

Santa Clara County  Office of Education

AGREEMENT

Between the

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

and the

**ASSOCIATION OF COUNTY EDUCATORS/
CALIFORNIA TEACHERS ASSOCIATION**

July 1, 2022 – June 30, 2025

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ARTICLE 1 - RECOGNITION

1.1 Recognition

The Santa Clara County Office of Education, hereinafter referred to as Office, confirms its recognition of the Association of County Educators, ACE/CTA/NEA, hereinafter referred to as Association, as the exclusive representative for that unit of employees recognized by the Office per its Agreement.

1.2 Bargaining Unit

The representation unit consists of all regular and temporary Classroom Teachers, Nurses, Audiologists, Counselors, Resource Specialists, Adaptive Physical Education Specialists, Resource Teachers, Speech-Language Pathologists (SLPs), Orientation and Mobility Instructors, Work Experience Teachers/Coordinators, Migrant Education Teachers, Teacher-Visual Impairments, Preschool Services Permit teachers, and teachers on special assignment. The following are specifically excluded from the unit: all management, supervisory, confidential, classified, program specialist, psychologist, social worker, and school therapist positions.

ARTICLE 2 - TERM OF THE AGREEMENT

2.1 Term of the Agreement

This Agreement shall remain in full force and effect from July 1, 2022, up to, and including, June 30, 2025. There shall be no reopeners of the Agreement except as otherwise provided in the Agreement and as follows:

- a. For the 2024-2025 school year, the parties agree to reopen Article 19.1 and one non-economic article of each parties' choice as well as ACE will have the right to request to bargain over caseloads/workloads. The parties agree to complete their sunshine obligations for this school year no later than December 15, 2023.
- b. The parties acknowledge and agree that the agreement to create a successor collective bargaining agreement is predicated upon the State school finance system remaining as prescribed in current law. If the State alters the basic funding mechanisms for public education, then the parties shall be able to, upon request of either party, reopen the Agreement.

ARTICLE 3 - OFFICE RIGHTS

3.1 The Office, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself all rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, except as specifically abridged, granted, or modified by this Agreement.

3.2 The Office retains and reserves unto itself the following rights:

- a. To determine and administer policy.
- b. Subject to the provisions of the law, to hire all employees and to determine their qualifications and the conditions for their employment.

- c. To determine the number and kinds of personnel necessary for the efficient operation of the Office and to direct their activities.
- d. To determine the curriculum.
- e. To build, move, modify, or close the facilities.
- f. To develop and administer the budget.
- g. To determine the methods of raising revenue.
- h. To operate the Office's programs, the schools, the management and administrative control of the programs operated by the Office, its properties, and facilities, including, but not limited to, innovative and experimental exploration in the field of education and experimental and private investigation of new educational programs.

ARTICLE 4 - ASSOCIATION RIGHTS

4.1 Right to Join

The Office agrees that every unit member employed in the bargaining unit shall have the right to support freely and/or join or not to join the Association for the purpose of engaging in collective bargaining or negotiations with the Office. The Office undertakes and agrees that it shall not directly discourage, deprive, or coerce any unit member in the enjoyment of any rights implied by the cited government codes or other laws in California, the Constitution of California, or that of the United States.

4.2 Guaranteed Rights

a. Unit Members Rights

All rights guaranteed unit members under all codes and laws, whether local, state, or federal pertaining to education, including those concerning policies on non-discrimination, academic freedom, controversial issues, freedom of speech, adverse action, personal life, recording devices, and unit member interview procedures wherein reference is made to membership in or preference for an employee organization, shall apply to unit members; however, such codes and laws shall not be grievable unless the substance of the law is also a negotiated section of this Agreement.

b. No Discrimination

The Office reaffirms that it shall not unlawfully discriminate against employees on the basis of race, color, creed, age, sex, national origin, marital status, sexual orientation, or disability as defined by state and federal law. An employee may seek redress of an alleged act of discrimination through the grievance process and procedure included in this Agreement; however, if an alleged discrimination charge is filed with a governmental agency or court of law, the grievance shall be placed in abeyance until the governmental agency has finished processing the charge or one (1) year has elapsed, whichever comes first. If the grievance is in abeyance, the timelines are considered tolled.

c. No Discrimination on Account of Association Activity

The Office affirms that bargaining unit employees shall not be discriminated against because of protected Association activities. The Office recognizes that the grievance procedure contained in this Agreement may be utilized if a bargaining unit employee alleges an act of discrimination based on Association membership or lawful Association activities.

4.3 Contact Information/Orientation Meeting

- a. The Association of County Educators shall have up to 60 minutes, at the “Hello” New Teacher Orientation meeting, in August, of a new school year, for the purposes of discussing the union.
- b. ACE shall be notified by the Office of additional “Hello” orientations, as they are scheduled throughout the school year. ACE shall have up to 30 minutes during these additional orientation opportunities for the purposes of discussing the union.
- c. The County Office will provide to ACE a list of new employees within ACE represented positions who are expected to attend the “Hello” New Teacher Orientation meeting.
- d. Unit Employee Contact Information
 - i. For purposes of this Section only, “contact information” shall be defined to include: name, job title, department, work location, work telephone number, home telephone number (if applicable and/or available to the Office), personal cellular telephone number (if applicable and/or available to the Office), personal email address (if applicable and/or available to the Office), and home address (if applicable and/or available to the Office).
 - ii. On the 10th (or first business day after the 10th if the 10th falls on a weekend or a holiday) of each month, the Office shall provide to a ACE representative, designated in writing by ACE, with the contact information, as defined in Section 4.3.d.i, of any new hires hired by the Office in the previous calendar month. The contact information shall be provided electronically, in excel spreadsheet format or other mutually agreeable format.
 - iii. The Office shall provide to an ACE representative, designated in writing by ACE, a spreadsheet with bargaining unit members’ contact information, as defined in Section 4.3.d.i, on the last working day of September, January, and May. The information shall be provided to ACE electronically in excel spreadsheet or other electronic format.
 - iv. The Office will not affirmatively ask if an employee wants to have personal contact information provided to ACE; however, the Office will exclude, if applicable and/or in the possession of the Office, the home telephone number, home address, personal email, and personal cellular phone number from the above contact information for any employee who provides a written request to the Office that such information not be provided to ACE. The Office shall send a copy of those written requests to the Association.
- e. Grievance and Arbitration

This Section shall be subject to the grievance procedure set out in Article 7 of the collective bargaining agreement, except that only ACE – through its President or CTA representative – and not individual bargaining unit employees may file a grievance.

4.4 Association Rights

All Association business, discussions, and activities shall be conducted by unit members or Association officials outside established work hours as defined in Article 13, Hours, herein: lunch, breaks, prep periods, or outside of work hours. Said business shall be conducted in places other than Office property except when an authorized Association representative obtains advance permission from the site manager or designee regarding the specific time, place, and type of activity to be conducted. In such cases, the Association shall be responsible for security, clean-up, and any expenses involving unusual wear or damage resulting from Association use.

The Office will make every effort not to schedule mandatory meetings for members on the first and second Thursday of each month. Nothing in this agreement precludes the teacher from scheduling IEP meetings on these days.

4.5 Distribution of Notices

In order to conform with the U.S. Supreme Court decision governing postal regulations and union use of an employer's internal mail system, the Association may not use the internal mail system (pony) except for joint Association-Office communications.

The Association may use the school mailboxes and bulletin board spaces designated by the immediate supervisor of the person distributing notices, subject to the following conditions:

- a. All postings for bulletin boards or items for school mailboxes must identify the date of posting or distribution and the name of the organization.
- b. A notice or copy of each posting or distribution must be delivered to the immediate supervisor at the time of posting or distribution.

4.6 Board Meetings

One unit member shall be given release time to attend scheduled meetings of the Santa Clara County Board of Education. Said member shall be selected by the Association on a quarterly basis and their name shall be forwarded to the Assistant Superintendent – Personnel Services and/or designee.

The President of the Association shall receive one (1) copy of the complete agenda and minutes of all Board of Education meetings with the exception of minutes of closed sessions or other confidential communications or materials. The Association representative may address any items on the Board agenda in the manner and procedure provided by applicable Board policies.

4.7 Access to Materials

The Association shall also have reasonable access, in accordance with Board policy to other lawful and non-confidential materials necessary to conduct lawful Association business such as, but not limited to, the Office budget.

ARTICLE 5 - MEMBER RIGHTS**5.1 Special Education**

DIS staff with more than one site shall sign into and out of the site in order to create a log of physical attendance.

5.2 Substitute Notification

Classroom teachers will be notified by the cluster office whenever a substitute is not available for an absent colleague (see MOU on page 106).

5.3 Evaluation Input – Paraeducators

Classroom teachers shall provide input to their immediate supervisor about the performance of the paraeducators in their classrooms; however, teachers are not responsible for evaluating their paraeducators.

5.4 Reimbursement

Unit members shall be reimbursed for travel expenses incurred while conducting business for the Office or in the normal performance of their duties, in accordance with AR 4170.

5.5 Additional Responsibilities

Staff shall notify their supervisor when, for reasons outside of the control of the member, additional responsibilities arise during the member's duty-free lunch or occur after the workday. An agreed-upon plan for covering the additional responsibilities occurring during the duty-free lunch shall be put into place.

5.6 Video Surveillance

At SCCOE sites and work locations at which there are video surveillance cameras, the administration shall review the Video Surveillance Agreement (see MOU on page 101) with the impacted unit members. This review shall take place at the start of school meetings or, in the instance of a new placement after these meetings, as soon as possible. If the SCCOE adds video surveillance at another site, SCCOE will notify the Association.

5.7 DIS Staff Assigned

- a. DIS Staff assigned to more than one cluster shall be responsible for complying with all applicable SCCOE protocols and procedures as well as any additional, specific protocols and procedures required by a specific cluster when working at that cluster. The County Office will make available any applicable

written cluster protocols and/or procedures to ensure that the DIS staff are informed of and can remain compliant with the applicable protocols and procedures.

- b. At the start of each new school year, DIS staff shall also coordinate with their Supervisors, subject to approval of the Director of Special Education, as to their participation and attendance at meetings that occur beyond the regular workday. The supervisors, along with the DIS staff, shall specifically identify which of the many possible meetings the DIS staff shall attend on a monthly basis- department, cluster, PLC. DIS staff will be required to participate in all PLC meetings, unless otherwise directed by their supervisor. In no case shall DIS staff be required to attend more than the contractual limit of four (4) hours of meetings that occur beyond the regular workday per month.

5.8 Placement IEP

- a. If a student is referred to the County Office for placement, and the County Office, in its sole discretion, has determined that the student has been identified as seriously aggressive with maladaptive behaviors, the County Office will make all reasonable efforts to make certain that the student's placement is appropriate and the unit member whose classroom the student is being placed in has the necessary district or charter school documentation, including IEPs and behavior plans, as soon as practicable.
- b. The County Office shall work with the teacher to facilitate a successful transition.
- c. The "Placement Guide" developed by the Placement Committee shall be referred to in order to assist the unit member and County Office administration in problem-solving challenges.
- d. Alleged violations of this Article 5.8 are not subject to Article 7 (Grievance).

5.9 Procedures for Uncovered Classrooms when No Substitute is Available

- a. Classroom teachers will be notified by the cluster office whenever a substitute is not available for an absent colleague.
 1. Part I: Human Resources shall notify unit members of their opportunity to make themselves available to substitute during their off-calendar periods (e.g., teachers following San Jose Unified School District's calendar, who have a week off in October, may make themselves available to substitute in other classrooms that are in session during that week).
Unit members who are placed in a substitute assignment during their off-calendar periods shall receive their per diem pay (per Article 19.2.b).
Unit members who make themselves available shall be called in preference to other teacher substitutes.
 2. Part II: Whenever a classroom is without a substitute teacher, the principal is responsible for directly assessing and solving the situation. Prior to either splitting students between classrooms or requiring a teacher on a voluntary basis to supervise more than one classroom (i.e., combining two classrooms), the principal shall, taking into account safety, classroom and program needs, etc.:
 - Determine if a teacher at a training or seminar should be recalled back to their classroom;

- Determine the availability of a unit member who has made themselves available to substitute during their off-calendar period(s) (per Part 1);
 - Determine if there are any other eligible, qualified employees who might be available.
3. Part III: When the only option for ensuring that students are appropriately supervised is to have another unit member oversee the absent unit member's classroom, or accept extra students the unit member shall receive a rate of \$280 for a full-day, or \$160 for a period or more covered up to a half-day. If two or more unit members split a classroom for the day, the unit members will split the stipend. A special timecard shall be used to track such payment.

5.9.2 Initial Student Assignments and Reassignments

Effective with the 2022-2023 school year, at the beginning of each school year, the County Office will assign each DIS unit member specific students to whom they will be responsible for providing services. After such initial assignments are made, the County Office shall be able to: (a) reassign students from one unit member to another during the school year; and (b) assign new students to DIS unit members during the school year.

5.9.3 Temporary Assignments Due To Vacancies/Leaves of Absences

Effective with the 2022-2023 school year, if a DIS unit member is on a leave of absence of more than ten working days and/or there is a vacant DIS position, and in lieu of the County Office utilizing the services of a substitute or temporary employee, the County Office may ask another DIS unit member to cover the absence/vacancy by temporarily assuming some or all of the students assigned to the DIS unit member on leave or for the vacant position, the following procedures will be applied:

- a. The County Office will initially ask DIS unit members who have capacity to have additional students temporarily assigned to them.
- b. If the County Office is not able to have all students assigned to DIS unit members using the above procedure, then the County Office will ask qualified DIS unit members on a rotating seniority basis – from most senior to least senior. Once a DIS unit member accepts or declines, the County Office will move to the next most senior qualified DIS unit member.
- c. If a DIS unit member is asked to and accepts being assigned three or more students, the County Office will pay the unit member \$280 per day the unit member is assigned the additional three or more students.

ARTICLE 6 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

6.1 Dues Deductions - Authorizations

Upon receipt of a verified notification from ACE/CTA/NEA of those employees in ACE represented positions that have authorized deductions of dues, fees, and general assessments, the Office shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit members each month for ten (10) months. Deductions for

unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

6.2 Maintenance of Membership

With respect to all sums deducted by the Office pursuant to section 6.1 above, the Office agrees to remit promptly such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, indicating any changes in personnel from the list previously furnished.

6.3 Payment of Sums

The Association agrees to furnish any information needed by the Office to fulfill the provisions of this Article. Specifically, on an annual basis no later than August 20th of each fiscal year, ACE shall provide or shall verify that it has already provided a verified list of individuals employed in Association represented positions who have authorized the County Office to withhold dues from that employee's pay warrant. Thereafter, on a monthly basis – no later than the 17th of each month – ACE shall provide to the Manager of Employment Services and Manager of Payroll Services or designee(s) (with a copy to the Director of Human Resources) a certified list that includes the full name of each employee who has either newly authorized or revoked an authorization to have dues withheld from their pay warrant, including the effective date of that authorization or revocation. If the Association fails to provide the County Office with the written verified list by the 17th of the month, the County Office will utilize the most recently verified list for the purposes of taking dues from union members, but will not be required to take dues for any other employee for that month, unless ACE provides a written authorization from the employee in question to have dues withheld for a prior month(s).

On the 25 of every month, County Office will provide ACE with a list of active ACE members and non-ACE members, with the following information (First Name, Last Name, Address, City, State, Zip, School Site, Personal Email, Work Phone, Home Phone, Cell, Phone, Job Title, School Site, Employee ID, last 4 digits of the Social Security number).

6.4 Association Cooperation

The Association agrees to pay to the Office all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the provisions of the Article or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be comprised, resisted, defended, tried, or appealed.

6.5 Deductions – Other Purposes

The Office shall not end dues deduction for a member who wishes to terminate their dues authorization until the ACE/CTA/NEA notifies the Office that the request to revoke the dues authorization has been processed by CTA, unless necessary to comply with applicable law or an order of a court, arbitrator, or hearing officer.

6.6 Payroll Deductions - Authorization

Unit members shall be provided the opportunity for payroll deductions, including, but not limited to, NEA-PAC, ABC, and FACT.

ARTICLE 7 - GRIEVANCE**7.1 Definitions**

- a. Grievance—a claim by one or more members of the unit or the Association of an alleged violation, misinterpretation, or misapplication of a provision of this Agreement.
- b. Grievant—a unit member or the Association asserting a grievance.
- c. Day—any day in which the central administrative office is open for business. Time limits for appeal shall begin the day following the date of receipt of a written grievance response.
- d. Immediate Supervisor—the direct supervisor having jurisdiction over the grievant and who has been designated to adjust grievances.
- e. Party in Interest—any person who may be required to take action or against whom action may be taken in order to resolve the claim.

7.2 Informal Level

The grievant shall attempt to resolve the alleged violation of this Agreement by informal conference with the immediate supervisor within twenty-five (25) days after the alleged violation of this Agreement. The grievant shall notify the supervisor in writing of the alleged violation and corresponding Article and the supervisor shall respond in writing within ten (10) days.

7.3 Formal Level I—Department Head/Program Manager

- a. If the grievance is not resolved to the satisfaction of the grievant(s) at the informal level, the grievant shall present the grievance in writing to the department head/program manager within ten (10) days after written response based on the informal conference.
- b. 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.
- c. Department head/program manager shall communicate a decision to the unit member in writing within ten (10) days after receiving the grievance. If the department head/program manager does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a conference.

7.4 Formal Level II—Superintendent or Designee

- a. In the event the grievant is not satisfied with the decision at Formal Level I, they may appeal the decision, in writing, within ten (10) days to the Superintendent or designee.

- b. The statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- c. With the consent of the grievant, a representative(s) of the Association may attend any meeting with the Superintendent or designee and the grievant, and state the Association's views relating to the grievance filed.
- d. Any unit member may at any time present grievances to the Office and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is consistent with the terms of this Agreement. The Office shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- e. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant, or Superintendent, or the designee may request a conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

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7.5 Formal Level III—Binding Arbitration

- a. Within ten (10) days, if the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) days, the grievant may submit a request to the Association Grievance Chairperson, asking that the Association submit the grievance to binding arbitration. If the request is approved, the Association shall submit grievances to arbitration by giving written notice to the Office within ten (10) days after the date the grievant's request is made of the Association. The date the request is made of the Association by the grievant shall be the date the written request is postmarked or personally delivered to the Association.
- b. Within ten (10) days after written notice of submission to arbitration, the Office and the Association shall jointly request the State Mediation and Conciliation Services to supply a panel of seven (7) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The order of the striking shall be determined by lot.
- c. The fees and expenses of the arbitrator and the hearing shall be equally borne by the Office and the grievant/Association. All other expenses except for released time for the grievant(s) and grievance chairperson shall be borne by the party incurring them.
- d. Once the arbitrator has been selected, hearings shall commence at their convenience. The arbitrator shall hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issue or issues by referring to the written grievance and the answers at each level.
- e. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the Office.

- f. The arbitrator shall render an award, in writing, to the parties in interest. Such award shall be binding on all parties.

7.6 General Provisions

- a. No reprisals of any kind shall be taken by the Office or the Association against any participant in the grievance procedure.
- b. A unit member may be self-represented or have an Association representative at all levels of the grievance procedures. If the unit member is represented, the Office will confer with the unit member about a date and time for the meeting in order to facilitate attendance by an Association representative. If the grievance goes to Arbitration, the grievant shall be represented by the Association.
- c. When a grievant is required to appear before an agent of the Office, the meeting shall be at a mutually agreed upon time, and the grievant shall be given the reasons for the required appearance.
- d. Any unit member who is required to appear in such conferences or hearings as a witness during working hours shall be accorded release time and expenses in accordance with Section 7.6.h. Witnesses shall be informed that their testimony shall be kept confidential unless they choose to make it public.
- e. The Association, either on its own behalf or on behalf of the affected unit members, may initiate a grievance which affects more than one (1) unit member in a single building or unit members in more than one building at Level II.
- f. Upon mutual agreement of the Association and the Superintendent or designee, a grievance may be taken directly to arbitration.
- g. Nothing contained herein shall deprive any unit member of any legal right, which they presently have.
- h. Any expense shall be borne by the parties incurring them, except as provided for in Level III (Section 7.5.c).
- i. All documents, communications, and records dealing with a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- j. Neither the Office nor the Association shall be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party. The arbitrator shall consider only those issues which have been raised in prior steps as required by the provisions of the grievance procedure. The Office and the Association agree to make available to both parties upon request all pertinent information in their possession or control (not privileged under law or Office policies) which is relevant to the issues raised by the grievance.
- k. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent or designee and the Association with the processing of such grievance to commence at Level II. The intent of the parties is that the grievance commence at the point of origin of the alleged violation.
- l. A grievance may be withdrawn at any level without establishing a precedent.

- m. A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.
- n. Nothing in these grievance procedures is meant to deny to either the Association or to the Office the right to complain directly to the other, at whatever level seems appropriate, about the handling of issues which appear elsewhere in this Agreement, other than in the articles on Association Rights or Office Rights. Discussions on Association Rights or Office Rights shall not be matters of formal grievance procedures unless both parties agree that such procedures should be entered into as a possible way of avoiding a contest over unfair labor practices with the Public Employee Relations Board.
- o. The Association grievance representative shall receive time off without loss of compensation, for the processing of grievances past the informal level of the grievance procedure. Such representative shall be designated by the Association as soon as that person is selected and their name shall be sent in writing to the Assistant Superintendent – Personnel Services and/or designee. The Association grievance representative shall notify their immediate supervisor and the substitute desk twenty-four (24) hours prior to release from duties for such grievance representation in order that a substitute may be obtained, if necessary.
- p. Jurisdictional disputes shall be settled by the Superintendent within three (3) days of the dispute.

ARTICLE 8 - EVALUATION PROCEDURES

8.1 Purpose

The purpose of the evaluation system is to improve the delivery of educational services and to provide constructive assistance to unit members. Evaluation supports on-going bargaining unit member growth and competence.

8.2 Definitions

a. Types of Evaluation Options

- i. Administrative Option – The evaluative methodology required for all temporary and probationary unit members, any member on a non-permanent status track who has been employed for less than three (3) years, all Head Start and State Preschool members, any permanent unit member who selects this option, and any permanent unit member whose evaluator identified in the previous year's evaluation that this member must participate.
- ii. Partner Option – The evaluative methodology selected by eligible permanent employees or non-permanent status track members who have been employed for more than three (3) years and meet the criteria.

- iii. Portfolio Option – The evaluative methodology selected by eligible permanent employees or non-permanent status track members who have been employed for more than three (3) years and meet the criteria.

b. **Goals and Objectives**

Goals and objectives (sometimes referred to as Stull objectives) refer to the personal goals and/or school or department goals which are jointly developed by the primary evaluator and the evaluatee at the beginning of a school year during which the evaluatee is being evaluated. The goals and objectives are part of the evaluation process, but are not the evaluation. Should the parties disagree on the goals and objectives, the Director or designee shall make the final decision.

c. **Observation**

An observation, depending upon the type of evaluation, is a personal observation of a unit member, whether in their classroom, work station, work meeting, or work area by the unit member's primary evaluator or other administrator (a principal, a program manager or a program director). Formal observations are specific to the administrative option; however, it is expected that observations occur on-going, with all unit members, whether in the evaluation cycle or not.

d. **Final Evaluation**

The summative evaluation report is given to the unit member in a face-to-face meeting no later than thirty (30) days prior to the last day of school for that unit member.

e. **Teacher Assistance Plan**

Unit members who are on the evaluation cycle may be given a Teacher Assistance Plan if the evaluator believes that immediate and significant remediation needs to occur and the member is in danger of receiving an overall Unsatisfactory on their final evaluation. Such a plan is a written assistance program with specific goals, timelines for implementation of the goals, and additional support provided by the employer to assist the member in meeting the goals. An overall Unsatisfactory Final Evaluation may be given by the evaluator without a Teacher Assistance Plan being put in place.

f. **Primary Evaluator**

Ordinarily, the primary evaluator shall be the unit member's immediate supervisor, usually the principal; however, the evaluator may also be a program manager or program director. A second evaluator may make a formal classroom observation at the request of either party.

8.3 Persons Subject to Evaluation

- a. Every temporary and probationary member, as well as non-permanent certificated employees (e.g. nurses, counselors, ROP teachers, and other non-classroom teachers) who have been employed by the Office less than three (3) years, and every Head Start or State Preschool teacher, and any permanent employee who

received an overall unsatisfactory evaluation during the previous year, shall be evaluated by their primary evaluator, using the administrative option, in writing at least once a year.

- b. Every permanent unit member who has been employed by the Office for less than ten (10) years and every non-classroom teacher (e.g., nurses, audiologists, counselors) who has been employed by the Office for at least three (3) years shall be evaluated by their primary evaluator at least once every other school year. These members may select from the options, as long as their previous evaluation was satisfactory and their previous evaluator did not designate them for the administrative option. A unit member who has changed sites, administrators, or courses/subject areas may be subject to evaluation even if the unit member was evaluated during the preceding year.
- c. Every permanent unit member who has been employed by the Office for ten (10) or more years, who is highly qualified under 20 U.S.C. 78901 (No Child Left Behind), and whose previous evaluation was satisfactory (meeting or exceeding standards) shall be evaluated by their primary evaluator at least once every five (5) years. A unit member who has changed sites, administrators, or courses/subject areas may be removed from the five (5) year cycle and be subject to evaluation because of the change.

8.4 Basis for Evaluation

The evaluation is to be based on the California Standards for the Teaching Profession, as modified for working with students with special needs in Special Education, Alternative Education, and Early Childhood Education.

8.5 Goals and Objectives

- a. Permanent unit members who received a satisfactory evaluation in the preceding school year are not required to submit goals and objectives. The primary evaluator shall schedule a conference with the unit member no later than November 1st for the purpose of jointly developing objectives relating to the areas of evaluation set forth in Section 8.4. The objectives shall be developed jointly. Every objective is important, and the evaluatee is expected to work toward achievement of each objective; however, the evaluator and evaluatee may agree to focus on one or more of the objectives during that particular school year. The conference between the evaluator and evaluatee requires a face-to-face meeting, during which a good faith effort will be made to reach agreement on the evaluatee's objectives. If the evaluator and evaluatee fail to agree on the development of any objectives, an appeal shall be filed within ten (10) days of the meeting between the evaluator and evaluatee and discussed with the program director. The program director's decision will be final.
- b. The evaluator will participate in whichever process with the member is indicated, based upon the option being utilized.
- c. If there are significant changes in the unit member's assignment which occur during the school year (e.g., a significant change in class composition), upon request of the unit member, the unit member, and primary evaluator will have another face-to-face meeting to discuss possible modifications of the unit member's objectives and to discuss possible assistance.

8.6 Administrative Option Classroom Observation

- a. Every permanent unit member being evaluated shall have at least one (1) formal scheduled classroom observation.
- b. Every temporary, probationary, or non-tenured unit member with less than three (3) years of employment shall have at least two (2) formal scheduled classroom observations.
- c. For at least one (1) formal scheduled classroom observation, it is expected that the primary evaluator will remain for substantially the entire unit of instruction or entire period.
- d. Each formal scheduled classroom observation shall be preceded by a face-to-face meeting between the evaluator and evaluatee, during which they will review and discuss the lesson which will be observed.
- e. Each formal scheduled classroom observation shall be followed by a post-observation face-to-face conference within ten (10) working days following the observation unless the conference date is extended by mutual agreement. The evaluator shall prepare a written classroom observation report, which will be shown to and discussed with the evaluatee at this conference. If the evaluator has any concerns about the evaluatee's performance in any of the areas, the evaluator shall discuss those concerns with the evaluatee at this post-observation conference.
- f. At least three (3) formal scheduled classroom observations will take place prior to the issuance of an overall unsatisfactory evaluation.
- g. Classroom observations may be made by more than one administrator provided that an administrator, who is not the primary evaluator, has discussed the goals and objectives with the evaluatee prior to the observation. Either the unit member or the primary evaluator may request that a formal scheduled classroom observation of the unit member be done by another administrator. If the primary evaluator denies the unit member's request for an observation by another administrator, the unit member may appeal to the program director to appoint another administrator.
- h. Classroom observation reports should be written in a manner which is fact-based and specific.
- i. Nothing herein shall prevent the evaluator from making unscheduled classroom observations in addition to the formal scheduled observations. Unscheduled classroom observations are valid components of the evaluation process, and comments identified may be incorporated into the final summative evaluation. The evaluator is expected to meet with the unit member to discuss each unscheduled classroom observation within five (5) working days unless this conference is extended by mutual agreement. Any concerns noted by the evaluator shall be discussed with the evaluatee at that time. If the evaluator has any concerns about the evaluatee's performance in any of the areas, the evaluator shall discuss those concerns with the evaluatee at this post-observation conference.
- j. The evaluatee shall have the right, within ten (10) days, to attach written comments to any classroom observation report prior to the report being placed in the file. After ten (10) days, the observation report may be placed in the file.
- k. The evaluation of first-year temporary and probationary unit members shall focus on Standard II: (II) Create and Maintain Effective Environments for Student Learning and one of the following two standards:

(I) Engage and Support All Students in Learning, or (III) Understand and Organize Subject Matter for Student Learning. The first observation shall focus only on Standard II: Create and Maintain Effective Environments for Student Learning (classroom management).

- I. The evaluation of second-year temporary and probationary unit members shall focus on three (3) standards: (II) Create and Maintain Effective Environments for Student Learning, and two (2) of the following standards: Standard (I) or (III) whichever the unit member did not focus on during the first year, and (IV) Plan Instruction and Design Learning Experiences for All Students; or (V) Assess Student Learning.
- m. The evaluation of permanent employees with three (3) years or more years of service with the Office shall encompass all six (6) standards.

8.7 Partner Option

- a. Any eligible member who selects the Partner Option shall identify their partner, who need not be on an evaluation track, by November 1.
- b. The member and evaluator shall agree to check progress on the evaluation at least once during the evaluative cycle.
- c. The Final Accountability Summary and Self-Assessment shall occur not later than 30 days before the end of the school year.
- d. If the evaluator believes the member was unable to complete their goals, or completed them insufficiently for the Partner Option, they may identify on the summary report those relevant concerns and designate this member for being on the evaluation cycle the following year, using the administrative option.

8.8 Portfolio Option

- a. Any eligible member who selects the Portfolio Option shall set forth their plan for the portfolio with their evaluator not later than November 1.
- b. The member and evaluator shall agree to check progress on the evaluation at least once during the evaluative cycle.
- c. The Final Accountability Summary and Self-Assessment shall occur not later than 30 days before the end of the school year.
- d. If the evaluator believes the member was unable to complete their goals, or completed them insufficiently for the Portfolio Option, they may identify on the summary report those relevant concerns and designate this member for being on the evaluation cycle the following year, using the Administrative Option.

8.9 The Summative Evaluation Process

- a. At the time the evaluation report is given to the unit member, or the Final Accountability Summary and Self-Assessment is completed and signed off on by the parties, or as soon as thereafter as possible, the primary evaluator and the unit member shall have a face-to-face conference to discuss the evaluation. The unit member has the right, upon prior notification to the evaluator, to have a representative of the

Association present at the evaluation conference. During this meeting the unit member shall have an opportunity to identify any mitigating circumstances which may have affected student progress.

- b. Any issues of concern which are included in the evaluation shall have been previously discussed with the unit members; there should be no surprises in the evaluation. The evaluation should include positive recognition of quality teaching performance or professional performance observed by the evaluator. Dates of classroom observations and conferences shall be included in the evaluation, and the classroom observation reports shall be attached to the evaluation.
- c. The evaluation shall be shown to the unit member before it is placed in the unit member's personnel file, and the unit member shall be given an opportunity to review and attach comments to the evaluation with a ten (10) day period prior to it being placed in the personnel file.
- d. The unit member's signature on the evaluation shows that the unit member has received the written evaluation or participated in the completion of the Final Accountability Summary, and does not necessarily indicate agreement with the contents of the evaluation.

8.10 Teacher Assistance Program

- a. If the unit member receives an overall unsatisfactory evaluation, the unit member shall be referred to the PAR program to work with a consulting teacher in accordance with the provisions of Article 25. In addition, the evaluator shall prepare a written teacher assistance program with specific timelines and strategies. These timelines and strategies which are developed shall be appropriate to each individual situation. Factors which may impact the situation may include, but are not limited to, severity of the situation and availability of resources. Timelines and strategies include the following:
 1. Identification of the specific deficiencies
 2. Program of assistance
 3. Specific expectations
 4. Method for reassessment
 5. Date by which deficiencies and performance must be corrected
- b. The unit member and the evaluator will have a face-to-face meeting to discuss and review the teacher assistance plan before it is implemented. At the agreed-upon reassessment period, the unit member and the evaluator will have another meeting to reassess the progress of the unit member. At that time the evaluator may require the unit member to continue on a teacher assistance plan or may notify the unit member that the unit member has progressed to the point that they no longer require a teacher assistance plan.
- c. The teacher assistance plan may include, but shall not be limited to: weekly meetings with the evaluator to review the unit member's lesson plans, having an administrator or peer coach model a lesson for the unit member, providing the unit member with release time to observe another class, or attendance at in-service training or other applicable courses. If the evaluator requires the unit member to take a specific

training course or in-service for which there is a fee, the Office shall pay for the cost of the required training.

ARTICLE 9 - PERSONNEL FILES

9.1 Personnel Files

Human Resources shall maintain all permanent records for all unit members in the personnel file. Within each member's file there shall be three folders:

- a. The personnel folder for employment data
- b. The evaluation folder for all performance related data
- c. The transcript folder
- d. Human Resources shall maintain a personnel file for each unit member. The unit member should be notified of the date when any derogatory material will be placed in the personnel file. The unit member has the right to prepare written comments in rebuttal to the derogatory material and to have those comments attached to the derogatory materials in the personnel file. The unit member shall be given an opportunity during the workday, when the unit member is not responsible for students, to initial and date the derogatory material and to prepare a written response. If the unit member furnishes the Office with a written response within the ten (10) day period before the derogatory material is placed in the personnel file, the unit member's response shall be attached to the material when it is placed in the file.
- e. Upon authorization by a unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in that unit member's personnel file. The unit member or unit member's representative shall make an advance appointment with Human Resources to examine the personnel file. One copy of all material in the personnel file relating to job performance within the preceding four (4) years shall be furnished to the unit member, upon request, without charge. The unit member may obtain additional copies for a reasonable charge.
- f. The personnel file, including the evaluation file within the personnel file, shall be confidential. Administrators or agents of the Office shall have access to the personnel file only on a need-to-know basis. There will be a log maintained in the front of each personnel file, and any person, except for Human Resources personnel, who reviews the file, shall sign the log. Access to the files shall be limited to the following on a need-to-know basis:
 1. Unit member
 2. Unit member's designated representative
 3. Immediate supervisor
 4. Department head
 5. Chief or Assistant Superintendent of respective branch
 6. Human Resources
 7. Administrative hearing officer

8. Court order
 9. Superintendent/designee or legal counsel for the Office
- g. The Office shall take reasonable steps to protect the confidentiality of personnel file information stored on disks or on a hard drive. Information stored on a hard drive shall be secured so that access is limited, and information stored on disks shall be converted to hard copy and shown to the unit member according to the procedures in this article or destroyed within twelve (12) months.

9.2 Evaluation Folder

- a. A separate folder for evaluation documents (Stull goals and objectives, classroom observation reports, conference summaries, and summative evaluations) shall be kept within each unit member's personnel file.
 1. Only three copies of the Stull Bill goals and objectives shall be maintained: one for the evaluatee, one for the employee's personnel file kept by Human Resources, and a third copy for the employee's immediate supervisor. During the school year, the evaluator shall maintain their copy in a secure location. The third copy of the Stull Bill goals and objectives, and a third copy of the most recent evaluation shall remain with the employee's immediate supervisor for a period not to exceed one (1) year from the date of the final evaluations. Copies one and two are permanent records. When the summative evaluation has been completed, and the unit member has had an opportunity to attach a rebuttal within the ten (10) days, the evaluator shall send the Office's copy to Human Resources.
 2. The Office's copy of all formal evaluation forms shall be placed in the working evaluation folder maintained by the evaluator during the school year, along with other documents which might have bearing upon the evaluation. The Office shall not base any adverse action against a unit member based upon the materials in the evaluation folder unless the documents were placed within the folder in accordance with the contract and unless the unit member has been given an opportunity to review the material to comment thereon.
- b. The evaluation folder shall not include ratings, reports, or records which were obtained prior to the unit member's employment with the Office. Evaluation folders shall not contain references to the unit member's personal or political activities.

9.3 Written Reprimands

A written reprimand based upon an act or omission by the unit member shall be placed in the personnel file within a reasonable period of time following the incident, provided that the unit member has had an opportunity to review the material and to comment thereon. The reasonable period of time following the incident shall be for the purpose of investigating the incident, but shall not exceed thirty (30) days, unless the County Office provides written notice of extending the deadline – prior to the initial deadline passing – to complete the investigation in an amount up to fifteen (15) days. The thirty (30) day deadline to complete the investigation does not apply to investigations that are governed by a separate law, statute, legal regulation,

etc., which specifically calls for a specific period of time to investigate such issues in which case the County Office will comply with that timeline. Any extension beyond the 15 days or whatever is prescribed by law, statute, legal regulation, etc., must be mutually agreed to in writing prior to the expiration of the deadline and must specify the extension being agreed to.

- a. If the administrator investigating the incident concludes there is no basis for the allegations, no reprimand will be placed in the file. If the administrator concludes there is a basis for the allegation, despite the unit member's denial, the reprimand shall be placed in the personnel file after the unit member has been shown the reprimand and given an opportunity to attach a rebuttal within ten (10) days.
- b. Letters of reprimand shall be placed in the personnel file rather than in the evaluation folder and do not need to be held until the end of the evaluation period; however, an incident which is both misconduct and performance-related may be referred to in the summative evaluation as well as in the letter of reprimand provided the unit member has been provided the right to review and comment on the material.

9.4 Paid Administrative Leave

Should the County Office determine that it is necessary to place a unit member on paid administrative leave, it will provide written notice of that decision to the unit member along with an estimate of how long it anticipates the investigation/review taking. The County Office will also notify ACE of that decision, unless prohibited by applicable law. The County Office will make every reasonable effort to limit the amount of time a unit member spends on paid administrative leave.

ARTICLE 10 - DISCIPLINE PROCEDURES**10.1 Definition**

The term "discipline" as used in this article specifically does not refer to directives or the implementation of other articles of this Agreement, which shall not be used for disciplinary purposes. "Discipline" shall include written reprimands or suspensions without pay for a specific period not to exceed fifteen (15) working days. Discipline shall not include dismissal or non-reelection, which are regulated by the Education Code.

10.2 Progressive Discipline

Progressive Discipline will be followed unless the employee has engaged in gross misconduct, in which case the Office may bypass progressive steps, if the Office determines that the matter requires an investigation. Progressive steps include:

a. Oral Warning

An oral warning may be followed by a written conference summary that is given to the employee but not placed in the personnel file.

b. Written Warning or Written Reprimand

A written warning or reprimand shall be given to the employee and placed in the employee's personnel file, and the employee shall have the right to prepare a response to be attached to the warning or reprimand in the personnel file (See Section 9.3).

c. Suspension Without Pay

No employee shall be suspended without pay for more than fifteen (15) working days during school year. A suspension without pay will not change the employee's seniority date.

10.3 Notice of Suspension

Notice of Suspension will be in writing and served in person or by certified mail. A copy will be concurrently provided to the Association President. The Notice of Suspension will contain:

- a. A statement of the specific acts or omissions upon which the action is based.
- b. A statement of the cause(s) for the recommended action.
- c. Where applicable, the Education Code section, policy, rule, regulation, or directive violated.
- d. The penalty recommended and the effective date of the suspension.
- e. Where applicable, a copy of documentary evidence.
- f. A statement of the employee's right to appeal the suspension.

10.4 Confidentiality

Information regarding actual or recommended disciplinary action shall be kept as confidential as possible.

10.5 Right to Appeal Decision

- a. Any dispute regarding a suspension without pay may be appealed to Level II of the Grievance/Skelly hearing before the Assistant Superintendent – Personnel Services and/or designee. The employee may be accompanied by an Association representative at this appeal and may present orally or in writing any facts or argument supporting the employee's position. The Assistant Superintendent – Personnel Services and/or designee may sustain, modify or overturn the suspension and will issue a Skelly decision/Level II response within ten (10) days.
- b. If the Assistant Superintendent – Personnel Services and/or designee denies the grievance and sustains recommendation to suspend the employee without pay, the suspension shall be imposed. Within ten (10) days of the decision of the Assistant Superintendent – Personnel Services and/or designee to sustain a suspension without pay, the employee may ask that the Association submit the appeal to binding arbitration in accordance with Section 7.5 of the Grievance Procedure to determine whether there was just cause for imposition of the suspension. As the Arbitrator has the authority to issue a make whole remedy, the arbitration may be conducted after the suspension has been served.

ARTICLE 11 - COMPLAINT PROCEDURE**11.1 Submission**

A complaint, charge, or allegation by a parent or community member against a bargaining unit member should be submitted to the immediate supervisor and dated as received. The supervisor will determine whether the complaint is of such nature or severity that the complaint should be reduced to writing and investigated. The supervisor may assist the parent in preparing a written complaint if illiterate or disabled. The complainant should be requested to include the name of each employee involved, the date of the incident, and a brief, but specific summary of the complaint. The Office shall investigate the complaint.

11.2 Representation

A bargaining unit member has the right, upon request, to have an association representative present at an investigatory meeting with an administrator.

11.3 Investigation Process

Allegations other than criminal or sexual harassment that are raised against a bargaining unit member, whether through a complaint or as a result of an incident, shall be investigated using the following processes:

11.3.1 The immediate supervisor or SCCOE Human Resources administrator shall notify the bargaining unit member within five (5) working days of the allegation, and the member shall be told the specifics of the allegations. If the unit member is impaired in such a manner that immediate removal from the classroom is necessary, the administrator may proceed with the investigation and postpone the discussion with the unit member until the unit member is competent to respond.

11.3.2 The bargaining unit member will have the opportunity to respond in writing to the supervisor or Human Resources administrator conducting the investigation.

11.3.3 The administrator investigating the complaint will interview the complainant, the unit member against whom the complaint is lodged, and other witnesses or potential witnesses. All parties agree to maintain confidentiality.

11.3.4 If the unit member is placed on paid administrative leave, the Association and the Office agree to have on-going conversations regarding the progress and timeline for completion of the investigation. By the conclusion of fifteen (15) working days, either the supervisor or Human Resources administrator must notify the unit member that the investigation is concluded and advise the unit member regarding the return to work status, or the supervisor or Human Resources administrator must inform the member that the investigation will take additional time and will provide the member with an estimate of when the investigation will be completed.

11.3.5 When the investigation has been completed, the administrator conducting the investigation will meet with the bargaining unit member and their representative to review the findings, unless this meeting is waived by the bargaining unit member. The findings will also be reduced to writing, but no copy shall be retained in the unit member's Personnel file unless the allegations have been substantiated.

11.3.6 If the investigation does not result in the unit member being placed on paid administrative leave, and where the allegations are not substantiated, the Office may meet with the bargaining unit member and the representative and/or submit a written report to the member identifying the findings.

11.3.7 If the allegations have been substantiated, the Office shall meet with the bargaining unit member and representative, unless the meeting is waived by the unit member, and the findings shall be placed in the personnel file.

11.3.8 The Office shall make every effort to complete investigations as soon as practicable.

11.4 Written Response

Complaints that are withdrawn or shown to be false shall not be placed in the unit member's personnel file. No information concerning the complaint will be placed in the unit member's personnel file until the complaint has been investigated and found to have substance and the unit member has been given an opportunity to respond. The unit member shall be given an opportunity during the workday when the unit member is not responsible for students to initial and date the report of the investigation and to prepare a written response. If the unit member furnishes the Office with a written response within the ten (10) day period before the report is placed in the personnel file, the unit member's response shall be attached to the report when it is placed in the file.

ARTICLE 12 - TRANSFER, REASSIGNMENT, MODIFICATION, POSITION CHANGE

12.1 Definitions

a. A transfer refers to an action which results in a movement of a unit member from one site to another within the same Office-approved job description. A transfer may be Office-initiated or employee-initiated.

- b. A reassignment is a change in age/grade level, a change in subject matter, or in functioning level of students at the same site, or movement from one Office-approved job description to another. A reassignment may be Office-initiated or employee-initiated.
- c. An assignment modification is the addition/deletion of classes and/or sites made to the existing assignment during the school year.

12.2 Administrative Transfers, Reassignments, and Assignment Modifications

- a. Transfer, reassignment, or assignment modification of a unit member may become necessary to meet workload, conditions, instructional requirements, facility changes, or for other reasons that meet the stated needs of the County Office, its programs, or its students.
- b. All unit members shall be given notice of their site, class, subject, building, and room assignment for the forthcoming year no later than May 15th. In cases where facilities or budgets have not been finalized, unit members shall be notified of these problems by June 15th, and assignments shall be made at least fifteen (15) calendar days prior to the commencing of their assignment for the year. If there are unforeseen facility difficulties and the unit member is informed after June 15th, but before the fifteen (15) calendar-day minimum for assignments, a letter outlining the difficulties shall be included with the assignment. The Office will notify the unit member and may transfer, reassign, or modify the assignment of the unit member.
- c. Administrative transfers, reassignments, or assignment modifications may be made for any of the following reasons:
 - 1. If the enrollment of a school does not meet the projection by September 30th, or decreases at any time to the extent that the number of assigned unit members must be reduced, the process shall take place in the following priority:
 - a) Long-term substitutes or temporary employees are to be transferred first;
 - b) The Office will ask for volunteers;
 - c) If there are no volunteers, the least senior (based on Office-wide seniority) probationary or permanent employee at the site next;
 - d) If there are specific grade level or subject field needs, then the principal or program manager may designate the least senior unit member assigned to the grade level or subject area that shall be transferred or reassigned, or assigned a position change.
 - 2. A unit member who has received a formal evaluation of weak or unsatisfactory service in any position may be transferred, reassigned, or their assignment modified in order to provide a reasonable opportunity for improvement. However, the possibility of such a transfer, reassignment, or assignment modification must be discussed with the individual at the time of the evaluation. In addition, the evaluator must specify how a specific change will be expected to aid in the improvement of the unit member's performance and shall notify the unit member of this in writing.
 - 3. New Site or Programs Opening/Closing

- a) When a new site or program is opened, transfers, reassignments, or assignment modifications may be based on the needs of the new site or program. The County Office will post vacancies associated with new sites or programs consistent with the requirements of, as applicable depending on the time of the year, Sections 12.4, 12.5, or 12.6.
- b) Notwithstanding the fact that the County Office will post such vacancies, unit members may be transferred, reassigned, or their assignment modified by the County Office if the new site or program has greater need of their specialized service than does their current site or program of assignment. Specialized service, for purpose of this Section, is defined to include specific training, teaching experience, language skill, and credential/authorizations possessed.
- c) In the event that an administrative transfer becomes necessary to fill vacancies at the new site or program that are not filled through the posting process or the process set out in Article 12.2.c.3.b, the County Office will transfer the least senior credentialed and qualified probationary or permanent unit member
- d) When a lease is not renewed, a site is closed or available space is reduced, a unit member(s) may be transferred. If available space is reduced or there is a staffing overage for any reason, the Office will first ask for volunteers. If there are no volunteers, the Office will transfer the least senior employee at the site (based on Office-wide seniority) whose transfer will not impact the program based on the employee's credential.
- d. When an administrative transfer, assignment modification, or reassignment by the principal or supervisor has been decided upon, the unit member involved shall be notified in writing immediately of the reasons for the transfer, assignment modification, or reassignment by the principal or supervisor. Unit members have the right to meet and discuss their objections with the principal or supervisor. These objections shall also be presented in writing. If no mutual agreement is reached, the unit member has the right to appeal to the program director.
- e. Unit members may be transferred or reassigned or their assignment modified at any time, if it does not impose an unreasonable hardship upon the unit member. However, any unit member contending that a particular transfer, assignment, modification, or reassignment would be an unreasonable hardship, shall file a written appeal with the program director. The program director or designee shall set up a meeting with the unit member, a representative of the Association, and any other witness who could provide testimony or information that would prove helpful to the resolution of the dispute. The decision of the program director or designee shall be final, in writing, and addressed to the principal parties. The transfer, assignment modification, or reassignment shall not take place until after the program director or designee has rendered a decision.
- f. The procedure for unit members receiving a transfer or reassignment shall be:
 - 1. If a unit member is moved due to a transfer or reassignment, whether voluntary or involuntary, the unit member and the Principal of the site where the unit member is assigned before the transfer, will

meet to review the Transfer Flow Chart (see chart on page 87) and to reach agreement on the timing of the transfer, the equipment and materials that must be moved and the amount of time for which the teacher will be compensated for work outside of normal hours, based on the guidelines in the Transfer Flow Chart. Each move will be considered on a case-by-case basis.

2. The parties will try to minimize disruption to the instructional process while implementing the transfer.
 3. The unit member will be compensated for moves that occur beyond the work day at the hourly rate of \$50.00 for hours needed to complete the move.
 4. If the unit member and the Principal do not agree to terms of the transfer, the dispute will be submitted to the Assistant Superintendent, Personnel Services, whose decision shall be final.
 5. The County Office will provide packing boxes, custodial help, and IT help as needed.
- g. Moves Due to Remodeling:
- The parties recognize that certain classes will be moved out of their facilities temporarily during remodeling and then moved back. Although remodeling is an issue separate from involuntary transfer; therefore, the procedures in Section 12.2(f) will apply as needed. The principal and the teacher will work on a plan to manage the packing, moving, and unpacking based on the needs of the site and the program.
- h. Transfers, reassignments, modifications, or position changes shall not be made in an arbitrary or capricious manner.
 - i. If new sites are established which require a unit member to travel an excessive distance or amount of time, the unit member may request a meeting with the department head to make special arrangements. If mutual agreement cannot be reached, the matter shall be referred to the Assistant Superintendent, Personnel Services, and/or designee for adjudication.

12.3 Voluntary Transfers and Reassignments

- a. The filing of a request for transfer or reassignment shall be without prejudice to a unit member and shall not jeopardize their present assignment. No transfer, reassignment, or position change shall be denied on the basis of race, creed, color, sex, national origin, or sexual orientation.
- b. Head Start, Early Head Start, and State Preschool teachers shall be granted interviews for any openings in the federally-funded programs, whether their current position is in a state-funded or federally-funded program.

12.4 Procedures for Filling Vacancies — Current School Year

- a. Administrative transfers due to staffing overages, performance plan requirements, facilities changes, or program changes shall take precedence over voluntary transfer requests.
- b. Positions that become vacant prior to March 1st shall be posted – and the posting will include the specific position, location, work year, and work day – for at least eight (8) days, internally and externally.
 - i. Fully credentialed internal applicants shall have priority over external candidates.
 - ii. Unit members who have applied in writing will be given priority consideration.

- c. Positions that become vacant prior to March 1st may be filled on a temporary basis for the remainder of the school year. If still available, these positions will be posted for the following school year.
- d. If more than one (1) employee requests a transfer to a particular vacancy, the County Office shall consider the employee's credentials, qualifications, experience, and skills. If those factors are substantially equal, the most senior employee (based on Office-wide seniority) shall be given first consideration. If those factors are not "substantially equal," the senior employee may at their discretion, request in writing to meet with the administrator evaluating the candidates for a follow up conversation, which shall include a constructive discussion regarding how the senior employee may improve. Such request must be made within ten (10) days of the unit member receiving notice that they did not receive the transfer. Should a panel be utilized in an interview process, and an applicant believes anyone on the panel is biased, subjective, or holds a pre-established preference, the applicant may inform the administrator prior to the start of their interview.
- e. If the Office is unable to fill a vacancy or vacancies by transfer request, the Office will next offer the vacant position to an employee with the appropriate credential and qualifications on a reemployment list.
- f. After considering transfer requests and honoring reemployment rights, the Office will consider outside applicants.

12.5 Procedures for Filling Vacancies — Open Transfer Period

- a. A listing of the anticipated vacancies for the following school year shall be distributed by February 15th. Each unit member may request a transfer or reassignment by submitting the proper form to Human Resources no later than February 28th. The unit member may indicate interest in up to three (3) specific positions from the Open Transfer List as well as three (3) other, non-specific positions.
- b. Employees who submit transfer requests by February 28th shall be given priority consideration during the period from March 1st to March 15th; however, if there are layoffs of unit members, voluntary transfer requests will not be considered until after a bid board is held for employees whose positions have been eliminated, but who are not being laid off due to seniority. If more than one (1) employee requests a transfer to a particular vacancy, the Office will consider the employee's credentials, qualifications, experience, and skills. If those factors are substantially equal, the most senior employee (based on Office-wide seniority) shall be given first consideration. If those factors are not "substantially equal," the senior employee may at their discretion, request in writing to meet with the administrator evaluating the candidates for a follow up conversation, which shall include a constructive discussion regarding how the senior employee may improve. Such request must be made within ten (10) days of the unit member receiving notice that they did not receive the transfer. Should a panel be utilized in an interview process, and an applicant believes anyone on the panel is biased, subjective, or holds a pre-established preference, the applicant may inform the administrator prior to the start of their interview.
- c. The County Office may fill positions from requests received during the Open Transfer Period without going through the interview process. This includes vacancies created by the movement of unit members

during the Open Transfer Period. Should no interview process be utilized, anyone not selected for a position may, at their discretion, request in writing a constructive conversation with the administrator responsible for the decision. Such request must be made within ten (10) days of the employee receiving notice that they did not receive the transfer.

- d. If the County Office is unable to fill vacancies through specific transfer requests or non-specific requests submitted during the Open Transfer Period, remaining vacancies may be offered to outside applicants during the month of April. If still vacant, the Office will post the vacancies internally and externally.

12.6 Procedures for Filling Vacancies — Following the Open Transfer Period

- a. Vacancies created by the opening of new sites will be posted internally and externally until filled. First consideration shall be given to unit members.
- b. Vacancies occurring between May 1st and August 31st shall be posted internally and externally until filled.
- c. If a current unit member learns after May 15th that they will be displaced due to an unforeseen facilities change or enrollment change, the unit member will first be offered any available options for which the unit member is qualified prior to being reassigned or transferred. A unit member who is displaced due to changes in facilities, enrollment, or program and who is given an administrative transfer or reassignment will be granted priority consideration during the next Open Transfer Period.

12.7 Procedures – List of Members Transferred or Reassigned

On a monthly basis, the Association shall be provided with a list of the names of the members of the bargaining unit who have been transferred or reassigned.

12.8 Procedures for Selecting Special Schools and Alternative Education Extended Year Assignments

The procedures for selecting Special Schools and Alternative Education assignments shall be as follows (listed in priority order):

- a. A teacher wishing to work extended year and maintain their own class.
- b. A permanent full-time unit member whose class was collapsed, because of low attendance or for other reasons will not exist for extended year and wishes to teach, has priority for a teaching vacancy.
- c. Two teachers wishing to exchange assignments for extended year may do so with the principal's prior approval.
- d. Two teachers wishing to share a job during extended year may do so with the principal's prior approval.
- e. When there are more unit members wishing to work than there are positions, the teacher assigned to the class should be the one who will best maintain classroom continuity (such as, but not limited to, experience with the particular population). If there is no clear difference between candidates, seniority shall be the determining factor. If the competing unit members have equal Office-wide seniority, the principal shall determine the assignment.

- f. Permanent and probationary unit members have assignment rights over temporary unit members who have assignment rights over long-term and day-to-day substitutes.
- g. The above assignment(s) shall be made ten to twenty (10-20) calendar days before the beginning of the first extended year session.

12.9 Procedures for Head Start, Early Head Start, and State Preschool Summer Assignments (Part-Year Program)

Assignments shall be made as follows:

- a. If a specific teacher's class will be running a summer session and that teacher wishes to teach, they shall do so.
- b. A teacher at the site that is to be held open has priority over teachers not assigned to that site.
- c. If the classroom cannot be filled by a teacher from the site, the selection shall be made on the basis of Office-wide seniority within the Head Start, Early Head Start, and State Preschool programs.

12.10 Transfer Procedures for Speech Language Pathologists

Procedures for Speech Language Pathologists are outlined in the Memorandum of Understanding on page 92.

ARTICLE 13 - HOURS AND WORK YEAR

13.1 Hours

In recognition of the fact that unit members are a professional group committed to fulfilling their responsibilities, including the arrival at and departure from their assignments and the continuance of their duties, and in recognition of the wide variance of programs administered by the Office, each program shall determine what the work hours are based on the length of workday hours for each of the individual programs.

13.2 Work Hours Special Schools

- a. Beginning the first full month following ratification of the parties' successor collective bargaining that expired on June 30, 2022, the workday shall be seven (7) hours, including a duty-free lunch of at least thirty (30) minutes. Also, as part of the work day referenced in the preceding sentence, unit members shall, as determined by their work assignment, either be in their classrooms or on the school site thirty (30) minutes prior to the opening bell time and fifteen (15) minutes after the closing bell.
- b. If the work day of a unit member becomes over 7 hours due to being in their classrooms or on the school site thirty (30) minutes prior to the opening bell time and fifteen (15) minutes after the closing bell, then their work day will be adjusted by the County Office – after considering input provided by the unit member regarding the structure of their workday – to a 7 hour work day (i.e. by reducing the 30 minutes prior to opening bell times and/or the 15 minutes after bell times). If, however, the work day still exceeds 7 hours, then the unit member will submit a timecard, and be paid at the hourly per diem rate for the additional work that is part of their regular work duties.

- c. The determination of the work day shall be made prior to the beginning of the school year and the unit member will be informed at least 5 calendar days prior to the first day of student instruction and if there are changes that need to be made during the school year, the County Office agrees to provide 5 calendar days notice to the impacted unit member(s).
- d. SCCOE will provide the ACE President with the information about bell times for each school site and the adjustments made to the unit member's schedules before the beginning of the first day of student instruction, and anytime changes are made.
- e. If the extended time is for participation in activities that are not part of the regular work duties, the pay shall be at the non-instructional hourly rate.
- f. Individual Educational Programs (IEP's): Normally IEP meetings are scheduled by the special education teacher. Unit members at sites with an adjusted day schedule should schedule the IEP meeting on an adjusted day during regular work hours whenever possible. The parties understand that IEP's are required for special education students. Teachers who have special circumstances may meet with the Director of Special Education to agree on adjustments for IEP meetings.
- g. Adjusted Day for Special Education Teachers: At a site that has an adjusted day, the principal shall notify teachers of that schedule at that site by September 1st. An adjusted day (or collaboration day in some districts) is defined as a consistent day each week when the student day is at least one (1) hour shorter than the regular student day. These adjusted days shall be set aside for IEP duties and activities. Adjusted days shall not be used for any mandatory staff meetings unless mutually agreed upon by the members at the site or cluster.
- h. All part-time unit members shall be responsible for the pro-rata share of their professional responsibilities. The part-time unit member shall develop a plan with their administrator/supervisor in order to identify how they will participate in these professional responsibilities. If the part-time unit member and supervisor do not agree, the Director/designee will make the final decision. The plan will be signed by the Director and the part-time unit member. Should the administration require full participation in an activity, additional to the agreed-upon plan, the unit member will be compensated at the per diem rate. The SCCOE will give at least ten (10) business days advance notice of mandatory participation.

13.3 Work Hours Alternative Education

- a. Beginning the first full month following ratification of the parties' successor collective bargaining that expired on June 30, 2022, the workday shall be seven (7) hours, including a duty-free lunch of at least thirty (30) minutes. Also, as part of the work day referenced in the preceding sentence, unit members shall, as determined by their work assignment, either be in their classrooms or on the school site thirty (30) minutes prior to the opening bell time and fifteen (15) minutes after the closing bell.
- b. If the work day of a unit member becomes over 7 hours due to being in their classrooms or on the school site thirty (30) minutes prior to the opening bell time and fifteen (15) minutes after the closing bell, then their work day will be adjusted by the County Office – after considering input provided by the unit member

regarding the structure of their workday – to a 7 hour work day (i.e. by reducing the 30 minutes prior to opening bell times and/or the 15 minutes after bell times). If, however, the work day still exceeds 7 hours, then the unit member will submit a timecard, and be paid at the hourly per diem rate for the additional work that is part of their regular work duties.

- c. The determination of the work day shall be made prior to the beginning of the school year and the unit member will be informed at least 5 calendar days prior to the first day of student instruction and if there are changes that need to be made during the school year, the County Office agrees to provide 5 calendar days notice to the impacted unit member(s).
- d. SCCOE will provide the ACE President with the information about bell times for each school site and the adjustments made to the unit member's schedules before the beginning of the first day of student instruction, and anytime changes are made.
- e. Unit members are expected to remain on campus during the workday, except for the duty-free lunch, when the unit member is free to leave campus.

13.4 Work Hours Head Start, Early Head Start, State Preschool, and EduCare

- a. Head Start double session shall work eight and a half (8 ½) hours, inclusive of a thirty (30) minute lunch and thirty (30) minutes of preparation time.
- b. Head Start/State Preschool blended single session, Head Start/State Preschool blended full-day, and EduCare blended single session and full-day shall work nine (9) hours, inclusive of a one (1) hour lunch and thirty (30) minutes of preparation time.
- c. State Preschool part-day shall work eight and a half (8 1/2) hours, inclusive of a thirty (30) minute lunch and thirty (30) minutes of preparation time.
- d. Unit members are expected to remain on campus during the workday except for the duty-free lunch, when the unit member is free to leave campus.
- e. Unit members are required to attend occasional school-related functions such as orientation, open house, and/or back-to-school night as a regular part of their duties.
- f. Unit members shall be compensated at prorated per diem hourly pay for required meetings which occur outside the regular workday.

13.5 Work Hours Opportunity Youth Academy (OYA)

- a. Work Day

The base work day shall be seven and a half (7 1/2) hours. Should the work day extend beyond that period, the bargaining unit member shall submit a time card for the additional time, paid at the hourly per diem rate for work that is part of their regular work duties. If the extended time is for participation in activities that are not part of their regular work duties, the pay shall be at the non-instructional hourly rate.
- b. Work Year

The base year for bargaining unit members in the OYA shall be 220 days. Any unit member who transfers into the program shall have the right to return to their previous work year should their continued employment move them into a different assignment for any reason. New hires directly into the OYA shall have the right to a 185 day base year should their continued employment move them into the regular program.

13.6 Staff Meetings

- a. Unit members shall be given twenty-four (24) hours' notice prior to any staff meeting. Such notice shall indicate the nature of the meeting with such specificity as to allow the staff to prepare properly.
- b. Unit members may be required to attend staff meetings beyond the regular workday, not to exceed an aggregate of four (4) hours of faculty meeting time per month or two (2) hours on any given day. A unit member is not required to remain at a meeting that exceeds two (2) hours except on a voluntary basis. The County Office of Education may designate the use of the four (4) hours intended for staff meetings. For example, two (2) of the four (4) hours may be used for meetings of Professional Learning Communities (PLC).
- c. Any formal meeting between a unit member and a site administrator shall comply with the twenty-four (24) hours advance notice rule, as well as the following:
 - Adequate room coverage shall be provided for the unit member and Association representative, if necessary.
 - Such a meeting shall take place during the unit member's working hours.
 - Representatives of the Association and/or Administration shall be permitted to attend grievance and/or investigatory or disciplinary meetings upon request by any unit member and/or administrator.

13.7 Preparation Period – Substituting

- a. Preparation Period – Substituting

Unit members who teach in a departmentalized program with preparation periods shall not be required to substitute during their preparation period. Any teacher who is required to substitute during their preparation period shall be compensated at a pro-rata hourly rate.
- b. Prep Time for Classroom Teachers in The Special Education Program
 - i. In order to provide classroom teachers in the Special Education Program with additional dedicated preparation time - including to prepare materials, write reports, plan for IEPs, communicate with families/students/caregivers, consult and collaborate with available colleagues, etc., the County Office will make all reasonable efforts to provide a substitute that will provide one day of release time per classroom teacher in the Special Education Program per quarter (classroom teachers may not borrow days from future quarters to be able to take more than one day in a quarter).
 - ii. The day of release time can only be taken in full day increments.

- iii. The Teacher In Charge will coordinate with the applicable principals and unit members to schedule the substitute with there being at least five (5) days advance notice of when the release time will be taken – with the principal having the final decision regarding schedules.
 - iv. When using prep release time, the classroom teacher in the Special Education Program must remain on their assigned site or cluster office, unless otherwise approved by the principal.
 - v. If the assigned substitute does not show up to work, the classroom teacher must teach their class on that day and the classroom teacher will reschedule their prep release day with the principal acknowledging the rescheduled day. Rescheduling can occur only once per quarter.
 - vi. In the event that the County Office is not able to provide the substitute, any unused time during the school year will not be paid out at the end of the school year. If a classroom teacher is unable to use their release day within a specific quarter, the classroom teacher may with the approval of their principal carryover a maximum of one day into the next quarter.
- c. Prep Time for DIS Members serving in the Special Education Program
- i. DIS members may allocate up to 6.5 hours per quarter on their schedule as prep time with the understanding that such scheduling will not conflict with them providing services to students.
 - ii. DIS members must upload their schedule on a quarterly basis to the shared drive (or the then current process for providing the unit member’s proposed schedule) at least five days in advance of the quarter beginning. As applicable, the principal or DIS supervisor will acknowledge the proposed schedule.
 - iii. In the event that a DIS member needs to reschedule their prep time, they will do so with the principal or DIS supervisor acknowledging the rescheduled time. Rescheduling can occur only once per quarter.
 - iv) In the event a scheduled prep time falls at a time when a student needs to be provided services, the DIS member will provide the services and will work with their principal to reschedule the prep time.
 - v) In the event that a DIS member is not able to use their 6.5 hours of prep time per quarter, they will not be paid out at the end of the school year. If a DIS member is unable to use their prep time within a specific quarter, the DIS member may with the approval of their principal carryover a maximum of 6.5 hours into the next quarter.

13.8 Nurse-Student Caseload

The Office and the Association agree that nurses’ caseload should be assigned as equitably as possible. The nurse who has concerns about their assignment shall have the right to consult with the Director of Special Education about the assignment(s) in an effort to resolve such concerns.

13.9 Regional Occupational Program Assignment(s)

It is agreed between the parties that Regional Occupational Program unit members will have a semester-by-semester contractual agreement with the Office. At least ninety (90) days prior to the beginning of a semester, the Office will present a contractual offer of employment which will be binding upon both parties for the

semester, if signed and returned within ten (10) working days by the Regional Occupational Program unit member. Any change from the preceding semester schedule will be clearly noted on the offer.

13.10 Resource Specialists Caseload

The Office and Association agree that the Resource Specialists Program's (RSP's) caseload should be assigned as equitably as possible. The parties recognize that the caseload at the Juvenile Hall and the Children's Shelter fluctuates frequently due to circumstances beyond the employer's control. An RSP who has concerns about their assignment shall have the right to consult with the Director of Special Education about the assignment(s) and possible adjustments in an effort to resolve such concerns.

13.11 Work Year

- a. Head Start, Early Head Start, State Preschool, and EduCare Work Year
 1. Teachers in the full-day, full-year Head Start/Early Head Start program and at State Preschool shall have a work year of 220 days. These teachers shall be placed on Schedule B.
 2. Teachers in the Head Start double session shall have a work year of 162 days. These teachers shall be placed on Schedule B.
 3. Teachers in the Blended single sessions shall have a work year of 184 days. These teachers shall be placed on Schedule B.
 4. Teachers in the State Preschool part day shall have a work year of 180 days. These teachers shall be placed on Schedule B.
- b. Alternative Education Department Work Year
 1. Within the Department of Alternative Education, the following classifications are identified, with separate job descriptions and work years:
 - A. Community Schools: The work year for unit members assigned to the Community Schools classification shall be 185 days of which 5 days are Professional Development days.
 - B. Institution/Court Schools: The work year for unit members assigned to the Institution/Court Schools classification shall be 210 days of which 5 days are Professional Development days.
 2. Unit members who would like to work additional days (primarily available at the institutions/court schools) may request do so consistent with the procedural requirements set out in Section 3 of this Subsection (b), at their per diem rate; if approved by the County Office, the additional pay shall, for STRS purposes, be reported to the unit member's Defined Benefit Supplement account.
 3. Bargaining unit members working in Community Schools may apply to work additional days (primarily available at the institutions/court schools, as substitutes), when available. Applicants from the Community Schools shall be prioritized in the following manner:
 - A. Anyone entitled to a longer work year at the end of the 2019-20 school year.
 - B. All other qualified bargaining unit members, based upon seniority.
 4. Non-Contract Days for the 210-day Work Year

- A. Unit members on a 210-day work year calendar shall submit to the appropriate supervisor, in writing, their request for non-contract days by May 1st for the period between July 1st and December 31st, and by November 1st for the period from January 1st through June 30th. The supervisor shall notify the unit member by June 5th and December 5th whether the non-contract days requested have been approved. If they are not approved, the supervisor shall state the reasons in writing.
 - B. In order to provide the greatest opportunity for other bargaining unit members to work additional days beyond their 185-work day community school calendar, unit members at the institutions/court schools shall request to take the majority of their non-contract days between the last day of the community school year calendar and the first day of the new community school year (summer).
 - C. In all cases, 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, staff development days, or Department In-Service days.
- c. Special Education Department Work Year
1. Work Year
 - A. The work year for all Special Education unit members, inclusive of DIS staff, shall be 185 days: 180 days of instruction and five (5) non-instructional days (three (3) days for staff development, one (1) Cluster In-service day and one (1) preparation day).
 - B. Unit members who would like to work the Extended School Year (ESY) may request to do so, at their per diem rate; if approved by the County Office, the additional pay shall, for STRS purposes, be reported to a unit member's Defined Benefit Supplement account.
 - C. Unit members who wish to work the ESY shall be selected first by seniority within the SCCOE and second by the right to continue working with the same group of students as the regular school year.
- d. Work Year for Nurses and Counselors
1. Bargaining unit employees who are employed as Nurses will have a work year of 205 days.
 2. Bargaining unit employees who are employed as Counselors in the Court/Institution Schools and Community Schools will have a work year of 210 days. Bargaining unit employees who are employed as Counselors in Special Education will have a work year of 185 days.
- e. Migrant Education Teachers/Coaches
- Bargaining unit employees who are assigned to the Migrant Education program either as a teacher or as a coach will have a work year of 185 days.

ARTICLE 14 - SAFETY

14.1 Applicability

The provisions of this article pertain to all school-related duties performed by members of the unit.

14.2 Unsafe Conditions

Unit members shall not be required to work under unsafe conditions as described in state laws, regulations, and local ordinances, or to perform tasks which endanger their health, or safety, or that of those in their care.

- a. All unit members shall immediately report to their immediate supervisor any practice or condition which poses a threat to the health and/or safety of any person associated with the Office or their students. Such practices include assaults, attacks, or menace of unit members.
- b. The unit member shall, within twenty-four (24) hours, file a written report of the unsafe condition as defined in "a" above, to their immediate supervisor.
- c. Upon receipt of the written report, or form, from the unit member, the immediate supervisor shall submit a copy to the department head. The immediate supervisor shall initial and return a copy to the unit member.
- d. Upon receipt of the written report, the Office shall, within seventy-two (72) hours, respond with the proposed solution to the alleged violation.
- e. A joint Management/Teacher Facility Safety Committee shall meet twice a year to discuss facility safety issues. The Committee will consist of three (3) teachers: one (1) from Alternative Education, one (1) from Special Education, and one (1) from Head Start/Early Head Start; and, three (3) administrators: one (1) from Alternative Education, one (1) from Special Education, and one (1) from Head Start, Early Head Start or State Preschool.

14.3 Responsibility

It is the responsibility of the Office to effect necessary changes where the health or safety of unit members or students in their care is endangered.

14.4 Assault on Employees

Within twenty-four (24) hours, unit members shall report any cases of attack, assault, or menace of school personnel, and complete and file with their immediate supervisor on an appropriate, office-provided form.

14.5 Mandatory Reporting to Unit Members

Unit members are to be informed when a student with a history of assault has entered or will be entering their classroom for instruction, when that information is available to the Office.

14.6 Classroom Supervision

A unit member may request any individual, excluding Office administrators, to leave the room if such unit member determines that the individual is presenting a threat to the health or safety or appears to be unable to perform service.

- a. Unit members shall verbally report the incident to their immediate supervisor at the first opportunity followed by a written report.

- b. Within seventy-two (72) hours of the filing of the written report, a conference shall be held with the immediate supervisor, the unit member, and the involved person if that individual is within the principal's control.
- c. If resolution cannot be reached by all parties, the department head shall, within seventy-two (72) hours, hold a meeting with them in an attempt to resolve the situation.
- d. If resolution cannot be reached at the department level, it must be forwarded to Chief or Assistant Superintendent of the respective Division. The decision of the Division Chief or Assistant Superintendent shall be final.

14.7 Student Transport

No unit member may be required to transport students in a privately owned vehicle except in case of an emergency.

ARTICLE 15 - SABBATICAL LEAVES**15.1 Purpose**

Sabbatical leaves are specifically approved in the Education Code of California to permit study or travel by a unit member which shall benefit the pupils and programs of the Office.

15.2 Eligibility

Sabbatical leaves must be preceded by at least seven (7) consecutive years of service as a regular full-time unit member of the Office.

- a. A year of service is any year in which the unit member served at least 75% of the contracted days, except job-sharing unit members who must serve 75% of two (2) years.
- b. Any year in which the applicant has failed to serve 75% of the contracted days shall not be counted as an interruption of the seven (7) consecutive years.
- c. An eighth (8th) consecutive year would need to be served if any one (1) of the seven (7) consecutive years had less service on the part of the unit member than 75% of the contracted days.
- d. Sabbatical leaves beginning within four (4) years of the applicant's retirement date shall not be approved.

15.3 Extent and Distribution of Leaves

- a. The number of unit members on sabbatical leave at any one time shall not exceed 1.5% of the total number of unit members.
- b. Sabbatical leaves may be granted for a semester during one (1) fiscal year.
- c. Sabbatical leaves shall be granted for no more than one (1) year.
- d. Sabbatical leaves shall coincide with the school year.
- e. Sabbatical leaves may be granted for a semester during two (2) consecutive fiscal years, subject to the approval of the Superintendent.
- f. Sabbatical leaves may be denied by the Superintendent if there are pending layoffs of unit members in that department.

15.4 Compensation While on Sabbatical Leave

- a. Compensation while on sabbatical leave shall be in accordance with the provisions of the Office salary schedule in effect during the period of the leave.
- b. Compensation during sabbatical leave shall be:
 1. One-half (50%) pay for a full year sabbatical
 2. Full pay (100%) for one-half year sabbatical
- c. Applicants who desire to receive salary allowance while on sabbatical leave must furnish suitable bond indemnifying the Office for any salary paid the unit member during the period of the sabbatical leave in the event the unit member fails to return to render two (2) full years of service to the Office following the termination of the sabbatical leave or in the event the unit member fails to satisfactorily carry out the program of study or the itinerary of the approved trip.

- d. Applicants who do not desire to furnish a bond and receive salary while on sabbatical leave shall be paid in accordance with the Business Department's procedure in two (2) equal annual installments as follows:
 1. At the end of the first year of service after the unit member's return to duty, the Business Department shall release the first installment upon receipt of a resolution authorizing the payment of said installment, and including an affirmative statement to the effect that the unit member has completed one (1) year of service and has fulfilled all other legal requirements.
 2. At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.

15.5 Application Procedure for Sabbatical Leave

- a. Sabbatical leave applications must be submitted to the Assistant Superintendent – Personnel Services and/or designee, with a copy to the immediate supervisor, as soon as possible after July 1st of the fiscal year, and not later than October 15th of the school year preceding that year during which the leave is desired.
- b. Upon receipt of the applications, the Assistant Superintendent – Personnel Services and/or designee shall convene the Sabbatical Leave Screening Committee no later than November 15th of each year.
- c. The applicant must attach to the application form a copy of the proposed study, special project, or travel itinerary. In addition, a single page statement shall be included describing how the sabbatical leave shall be of value to the students and programs of the Office. The application form approved by the Sabbatical Leave Screening Committee shall be returned to the applicant and a copy sent to the unit member's supervisor.
- d. The Committee has the right to direct the applicant to rewrite, add to, or change any, or all of the proposal for sabbatical leave submitted for consideration.
- e. If the Sabbatical Leave Screening Committee determines that the applicant has met the requirements in the proposal, it shall recommend that the Superintendent approve the leave.
- f. If the Committee feels that the application does not come within the framework of established policy, it shall schedule a conference with the applicant to discuss the specific reasons why approval cannot be recommended. The applicant may then revise the proposal to remove the committee's objections and resubmit it for consideration.
- g. Any applicant who fails to receive a recommendation from the Sabbatical Leave Committee may appeal in writing to the Superintendent within ten (10) workdays. The Superintendent shall respond within twenty (20) workdays after receipt of the appeal.
- h. In the event that the Committee determines that the proposals of two (2) or more applicants have equally met the criteria of value to the students and to the program of the Office, and the numbers of requests exceeds 1.5% of the total number of unit members, consideration shall be given to length of service as a tiebreaker.

- i. Upon approval of the sabbatical, the applicant shall be informed in writing. The approved applicant will meet the conditions of the sabbatical or be subject to Section 15.11 - Failure to Complete Requirements.

15.6 Proposed Program Requirements

- a. Sabbatical Leave for Study—The study plan, including the number of hours of coursework to be taken, shall be submitted to the Sabbatical Leave Screening Committee for approval. Coursework shall be taken at an institution approved by the committee prior to the initiation of the sabbatical leave. Unit requirements are exclusive of any correspondence courses.
- b. Sabbatical Leave for Special Projects—The applicant shall submit a detailed outline of the proposed project for review. This outline shall include the following: objective(s); methods of conducting the project; resource persons; materials; resource agencies or institutions; audio-visual materials; proposed completion dates for each section and for the entire project; and proposed method of preparing final report with bibliography upon completion of leave.
- c. Sabbatical Leaves for Travel—Unit members on sabbatical leave shall remain in travel status for at least four (4) months for each semester of leave granted. The outline of the proposed travel shall include a statement of the objective(s) and detailed description of the itinerary, including applicable items listed in Section 15.5.c.
- d. Combinations of the above detailed descriptions of the proposed program which would have an amount of work equal to any one of the three possibilities listed above must be submitted.

15.7 Notification of Approval

The Superintendent shall notify all applicants of approval or disapproval of their sabbatical applications by February 15th of the school year in which they have applied.

15.8 Reports Required During Sabbatical Leave

Each month during the period of the sabbatical leave, a report shall be filed with the manager designated at the time the sabbatical leave was approved and shall contain the following information: current address and phone number of the unit member on leave and a brief report on study progress and places visited and any difficulties encountered which might delay completion of the program.

15.9 Final Report upon Return from Sabbatical Leave

- a. Within sixty (60) days of the unit member's return to duty, a final report shall be filed with the Sabbatical Leave Screening Committee for review.
- b. Within ninety (90) days of the unit member's return to duty, a presentation of their report and experiences while on sabbatical leave shall be made at one of the regular meetings of the Santa Clara County Board of Education.
- c. The unit member shall be prepared to send copies of the report and make related presentations to interested school staffs within the same department of the Office.
- d. The final report shall include the following:

1. Official transcripts of any college courses taken for credit.
2. A detailed description of the project with explanation of how proposed objectives were achieved, and of the itinerary, resource persons, agencies or institutions, audio-visual aids developed during the leave, method of relating the project to the unit member's assignment, usefulness to other disciplines within the department, and bibliography. A description of the trip shall not satisfy the requirement.

15.10 Effect upon Salary and Retirement

- a. Sabbatical leave shall constitute service for salary increment purposes.
- b. Sabbatical leave at full pay shall constitute full service for retirement credit. Full credit for retirement purposes shall be received by any unit member on sabbatical leave at less than full pay if the requirements of Education Code Section 22716 are met.

15.11 Failure to Complete Requirements

- a. When a unit member enters into an agreement with the Office for purposes of a sabbatical leave, this shall be considered a contract.
- b. In the event that a unit member on sabbatical leave is unable to continue with the proposed program as attached to the application form, the unit member shall notify the manager at the time the leave was approved in writing within five (5) working days. This notice shall explain the nature of the difficulty. The time limits outlined in the Application for Sabbatical Leave form are subject to change if warranted.
- c. In the event that a unit member on sabbatical leave fails to complete the program for which the leave was approved, the unit member shall reimburse the Office for sabbatical pay received. The Sabbatical Leave Screening Committee shall determine if the requirements of the sabbatical leave have been met.
- d. If the requirements of the sabbatical have not been met by the 61st day following the termination date of said leave, the Office shall initiate action for reimbursement.

15.12 Sabbatical Leave Screening Committee

- a. The management members of the committee shall be appointed by the Superintendent or designee and the non-management, certificated members shall be selected by the Association.
- b. The Committee shall be composed of the following six (6) members:
 1. Three (3) voting members from the unit.
 2. Two (2) voting members from the Office.
 3. One (1) non-voting chairperson who shall be the Assistant Superintendent – Personnel Services and/or designee.

ARTICLE 16 - LEAVES**16.1 Paid Leaves****a. Sick Leave**

1. Full-time unit members shall be entitled to accrue one (1) day of leave per school month each school year for reasons of personal illness or injury. Unit members may use accrued sick leave for purposes of caring for an ill child, spouse & domestic partner, parent, or other permanent household member, including a registered domestic partner. Unit members working an extended year will be able to earn and use their accumulated sick leave as outlined in this section of the contract. Unit members who work less than full-time shall be entitled to that portion of leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position. Unused sick leave shall accumulate from year-to-year.
2. Upon request of the Assistant Superintendent – Personnel Services, 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 if the illness or injury exceeds three (3) consecutive days. Then, and only then, shall a unit member be required to produce a medical doctor's certificate verifying personal illness or injury.
3. Whenever possible, a unit member must contact their immediate supervisor or designee as soon as the need to be absent is known, but in no event shall it be less than two (2) hours prior to the start of the workday, to permit the Office time to secure a substitute's service. The unit member shall identify the type of leave to which the absence will be charged at the time of notification to the immediate supervisor or designee. Failure to provide the aforementioned notice shall be grounds for denial of leave with pay or other disciplinary action.
4. A unit member who is absent for one-half (1/2) day or less shall have one-half (1/2) day deducted from the accumulated leave, and if the absence exceeds more than a half-day, a full-day shall be deducted from accumulated leave.

b. Extended Sick Leave (Differential Leave)

1. After all accrued sick leave and/or industrial accident and illness leave 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) workdays. The amount deducted for differential leave from the unit member's salary shall be the amount actually paid to 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.
2. If the school year ends when the unit member is on differential 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 of differential leave in the subsequent school year, but the unit member will not receive a new one-hundred (100) days.

3. 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.
4. 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.
5. An individual on a reemployment list who receives medical clearance to return to work shall be placed in a position for which they are credentialed and qualified. If the individual receives medical clearance to return during the school term, they may be assigned to serve as a substitute for the remainder of the semester or school year in order to avoid disrupting students.

c. Pregnancy Disability Leave

1. Any unit member who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.
2. For purposes of this Section, a unit member is disabled when, in the opinion of the unit member's healthcare provider, they cannot work at all or are unable to perform any one or more of the essential functions of the unit member's job or to perform them without undue risk to themselves, the completion of their pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if a unit member needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered by the birthing parent's physician to be disabling).
3. Reasonable Accommodation for Pregnancy-Related Disabilities
 - a. Any unit member who is impacted by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. A unit member is impacted by pregnancy if they are pregnant or have a related medical condition, and because of pregnancy, the unit member's health care provider has certified that it is medically advisable for them to temporarily transfer or to receive some other accommodation.
 - b. The County Office will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to a unit member impacted by pregnancy if: they request a transfer or other accommodation; the request is based upon the certification of their health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.
 - c. Unit members should consult with their HR Benefits Specialist about their accommodation options and their return to work plan.
4. Advance Notice and Medical Certification
To be approved for a pregnancy disability leave of absence, a temporary transfer, or other reasonable accommodation, a unit member must:

- a. Provide 30 days' advance notice before the leave of absence, transfer, or reasonable accommodation is to begin, if the need is foreseeable;
- b. Provide as much notice as is practicable before the leave, transfer, or reasonable accommodation when 30 days' notice is not foreseeable; and
- c. Provide a signed medical certification from the unit member's health care provider that states that the unit member is disabled due to pregnancy or that it is medically advisable for the unit member to be temporarily transferred or to receive some other requested accommodation.

The County Office may require a unit member to provide a new certification if they request an extension of time for the leave, transfer, or other requested accommodation.

5. Duration

- a. The County Office will provide a unit member with a Pregnancy Disability Leave of Absence for the duration of their pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by their health care provider.

6. Reinstatement

- a) If the unit member and the County Office have agreed upon a definite date of return from their leave of absence or transfer, they will be reinstated on that date if they notify the County Office that they are able to return on that date *based upon the determination of the unit member's health care provider*. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, they will be returned to work within two (2) business days, where feasible, after they notify the County Office of their readiness to return.
- b) Before a unit member will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide the Associate Superintendent - Personnel Services with a certification from their health care provider that they can perform safely all of the essential duties of their position, with or without reasonable accommodation. If they do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. Any time a unit member is not allowed to work due to not having provided the required release will be unpaid except to the extent that the unit member submits the required certification and that certification identifies the unit member as still qualifying for leave under this Section.
- c) A unit member will be returned to the same or a comparable position upon the conclusion of their leave of absence or transfer. If the same position is not available on the unit member's scheduled return date, the County Office will make its best efforts to provide them with a comparable position on their scheduled return date. However, the unit member will not be entitled to any greater right to reinstatement than if they had not taken the leave. For example, if a unit member would have been laid off had they not gone on leave, or if the unit member's position has been eliminated during the leave, then the unit member will not be entitled to reinstatement.

- d) Failure to return to work at the conclusion of the leave of absence may result in termination of employment unless a unit member is taking additional leave provided by law or County Office policy or the County Office has otherwise approved the unit member to take additional time off.

4. Integration with Other Benefits

Unit members who are taking a leave of absence under PDL or who require accommodations to work a reduced work schedule or to take time off from work intermittently will first use their accrued sick leave to remain in paid status. If a unit member exhausts their accrued sick leave and remains on a leave or working intermittently/a reduced work schedule, they will use their 5 months or 100 days of differential leave under Article 16.1.b. Use of such sick leave and differential leave will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence, and a unit member will not receive pay for official holidays that are observed during their leave of absence except during those periods when the unit member is substituting sick leave for unpaid leave.

5. Benefits

- a) The County Office will maintain a unit member's health insurance benefits during a unit member's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If a unit member takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the County Office will continue the unit member's health insurance benefits for up to a maximum of 12 work weeks in a 12-month period.

EXAMPLE: A unit member takes 17.33 workweeks off due to a pregnancy disability. Assuming the unit member is eligible for FMLA and CFRA leave, their Pregnancy Disability Leave will also be concurrently covered by FMLA and their group health insurance coverage would continue for the entire 17.33 workweek period. If, after the unit member's pregnancy disability leave and FMLA Leave, have been completed, they wish to take 12 additional weeks off from work to bond with a new baby under CFRA, the County Office will continue their health insurance benefits for the 12 workweek period. Please consult your HR Benefits Specialist for more information and the next steps.

- b) In some instances, the County Office may recover premiums it paid to maintain health insurance benefits if a unit member fails to return to work following their pregnancy disability leave for reasons other than taking additional leave afforded by law or County Office policy or not returning due to circumstances beyond their control.

d. Parental Leave

- 1. In accordance with Education Code section 44977.5, leaves may be granted to a unit member for preparation for childbearing and for child rearing. Unit members who have completed one (1) year of service during the previous school year shall be granted, upon request, a 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 child or foster child.

2. The unit member shall request such leave as soon as practicable, but under no circumstances shall it be less than thirty (30) workdays prior to the date on which the leave is to begin (unless there are exigent circumstances in which case the unit member must provide notice as soon as they become aware of the need for leave). The request shall be in writing and shall include the dates the unit member wishes to begin and end the leave.
3. The unit member shall have an entitlement to use available Family Care Leave for up to twelve (12) workweeks, under the provisions set forth in Section 16.2.b.1. The unit member may use accrued sick leave during this leave. If all accrued sick leave has been exhausted, the unit member shall have the right to take differential leave during the twelve (12) weeks of parental leave. The amount deducted for differential leave from the unit member's salary shall be the amount actually paid to 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. In no event, however, will the unit member receive less than 50% of their salary.
4. Unpaid leave for the purpose of parental leave/bonding with a new child may be extended beyond the twelve (12) workweeks of leave available under family care leave provisions at the discretion of the Superintendent or Assistant Superintendent – Personnel Services and/or designee, when considering the scheduling and replacement problems of the Office.
5. The duration of the paid parental leave plus unpaid leave shall consist of no more than twelve (12) consecutive months. The first twelve (12) work weeks of this leave shall run concurrently with Family Care Leave (Section 16.2.b.1). An extension of the parental leave may be granted, not to exceed an additional twelve (12) months, i.e., such leave may not extend past and/or the child/ren's second birthday. If the leave is extended for an additional twelve (12) months, the unit member is not eligible for additional family care leave because the unit member was in unpaid status during the preceding year.
6. If both parents are employees, one twelve (12) workweek paid Family Care Leave is available per parent.
7. In the event of a miscarriage or death of a child during a childbearing or child-rearing 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 Office will assign the unit member to a position as soon as practicable.

e. Personal Necessity

1. **No Notice Personal Necessity:** The unit member shall be entitled to use up to seven (7) days of accumulated sick leave each school year for personal necessity. The unit member shall not be required to secure advance permission for leave taken under personal necessity for any of the following reasons:

- a) Death or serious illness of a member of the immediate family as defined below under Bereavement Leave (16.1.f.1).
 - b) Accident involving the unit member's person or property or the person or property of a member of the immediate family as below under Bereavement Leave (16.1.f.2).
 - c) Birth or adoption of a child or release of child and mother from the hospital (instances where the date is not known in advance).
2. **With Notice Personal Necessity:** If the unit member is using this leave for reasons other than those listed in Section 1 above, the unit member does not need to give a reason other than "personal necessity;" however, the unit member shall submit a completed absence report/request form stating the type of absence and the date(s) of the leave. This form shall be submitted to the supervisor department head or principal at least twenty-four (24) hours in advance when possible.

f. Bereavement Leave

1. In the event of the death of a member of the immediate family, a unit member may be granted up to three (3) workdays for bereavement leave at full pay, or five (5) days if out-of-state or more than 150 miles one way 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 immediate family.
2. "Immediate family," for the purposes of bereavement leave, shall be defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse & domestic partner or registered domestic partner of the unit member, or the spouse & domestic partner, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, parent-in-law, or step-child of the unit member or any permanent household member whose well-being is dependent on the unit member's care.

g. Judicial Leave

1. A unit member 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 received to the Office. In the event that a unit member is placed on compulsory leave, the provision outlined in Education Code Section 44940 will be followed.
2. If a court proceeding is brought against a unit member in which it is alleged that they committed an assault in connection with their employment, the unit member may request the Office to furnish legal counsel for defense in such proceeding. If the Office, after the request is made, does not provide such counsel and the unit member prevails in the proceedings, the Office shall reimburse the unit member for counsel fees incurred in their defense, provided that:
 - a) The assault was not malicious.
 - b) The action was not a proceeding between the Office and the unit member.

3. The unit member shall submit a written request for judicial leave as soon as possible after the need is known but no later than twenty-four (24) hours prior to the beginning of the judicial leave.

h. Medical and Dental Appointments Leave

1. Head Start, Early Head Start, and State Preschool Permit teachers may use up to two (2) hours per month of time off from work by advance arrangement with the department head or designee for medical, dental, or health appointments at no reduction to their sick leave bank. All other certificated staff may use up to two (2) hours, twice, for a total of four (4) hours during the regular school year for medical/dental appointments at no reduction to their sick leave bank.
2. If a series of appointments is required, arrangements for absence shall be made in advance with the supervisor and may be deducted from accumulated sick leave.

i. Association Officer Leave

1. Upon written request to the supervisor and the Assistant Superintendent – Personnel Services and/or designee, from the Association President at least five (5) workdays prior to the date of the requested leave, Association representatives shall receive time off with pay for Association business. This time shall not exceed a total of ten (10) days off per school year. The Association shall have the right to purchase ten (10) additional days off for which the Association reimburses the County Office for the actual cost of the substitute. This leave is contingent upon availability of a substitute.
2. The Association President shall be given release time to be taken on one (1) regularly designated, mutually agreed day every other week, and the Association shall reimburse the Office for the actual cost of the substitute. The schedule will be established before the beginning of each semester. The President's release day will include meetings with the Administration for employer-employee relations. The President's release day is not part of the days listed in Section 16.1.h.1.

j. Catastrophic Leave

1. The Association participates in an employee-wide Catastrophic Leave Bank (AR 4161.9) administered by Human Resources.

16.2 Unpaid Leaves

a. General Information

1. Unit members who intend to return from an unpaid leave of absence shall inform their department head in writing by March 1st. Failure to provide notice of intent to return from an unpaid leave prior to March 1st shall be considered an official resignation. Unit members who wish to request an unpaid leave for the following school year, shall notify their immediate supervisor in writing by March 1st and shall receive a written response approving or denying the request by April 1st. Unit members in paid status for a work year, who notify the Office of a request to take unpaid leave for the following school

- year, in accordance with this section, will continue to receive paid medical and dental benefits through August of the year in which the unit member was in paid status.
2. Unit members on Office-approved, unpaid leaves of absence shall have the option to continue to receive health insurance coverage for the period of the leave upon reimbursement to the Office.
 3. If such a leave is subject to federal or state law, the leave shall be provided in accordance with applicable federal and/or state law, whichever provides the greater benefit to the unit member, except that where a contractual provision provides the greater benefit, that contractual provision will be followed.

b. Family & Medical Leave Act (FMLA)

	The County Office shall comply with the Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”).
1. Eligibility	Employees who have completed one year (twelve months) of service for the County Office, and at least 1,250 hours of service during the previous one year (twelve months) period, have the right to an unpaid leave of absence under the FMLA and the CFRA. Full-time employees are presumed to have met the 1,250 hour requirement.
2. Reasons For and Length of Leave	<p>Employees may take leave for the following purposes for up to 12 workweeks within a rolling 12-month period, measured backwards from the date the employee first uses the leave:</p> <ol style="list-style-type: none"> 1. the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child; 2. to care for an immediate family member (spouse, child, parent and for CFRA Leave: registered domestic partner, parent-in-law, child of a registered domestic partner, grandparent, grandchild, or sibling) with a serious health condition) (“Family Care Leave”); 3. an employee’s inability to work because of a serious health condition; 4. a “qualifying exigency,” as defined under the FMLA and/or CFRA, arising from a spouse’s, child’s, or parent’s “covered active duty” or call to the same as a member of the military reserves, National Guard, or Armed Forces. In addition, employees may take up to 26 workweeks in a single 12-month period to care for a spouse, child, parent, or next of kin (nearest blood relative) who is a “Covered Servicemember.”
3. Definitions	<ol style="list-style-type: none"> 1. “Family members” for purposes of the CFRA shall include registered domestic partners. 2. “Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. For CFRA only, a parent-in-law is also a parent. 3. “Child” means a biological, adopted, or foster child, stepchild, a legal ward, or a child of an employee standing in loco parentis to that child and, for FMLA only, who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability. 4. “Covered Servicemember” is defined as (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical

	<p>treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.</p>
<p>4. Notice and Certification</p>	<p>A. Notice:</p> <ol style="list-style-type: none"> 1. Foreseeable: If the need for a leave becomes known more than 30 days prior to the date a leave is to begin, the employee must provide at least 30 days written advance notice to the Human Resources Department. <p>If the need for leave is foreseeable and 30 days’ notice is not possible, then the employee needs to provide as much advance written notice to the Human Resources Department as is possible and practical (generally, the day the employee finds out about the need for the leave or the next business day).</p> <ol style="list-style-type: none"> 2. Not foreseeable: If the need for leave is not foreseeable, then the employee needs to provide written notice to the Human Resources Department following the County Office’s normal absence reporting process unless there are extenuating circumstances, in which case written notice must be provided as soon as possible and practical. For employees seeking to take “exigency leave,” those employees need to provide the County Office with as much notice of the need for leave as is reasonable and practical under the circumstances; <p>B. Certification: Employees will be required to provide applicable fully completed certification and documentation as requested by the County Office to support the request to take leave under this Section.</p>
<p>5. Intermittent Leave</p>	<p>Leave for reasons other than baby bonding may be taken non-consecutively/intermittently. Intermittent leave can be taken in blocks of time, or by reducing the employee’s normal weekly or daily work schedule.</p> <p>Leave for baby bonding purposes may be taken non-consecutively. To determine the duration of bonding leave, please contact Human Resources.</p>
<p>6. Bonding Leave</p>	<p>Unit members may elect to utilize up to 12-weeks of child bonding leave occasioned by the birth of the employee’s child, or the placement of a child with the employee in connection with the employee’s adoption or foster care of the child.</p> <p>For birthing parents, the 12-week child bonding leave may commence at the conclusion of any pregnancy disability leave on a date designated by the unit member and must be completed within one year of the birth, adoption, or foster care placement of a child.</p> <p>For non-birthing parents, the 12-week child bonding leave shall be completed within the one year following birth, adoption, or foster care placement of a child.</p> <p>If both spouses/registered domestic partners work for the County Office, they will be able to each take 12 workweeks off for bonding leave.</p> <p>Please see Article 16.1.d regarding an employee’s ability to remain in paid status while on bonding leave.</p>

7. Paid Status	<p>If an employee is on leave for their own serious health condition, the employee will be required to use all accrued sick leave and extended sick leave during any unpaid portion of the FMLA/CRFA leave to the extent allowed by applicable law. When sick leave and/or extended sick leave is exhausted, the balance of the leave is unpaid.</p> <p>Employees may use accumulated sick leave in conjunction and concurrently with leave under this Section to care for a family member, subject to all certification and related requirements of the FMLA and CFRA.</p>
8. Benefits	<p>The County Office will continue making contributions for an employee's medical, dental, and vision benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee wants their benefits coverage to continue during the leave, the employee must also continue to make any premium payments that they are responsible for making.</p> <p>Unless an employee is taking leave to care for a Covered Servicemember which provides 26 workweeks of continued benefits, employees will generally be provided with medical, dental, and vision benefits for a 12-workweek period.</p> <p>Information on these leaves may be obtained from Human Resources or ACE/CTA Representative.</p>
9. Reinstatement	<p>Employees will be reinstated in accordance with the law.</p> <p>Prior to being allowed to return to work, an employee wishing to return from a leave for their own serious health condition must submit a document from a health care provider that certifies the employee <i>is able to return to work with or without restrictions</i>. For an employee on intermittent leave, such a release may be required <i>once every 30 days</i> if reasonable safety concerns exist regarding the employee's ability to perform <i>their</i> duties, based on the serious health condition for which the employee took the intermittent leave.</p>
10. Concurrent Running	<p>When a unit member uses FMLA Leave for their own illness or disability it will run at the same time as leaves taken pursuant to Articles 16.1.a (Sick Leave), 16.1.b (Extended Sick Leave), 16.1.c (Pregnancy Disability Leave for FMLA only), 16.1.d (Parental Leave), and 16.2.c (Health or Personal Leave).</p>

c. Health or Personal Leave

1. A unit member may request an unpaid leave for reasons of health (illness, accident, or quarantine) or personal reasons when the unit member is unable to perform duties. If the leave is approved, the leave shall be for a duration not exceeding one school year and may be extended upon mutual agreement.
2. A statement by the unit member's physician to the effect that the unit member is entitled to leave or to return from leave may be furnished at the Office's request. The unit member shall notify the Office of their intended return date at least two (2) weeks in advance.
3. Upon return from such leave, the unit member shall receive an assignment equivalent to the assignment held immediately prior to the leave.
4. The time during which the leave is taken shall be considered as employment only as is necessary to comply with Education Code Sections 44908 and 44909.

d. Study Leave

1. A unit member may be granted a leave of absence for educational improvement, providing they have served on staff for at least three (3) years.
2. If the study leave is approved, it shall be approved for a period of not more than one (1) academic year and shall be taken without pay.
3. The unit member shall submit application for study leave in writing, outlining the details of the plan for using the time on leave and indicating the benefits which would accrue to himself/herself and to the Office if the leave were granted.
4. The unit member shall be entitled to return to the same position occupied when leave was taken or to a position of equivalent or higher status. However, time in service on the salary schedule and sick leave shall not accrue to the unit member during the period of leave unless in any single fiscal year involved, they have served at least 75% of the working days of that year.

e. Military Leave

1. Unlimited military leave shall be allowed for any unit member who is drafted or voluntarily enlists in the Armed Forces of the United States during a period of national emergency declared by the President of the United States.
2. Temporary military leave shall be granted to any unit member who is a member of the reserve corps of the United States Armed Forces, National Guard, or Naval Militia while engaged in military duty ordered for purposes of training, drills, cruises, special exercises, or like activity, providing the leave does not exceed 180 calendar days, including time involved in going to and returning from duty.
3. If the unit member returns to a position within six (6) months of honorable discharge or placement on inactive status or upon return from temporary military leave, all rights, privileges, seniority, status, and pay will be reinstated.
4. In addition to any military pay or subsistence allowances received from the Armed Forces of the state or nation, a unit member who has completed one (1) year of service with the Office shall be entitled to receive full salary for a period of military leave not to exceed thirty (30) calendar days, whether on temporary duty for training or on active duty during a state or national emergency.

f. Miscellaneous Leaves

1. Upon approval of the Superintendent, leave without compensation, salary increment, or tenure credit may be granted for a period of one (1) school year for the following purposes:
 - a) To participate in exchange teaching programs in other states, territories, or countries.
 - b) To perform foreign or military teaching.
 - c) To participate full-time in the Peace Corps, Teacher Corps, or Job Corps.
 - d) To serve in an elected public office.

2. Upon approval of the Superintendent, leave without compensation, salary increment, or tenure credit shall be granted for a second (2nd) school year for foreign or military teaching programs.

16.3 Industrial Accident and Illness Leaves

- a. All unit members shall be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury or illness which has qualified under Worker's Compensation insurance laws.
- b. Such industrial illness includes, but is not limited to, mumps, scarlet fever, measles, chicken pox, hepatitis, pink eye, mononucleosis, tuberculosis, and meningitis.
- c. Such leave shall not exceed sixty (60) days during which the schools of the Office are required to be in session or when the unit member would otherwise have been performing work for the Office in any one fiscal year for the same industrial accident.
- d. Payment for wages lost on any day shall not exceed the normal wage for the day when added to any award granted the unit member under the Worker's Compensation laws of this state. Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Worker's Compensation.
- e. A unit member shall be entitled to no more than sixty (60) days leave for a single industrial accident or illness, even though that leave may overlap into the following fiscal year.

ARTICLE 17 - RETIREMENT/REDUCED WORKLOAD**17.1 Early Retirement****a. General Provisions**

1. Applicants for early retirement must have a minimum of ten (10) years of service with the Office in a position requiring certification. A year of service is defined as 75% of the days required by the employment contract.
2. Applicants shall be at least 55 years of age.
3. No more than four percent (4%) of the unit members shall be in the early retirement program in any one year.
4. If the number of applicants exceeds the four percent (4%) limit, selection shall be made on the basis of seniority.
5. Early retirement contracts may be authorized by the Assistant Superintendent of Student Services and the Assistant Superintendent – Personnel Services and/or designee depending on program needs.

b. Early Retirement Contract Guidelines

1. Certificated unit members may apply to their program manager for early retirement work as a consultant, subject to approval by the Assistant Superintendent of Student Services and the Assistant Superintendent – Personnel Services and/or designee in accordance with these guidelines.
2. The unit member must actually retire from the Office in order to be eligible for Early Retirement.
3. Persons employed under this proposal shall be designated as consultants to the Office. As consultants they will enter into contracts as retirees and paid by bill warrants. Payment for contracted services shall be at a per diem rate based upon the unit member's step and column placement on the salary schedule at the time of retirement. Payment for contracted services shall not exceed the STRS maximum allowed for the retiree.
4. Early retirement consultants shall be guaranteed annually renewable contracts for part-time service.
5. Such contracts shall not be renewable after the fifth (5th) school year following retirement or at the end of the school year in which the unit member reaches 65 years of age, whichever comes first.
6. Early retirement consultants shall serve not less than fifteen (15) days per school year at such times as may be mutually agreed upon.
7. Under the terms of this plan, the early retirement consultant shall perform such services for the Office as may be agreed upon mutually.
8. Participation in the early retirement plan shall be purely voluntary on the part of the unit members.
9. The early retirement consultant may choose to discontinue this program at the end of any contract year.
10. No leave shall be earned under the terms of this plan, and the unit member may not use sick leave accumulated prior to retirement.

11. By September 15th of each year, applicants may provide the Office with an early retirement project to be included in the Office's list of suggested early retirement projects.
12. October 1st of each year, the Office shall supply the Association with a list of suggested topics that can be written as proposals for early retirement projects.
13. Applications for early retirement shall be submitted in writing to the unit member's principal or program manager by December 1st of the school year prior to the implementation of the proposed project. Applications shall include a description of the proposed project. The principal or program manager shall meet with the applicant prior to January 15th to discuss the proposed project. Applicants shall be notified of the implementation schedule of their projects by March 1st.
14. Any retiree so rehired must furnish a health certificate from a qualified physician.

17.2 Reduced Workload Pre-retirement Option

- a. Pre-Conditions: The County Superintendent will offer the reduced workload pre-retirement option only if the following pre-conditions exist:
 1. This option shall not be offered unless the Office determines that participating in the program will not exceed by more than \$2,000 the "cost neutral" requirements of the statute Education Section 44922.
 2. This option shall not be offered if the unit member's participation in the program will have an adverse impact on the program needs. The parties agree that there would be an adverse impact on program needs if more than two (2) unit members in the same program were to reduce their workload or if the Office is unable to replace the services that would have been provided if the FTE were not reduced. The parties agree that for purposes of this section, "program" is defined in the following five (5) tier structure. Applications shall not be denied based on program needs for arbitrary and capricious reasons.
 - i. Special Education programs constitute tiers one (1) through four (4).
 - Tier one (1): Early Start program, to include all bargaining unit members.
 - Tier two (2): Low Incidence programs, to include the Deaf and Hard of Hearing, Orthopedically Impaired, and Visually Impaired.
 - Tier three (3): All other classroom teachers.
 - Tier four (4): All other DIS staff, not represented in Tier one (1).
 - ii. Alternative Education programs constitute Tier five (5).
- b. Certificated employees may apply to their program manager to reduce their workload from full-time to part-time with retirement service credit based on full-time employment; however, the option will not be offered unless the Assistant Superintendent of Student Services and the Assistant Superintendent – Personnel Services and/or designee determines that the above pre-conditions have been met.
- c. Any agreement between the Office and the reduced workload applicant shall be reduced to writing and must be approved by the applicant's program manager, the Assistant Superintendent of Student Services, and the Assistant Superintendent – Personnel Services and/or designee. Copies of the written agreement

- shall be provided to the unit member, the program manager, and the Assistant Superintendent – Personnel Services and/or designee, the State Teachers' Retirement System, and any other affected outside agencies or department within the Office.
- d. Should the applicant be denied participating in the program because the Office has determined the cost to do so exceeds the pre-conditions established in Section 17.2.a.1, then the Office will provide the applicant with a calculation worksheet identifying how that determination was made.
 - e. Unit members wishing to participate in the program shall apply by letter to their program manager no later than February 1st of the preceding year. The program manager shall forward their recommendations to the Chief or Assistant Superintendent of the respective branch for approval. The application shall then be forwarded to the Assistant Superintendent – Personnel Services and/or designee who shall advise the unit member of the final determination on the application no later than April 30th of the same year.
 - f. The unit member must be at least 55 years of age and be no older than the maximum allowed by law.
 - g. The unit member must have been employed by the Office in positions requiring certification for at least ten (10) years of which the last five (5) were full time. Time spent on a sabbatical leave or other approved leave of absence shall not be used in computing the five (5) year, full-service requirement.
 - h. The period of time which a certificated employee may work on a reduced workload and receive full retirement shall be for one (1) full year. The employee may re-apply on an annual basis.
 - i. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract during the unit member's final year of service in a full-time position.
 - j. The unit member shall be paid a salary which is the pro rata share of the salary the unit member would be earning had they not selected to participate in the part-time employment program.
 - k. The unit member will continue to receive full health and welfare benefits.
 - l. The Office and the unit member will make the contribution to the State Teachers' Retirement System/Public Employees' Retirement System required by full-time employees.
 - m. Unit members who elect to retire under the provisions of Section 17.1 may be considered for consultant work by the Office.
 - n.

ARTICLE 18 - JOB SHARING

18.1 Timeline

Job sharing shall be an option for unit members. Unit members wishing to job share or to continue to job share must submit a written proposal no later than March 1st of each year, according to the provisions of this Article.

18.2 Stipulations

There shall be no more than one (1) new-shared job per year per principal or program manager, with the total amount not to exceed three (3) per principal or program manager.

- a. Unit members who have served three (3) years with the Office and who hold an appropriate, valid California credential may apply. Job shares are subject to approval by the principal or program manager.
- b. Participants shall be placed on the correct step and column of the current salary schedule and receive credit for Master's degrees (as appropriate under 19.4 of this Agreement) and salary increments. Each participant in a job share shall work according to one of the three following models: (1) one semester or 50% of the school year; (2) 50% of the workday on a daily basis; or (3) 50% of the workweek. Each participant's salary shall be one-half (1/2) of the full-time compensation.
- c. The accumulation of sick days per school year for a shared job shall be: five (5) sick days for 180 days; and six (6) sick days for 200/205/210/220 days.
- d. Job share participants who work on a half-day or half-week basis shall attend in-services, before school planning meetings, home visits, parent conferences for their students, and IEP meetings. Job share participants who work on a semester or half-year basis shall attend all such meetings and parent conferences occurring during the half-year in which the unit member works; however, the unit member shall not be required to attend such meetings or conferences during the other half of the year. A job share participant working on a half-year basis shall be required to provide transitional information about the student to the partner.
- e. Each participant shall receive 50% of the Office contribution toward health and welfare benefits.
- f. Each participant and the Office shall contribute to the State Teachers' Retirement System and each participant shall earn credit for one-half (1/2) year of service toward retirement.
- g. Job-sharing unit members may request to return to a full-time position. This request must be made in writing to the principal or program manager, Chief or Assistant Superintendent (of respective branch), and the Assistant Superintendent – Personnel Services and/or designee no later than March 1st of any participating year. The unit members shall return to full-time status provided there is a vacancy for which they are qualified.
- h. If a job share participant leaves employment of the Office, for any reason other than those listed below in Section 18.2.i, the other participant shall return to full time status unless the participant can find a new job share partner and the new partnership does not disrupt a class during the school year.
- i. If a job share participant is unable to fulfill the job share due to medical reasons, pregnancy disability reasons, or Family Medical Leave, the other job share participant shall attempt to find a qualified replacement or volunteer to work full time. If the other job share participant is unable to find a replacement and cannot work full time, a long-term substitute will be hired to complete the year.
- j. If a participant is asked to perform any duties beyond the contracted day or in place of the contracted day, they shall receive prorated per diem rate of pay.

18.3 Implementation

- a. Two (2) unit members who wish to share a single job shall write a joint proposal and submit it to the principal or program manager no later than March 1st.

- b. The proposal shall include the following items:
 - 1. Goals and objectives for the instructional program.
 - 2. Goals and objectives for the unit members working together:
 - a) Plans for the division of working time.
 - b) Plans for mutual coordination and writing of goals.
 - c) Plans for continuity of programs.
 - d) Plans for continuity of classroom and student management.
 - e) Plans for parent education to job-sharing.
 - f) Plans for site responsibilities.
 - g) Transition planning.
 - 3. Type of job share arrangement (See Section 18.2.b)
- c. The principal or program manager shall meet with the job-sharing applicants to discuss their proposal within fifteen (15) working days of submission of the proposal. Suggestions for changes may be made at that time.
- d. The job-sharing applicants shall submit revisions to the principal or program manager within ten (10) working days of the meeting.
- e. The job-sharing applicants shall receive acceptance or denial of the proposal within twenty (20) working days of submission of the revised proposal. Reasons for denial of a proposal shall be given to the applicants in writing.
- f. In the event there are more applications for job-sharing than there are openings, selection shall be based on the initial date of application.
- g. Job-sharing proposals shall be submitted no later than March 1st for the following year. Early applications are encouraged.

ARTICLE 19 – SALARIES

19.1 Salary Schedules

- a. 2022-2023 School Year: The County Office agrees to provide a 10% on schedule increase to all bargaining unit employees effective July 1, 2022. To the extent that the parties have not reached a final agreement that has been fully ratified by July 1, 2022, such increase will be done retroactively and the County Office will provide notice to ACE of the date the retroactive payment will be made. To be eligible to receive the retroactive payment, the unit member must be employed on the date the payment is made.
- b. The County Office proposes, effective the first full pay period following ratification of the parties' successor collective bargaining agreement to the one that expired on June 30, 2022, the following:

2022-23

	A	B → A	C → B	D → C	E → D	F* → E
STEP	BA Degree	+15 Units- BA Degree	+30 Units	+45 Units	+60 Units	+75 Units
	Per Diem Monthly Annual	Per Diem Monthly Annual	Per Diem Monthly Annual	Per Diem Monthly Annual	Per Diem Monthly Annual	Per Diem Monthly Annual

For: Alternative Education Institution/Court Schools, Special Education Nurses, Special Education/ Alternative Education at Community Schools

2022-23

	A	B → A	C → B	D → C	E → D
STEP	AA DEGREE(60 unit)	AA DEGREE(90 Units)	AA DEGREE(120 UNITS) +30 units	BA	BA + 30 UNITS above BA
	Per Diem Monthly Annual	Per Diem Monthly Annual	Per Diem Monthly Annual	Per Diem Monthly Annual	Per Diem Monthly Annual

For: Head Start/Early Head Start Preschool Teacher, Migrant/Preschool Teacher, State Preschool Teacher, Teacher-Community Co Op

- c. 2023-2024 School Year: The County Office agrees to provide a 5% on schedule increase to all bargaining unit employees effective July 1, 2023.
- d. For the 2023-2024 school year, if the COLA derived from the enacted State Budget Act is equal to or above 6.0%, the parties agree to reopen Article 19.1 for that school year.
- e. All unit members who serve less than the required number of days as set forth in Salary Schedules B and D shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position.
- f. Notwithstanding Section 19.1.e above, unit members who work 50% of the contract days for that position shall receive not less than one-half (1/2) of the annual salary for that position.
- g. Initial placement on the salary schedule shall be based on prior professional experience and educational attainment. These criteria shall be used to determine the initial placement of all unit members.
- h. Prior Experience and Academic Units
 - 1. Prior Experience. Prior public school certificated experience, under contract, shall be granted year-for-year. Prior private school certificated experience shall be granted year-for-year pending approval by the Assistant Superintendent – Personnel Services and/or designee. School nurses shall receive year-for-year credit for prior nursing experience. For nurses hired on or after July 1, 2002, and Speech-Language Pathologists (SLPs) hired on or after October 22, 2004, credit is granted for Continuing Education Units (CEU's) completed before joining the CTA unit on the basis of one (1) semester unit for ten (10) CEU hours. Speech-Language Pathologists (SLPs) hired on or after July 1, 2002, shall receive year-for-year credit for prior speech-language pathology experience pending approval by the Assistant Superintendent – Personnel Services and/or designee. Documentation of prior experience and academic units must be made by the end three (3) calendar months from the first date worked (e.g., August 25th until November 25th). If documentation is impossible within three (3) calendar months through no fault of the unit member, a written request for an extension may be filed with the Assistant Superintendent – Personnel Services and/or designee. For Regional Occupation Program

(ROP) teachers hired on or after July 27, 2012, credit is granted for Continuing Education Units (CEU's) completed before joining the CTA unit on the basis of one (1) semester unit for ten (10) CEU hours.

2. Educational Attainment. Unit members shall be placed on the appropriate column according to the academic records filed with the Office.
 - i. Unit members shall advance one step on the salary schedule for each school year of employment. A year of employment shall be defined as a minimum of 75% of the days in the unit member's contract. Unit members shall advance to the appropriate column on the salary schedule as verified by the original transcript from an accredited college or university for course work taken after receiving a bachelor's degree. Credit is also granted for Continuing Education Units (CEU's) completed by any unit member after joining the CTA unit on the basis of one (1) semester unit for ten (10) CEU hours effective July 1, 1992. Courses completed by September 1st must be submitted on an official transcript by November 30th for placement on the current year's salary schedule.
 - j. The annual salary shall be determined by placement on the salary schedule. Unit members who agree to work in excess of their contract days shall be paid on a per diem rate determined by dividing the total contract amount by the number of days in the contract, or at the unit member's choice, they may receive day-for-day leave. Efforts shall be made to enable those days to be taken at times convenient to the unit member and consistent with the needs of the Office and the workload of the program.
 1. Head Start, Early Head Start, and State Preschool unit members shall be paid according to Salary Schedule B.
 2. Other unit members shall be paid according to Salary Schedule D which for them shall represent 185 days of service. Unit members placed on Schedule D working over 185 days shall have the salary computed by dividing the annual salary by 185 days, and then multiplying that per diem rate by the number of actual working days in the annual contract work year. Unit members working on annual contracts of more than 185 days shall have STRS deductions and contributions made accordingly.

19.2 Payment Schedule

- a. A unit member working on a 185-day contract whose regular contract assignment begins in July, and who works the month of July, shall be paid in twelve (12) equal net payments.
- b. Days worked over the declared work year will be paid on a prorated per diem basis.

19.3 Additional Responsibilities—Compensation

a. Extra Duty Pay

1. The extra duty rate for direct instruction with students, e.g., home-teaching, state testing prep (CST), credit recovery, shall be the member's hourly per diem rate. To calculate the per diem rate, the divisor shall be the 185-day base salary schedule.

2. The extra duty rate for all other after hours work shall be \$50 per hour, e.g., staff development trainings and planning.

A unit member participating in an IEP outside of their contract hours will be compensated at their per diem rate.

b. Teacher-in-Charge (Special Education and Alternative Education only)

1. Duties of a Teacher-in-Charge may include:

- Serving as liaison between the COE staff at the site and the host site staff
- Serving as contact person for site tours, visitations, etc.
- Facilitating resolution of transportation issues (e.g., late buses, missing students, etc.)
- Gathering/distributing documents/information to and from the main cluster office (e.g., substitute payroll, attendance for staff and students, sign-in sheets, flyers, etc.)
- Conducting inventory
- Serving as primary communicator between the Principal and the site staff
- Updating site documents
- Scheduling students into classes
- Implementing and reporting student discipline issues
- Supporting substitutes
- Attending leadership/site team meetings

Additional duties may be jointly developed by the Teacher-in-Charge and the Principal. Additional duties will be approved by the Director and a copy will be given to the Association. The Teacher-in-Charge shall have no supervisory duties.

For Special Education teachers who serve as Teachers-in-Charge, participation in IEP meetings is not considered a component of their Teacher-in-Charge duties. As such, these employees are eligible to apply for extra time, should their IEP meetings go beyond the regular work day, in the same manner as their colleagues may.

2. (a) The Teacher-in-Charge shall be selected by the principal annually from those who apply in writing for the position. The selection is subject to the approval of the Director. Only teachers who are assigned full-time to a site may be eligible for this additional assignment. The Teacher-in-Charge serves in the principal's absence during emergencies and assists the principal as needed. Teachers-in-Charge are full-time instructors who may be expected to be available one (1) hour over and above the teacher's normal workday.

(b) One teacher will be designated per site unless authorized by the Assistant Superintendent of Student Services.

3. Compensation

The compensation amount is effective January 6, 2020.

Number of Classes	Number of Contract Days	
	185	210
1	550	605
2-4	1,100	1,155
5-8	1,760	1,925
9-12	2,310	2,475
13+	2,860	3,125

c. Speech-Language Pathologists (SLPs)

The Office agrees to pay a stipend of \$1,000 per year to each SLP and audiologist who acquires and maintains the Speech-Language Pathology license, Audiologist license, or other license that may be required to perform the work with students. All SLP's are expected to acquire and maintain this license.

A \$500 stipend per year will be available to any SLPs who are assigned to supervise new SLPs during the fellowship year. A detailed supervision plan must be submitted to the Director-Special Education prior to commencement of assignment.

d. Counselors

Counselors shall receive \$800 per year in addition to their regular salary.

e. Head Start, Early Head Start, and State Preschool Double Session Teachers

Head Start, Early Head Start and State Preschool Permit teachers who teach double sessions shall receive a stipend of \$1,400 per year.

f. Lead Nurse

The parties agree that the unit member performing the job of Lead Nurse shall receive an annual stipend of \$3,000. The Lead Nurse shall provide direct service to students three days a week, and two days a week shall be dedicated to monitoring case load and legal compliance issues.

- g. If the need arises for the County Office to assign a unit member to conduct assessments and/or IEPs for an absent unit member and/or vacant positions, the principal will follow the procedures set out in Appendix __ (Certificated (teacher) Additional Duties Chart). Unit members will be compensated at their per diem hourly rate for such approved work.

19.4 Advanced Degrees

- a. Master's Degrees—Effective July 1, 2016, unit members will receive \$1,800 for their master's degree. Effective July 1, 2017, the master's degree stipend shall increase to \$2,000.
- b. Doctorate Degrees—Unit members shall receive an additional \$500 for their doctorate degree.
- c. National Board Certification – Effective July 1, 2017, unit members who have achieved National Board Certification shall receive a stipend of \$2,000.

19.5 Payroll Errors

- a. Underpayments—All payroll errors in which the unit member has been underpaid shall be corrected in an expeditious manner not to exceed five (5) workdays from the date the error was verified.
- b. Overpayments—Unit members shall be given written notification of any errors in which they have been overpaid and the dates and amounts of overpayment prior to making any attempt to recover the amount of the overpayment; however, step and column placement on the salary schedule shall be corrected immediately upon notification to the unit member to avoid any further overpayment. The unit member shall meet with the Manager, Payroll Services to determine the schedule for reimbursement.

19.6 Tuition Reimbursement

Regular permanent unit members on Salary Schedules D shall be eligible to apply for tuition reimbursement for semester units earned beyond a BA. Regular unit members on Salary Schedule B (State Preschool, and Head Start/Early Head Start) shall be eligible to apply for tuition reimbursement for semester units earned beyond the completion of a BA.

Tuition reimbursement shall only apply to courses, from an accredited college or university, that are directly related to the unit member's assignment and for which semester units (or quarter-unit equivalents) are given.

Prior approval must be granted by the Assistant Superintendent – Personnel Services and/or designee, in order to be eligible for tuition reimbursement. Total reimbursement for each unit member participating in the program will not exceed \$1,000 per school year effective with the 2022-2023 school year.

The Office will allocate a total of \$12,000 per school year for the tuition reimbursement program effective with the 2022-2023 school year. 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).

19.7 Mileage Reimbursement

The County Office will reimburse unit members who are required to attend meetings that take place after school and are not located at the unit member's home school/location for the mileage between the home school/location and location of the after school meeting at the IRS rate. To receive the reimbursement, unit members must complete a mileage reimbursement form and submit it to the County Office within 30 days of the meeting.

ARTICLE 20 - BENEFITS**20.1 Benefits Covered**

The Office shall continue its contribution toward the following health and welfare fringe benefits or comparable benefits and coverages for the period of this contract:

- a. Medical, prescription, dental (including adult orthodontia), vision, and employee assistance benefits for unit members and dependents, including registered domestic partners. Effective, the first full month after the full ratification of the parties successor collective bargaining agreement from July 1, 2019 through June 30, 2020, the County Office agrees to increase its Delta Dental Buy Up plan contribution to \$163.98 per month.
- b. Decreasing term life insurance for unit members.
- c. Domestic partners enrolled in Office health and welfare benefit programs before November 1, 2005 may continue to be enrolled. Effective November 1, 2005, any newly enrolled domestic partners shall be registered domestic partners as defined in the California Family Code.

20.2 Part-Time Employee Benefits

Employees employed on or before October 31, 2005, in part-time status, who work at least .50 FTE shall continue to receive the full Employer contribution towards benefits. Employees working less than .50 FTE are not eligible for benefits under the insurance plans offered by the Office.

Part-time employees hired on or after November 1, 2005, and employees hired before November 1, 2005, who change to part-time status or reduce their part-time status on or after July 1, 2006, shall have benefits prorated by FTE in accord with the table below:

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

20.3 Carriers

All carriers providing the agreed-upon benefits and coverage shall be determined by the Office.

20.4 Health Care Cost Containment Committee (HCCCC)

The Association will participate in a Health Care Cost Containment Committee (HCCCC) with representatives from the Office and other bargaining units for the purpose of studying and implementing cost containment measures that meet the needs of employees. The Association will appoint two (2) representatives to this committee in addition to the CTA consultant.

- a. Benefits Contributions for October 1, 2022 through September 30, 2025
 1. Beginning October 1, 2022, and as long as the parties have full ratified their successor collective bargaining agreement, the County Office's contribution for health insurance premiums shall not exceed \$19,056.00 on an annual basis (\$1,588.00 per month). To the extent necessary, the crediting of this increase to each eligible bargaining unit member will be done retroactive to October 1, 2022. Unit

members shall contribute any amount in excess of the County Office's contribution limit (cap) for medical premiums.

2. Beginning October 1, 2023, the County Office's contribution for health insurance premiums shall not exceed \$1,620.00 per month and on an annual basis shall not exceed \$19,440.00. Unit members shall contribute any amount in excess of the County Office's contribution limit (cap) for medical premiums.
3. Beginning October 1, 2024, the County Office's contribution for health insurance premiums shall not exceed \$1,652.00 per month and on an annual basis shall not exceed \$19,824.00. Unit members shall contribute any amount in excess of the County Office's contribution limit (cap) for medical premiums.
4. The Office will provide three (3) health plan options – one (1) PPO, and two (2) HMO's. The Office will give the HCCCC as much advance notice as possible prior to any rate increase. This notice will allow ACE/CTA, as a participant, to review alternative options if the monthly premium exceeds the above amount.
5. For the benefit years beginning October 1, 2023, and October 1, 2024, if the year over year increase in medical benefit costs for the Kaiser HMO plan is above 6.0%, the parties agree to reopen Article 20.4 for that respective benefit year.

20.5 Insurance Coverage

Unit members who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive full insurance coverage to be paid by the Office for the period of illness.

20.6 Insurance Continuance-Option

Unit members on Office-approved, unpaid leaves of absence shall have the option to continue to receive health insurance coverage for the period of the leaves upon reimbursement of the Office.

20.7 Retirement Benefits

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 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 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.

20.8 Tax-Sheltered Annuities

Unit members may participate in the tax-sheltered annuity plans of their choice with the Office providing payroll deduction for this purpose.

20.9 Medical Examinations

Medical examinations not covered by unit members' existing medical coverage shall be paid for by the Office except as qualified by law. Unit members shall be given the option of using their personal physician or the facilities established by the Office for required physicals.

Reimbursement for use of a personal physician shall be for actual cost, but shall not exceed the same rate as established by the facilities now used by the Office.

20.10 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 CD player, radio, calculator, tablet, books, etc.), required for educational 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.

ARTICLE 21 - TEACHER RESOURCE SERVICES AND BASIC SUPPLIES

- 21.1** The teacher resource center will continue to provide support to unit members in the area of instructional services.
- 21.2** The Office shall provide, prior to the first arrival day for students, for that classroom basic educational and health-related materials and supplies necessary. An adequate classroom includes, but is not limited to, an enclosed "workroom" available for all days that students are in attendance. Basic safety items may vary with severity and age of students, but should include a first aid kit.
- 21.3** The principal or coordinator and unit member shall identify, prior to July 15th, equipment and material needs for a new site. In the event the site is not ready to receive students as cited above, the principal or coordinator should provide alternative plans.
- 21.4** Necessary furniture shall be obtained as expeditiously as possible.
- 21.5** The Office is not to be held responsible for materials which do not arrive in time for the opening day of classes through no fault of the Office.

ARTICLE 22 - NEGOTIATION PROCEDURES**22.1 General**

No later than April 1st of the calendar year in which this Agreement expires, the Office and the Association shall meet and negotiate in good faith. This date may be extended by mutual agreement.

22.2 Time and Place

Negotiations shall take place at mutually agreeable times and places during the regular school day, unless otherwise mutually agreed upon by both parties. A calendar of meetings shall be scheduled in advance with a goal of scheduling at least four (4) meetings per month. At the close of each meeting, items to be discussed at the next meeting will be put on the agenda.

22.3 Representatives

Each party to negotiations shall select its negotiating representatives provided that the Office shall not select a unit member, as herein defined, as its representative. The Association shall be allowed release time without loss of compensation for five (5) of its members for any bargaining session. The Association may bring additional representatives to a bargaining session. The Association will reimburse the Office for the actual substitute cost for the additional representatives.

22.4 Outside Consultants

Either party may utilize the services of outside consultants to assist in negotiations.

22.5 Power to Negotiate

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals and counterproposals in the course of negotiation, and to reach agreements subject to ratification and adoption.

22.6 Tentative Agreement

During negotiations, items tentatively agreed upon shall be reduced to writing and signed by both parties.

22.7 Final Approval

When the Association and the Office reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of the Association for ratification, and to the Superintendent and the Board of Education for adoption.

22.8 Negotiations Preparation

- a. The Office shall furnish the Association with two (2) copies of all state-required reports related to the operation of the Office as soon as the information becomes available. The Office shall furnish existing in-house backup material to the Association negotiators upon written request. Backup material shall not include development of any new material. The cost for such material shall be limited to the actual cost for preparation and shall be paid for by the Association. The Association will be notified of, and must authorize, any costs exceeding \$10.
- b. At the start of negotiations, the Office shall furnish the Association with the most recent copy of placement of personnel on the respective salary schedules as of December 31st.

22.9 Impasse

If the Association and the Office are unable to reach tentative agreement on all matters being negotiated, the impasse procedure prescribed by law shall be implemented after determination by PERB that impasse exists. If mutually agreeable, the parties may, in an attempt to resolve their differences, continue to meet and negotiate subsequent to the implementation of the impasse procedure.

22.10 Ground Rules

Ground rules shall be established by mutual agreement of both parties at the first meeting of contract negotiations. Any subsequent changes in membership of either negotiation team is not sufficient justification for changing previously mutually agreed upon ground rules.

ARTICLE 23 - NO STRIKE, NO LOCKOUT

23.1 The Association and the Office agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties, as required in this Agreement, regardless of any requests of other labor organizations to engage in such activity, and the Association will undertake to exert its best efforts to discourage any such acts by any employees in the bargaining unit.

23.2 During the term of this Agreement, the Office, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Association members or other persons covered by this Agreement.

23.3 The provisions of this Article shall be suspended during the time period following exhaustion of the statutory impasse procedures for re-opened negotiations.

ARTICLE 24 - 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 25 - PEER SUPPORT PROGRAM**25.1 Purpose**

Both parties are continually striving to provide the highest possible quality of education. In order for students to succeed in learning, the teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Referred teachers, voluntary participants, and first or second

year teachers are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

25.2 Joint Panel

- a. The Joint Panel shall normally consist of five (5) members, the majority of whom shall be permanent certificated classroom teachers who are chosen to serve by other classroom teachers through Association procedures. The other two (2) members shall be appointed by the Superintendent. If the panel consists of fewer than five (5) members, the majority shall still be permanent certificated classroom teachers, if at all possible. The members of the Joint Panel for the Association, shall serve terms of two (2) years, and may have their term extended by the Association in two (2) year increments.
- b. The Joint Panel shall establish its own meeting schedule. Four (4) members of the Panel should be present to conduct business. The Office shall provide reasonable release time for members of the Joint Panel for meeting, training, and conducting classroom observations of Consulting Teachers candidates and shall pay for any substitutes. Short meetings may be held outside of the normal workday at the discretion of the Joint Panel members.
- c. The Joint Panel shall be responsible for the following:
 1. Establishing a budget based on revenue generated by the PSP program.
 2. Providing annual training for the Joint Panel members.
 3. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
 4. Selecting the panel of Consulting Teachers. To do this the Panel will establish a procedure for application as a Consulting Teacher.
 5. Selecting trainers and/or training providers.
 6. Providing training for Consulting Teachers prior to Consulting Teacher's participation in the program.
 7. Sending written notification of participation in the PSP program to the Referred Participating Teacher, the Consulting Teacher, and the site principal.
 8. Establishing guidelines for the workload of Consulting Teachers and assigning participating teachers to Consulting Teachers.
 9. Making available names of Consulting Teachers for selection by the Participating Teacher.
 10. Adopting Rules and Regulations to affect the provisions of this Article. The Rules and Regulations will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 11. Distributing, at the beginning of each school year, a copy of the adopted Rules and Regulations to all bargaining unit members and administrators.
 12. Reviewing the final report prepared by the Consulting Teacher and making a report to the Superintendent regarding the Referred Participating Teacher's progress in the PSP Program.
 13. Administering the voluntary participating teacher program.

14. Evaluating annually the impact of the PSP program in order to improve the program and determining the number of Consulting Teachers in the following school year, based upon participation in the PSP Program, the budget available, and other relevant consideration.
- d. The Joint Panel shall assess the performance of the Consulting Teachers on an ongoing basis. The Panel shall reserve the right to rescind the appointment of a Consulting Teacher who does not meet expectations of that role.
- e. All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer the Article.
- f. The stipend for the bargaining unit members of the Joint Panel shall be \$3,200 per year.
- g. Teachers who provide assistance and review, including panel members, shall have the same protection from liability and access to appropriate defense as other public school employees under the Government Tort Claims Act (Division 3.6 commencing with Section 810 of Title 1 of the California Government Code).

25.3 Consulting Teachers

- a. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PSP Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Regulations, provided that the following shall constitute minimum qualifications:
1. Is a credentialed classroom teacher with permanent status. "Classroom teacher" includes Adaptive Physical Education Specialist, Speech Language Pathologist (SLP's), Teacher-Visual Impairments, Orientation and Mobility Instructor, Work Experience Teachers, and Resource Instructor.
 2. Has substantial recent instructional experience and ability to demonstrate through interview, exemplary knowledge of classroom curriculum and instructional strategy.
 3. Has demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- b. In applying for a position as a Consulting Teacher, each applicant is required to submit three (3) references from individuals with specific knowledge of their expertise.
1. A reference from a principal or immediate supervisor.
 2. A reference from another classroom teacher.
 3. A reference of the applicant's choosing.
- All applications and references shall be treated with confidentiality.
- c. A Consulting Teacher shall be selected by a majority of the Joint Panel after they have conducted classroom observations of the candidates.
- d. A Consulting Teacher shall be scheduled with one (1) day a week (.20 FTE) of release time as long as the Consulting Teacher is assigned to at least one (1) Participating Teacher and performs responsibilities of a

Consulting Teacher in that week. The yearly stipend will be \$5,000, and the Consulting Teacher shall be entitled to reimbursement for mileage incurred as a result of providing peer assistance.

- e. The term of the Consulting Teacher shall be two (2) years and the Joint Panel may reappoint the Consulting Teacher for one (1) additional year.
- f. Functions performed pursuant to this Article by bargaining unit members shall not constitute management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
- g. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, conferencing, referring, or by other activities, which, in their professional judgment, will assist the Participating Teacher. The Consulting Teacher shall consult with the evaluator in developing the assistance plan.
- h. The Consulting Teacher will submit a report to the Joint Panel. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Teacher to receive their input and signature before it is submitted to the Joint Panel. The Referred Teacher's signing of the Report does not necessarily mean agreement, but rather that they have received a copy of the report. The Referred Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.
- i. The Consulting Teachers will work together to plan and implement training for teachers who are new to the County Office and/or to teachers who are voluntary participants in the program.
- j. The Consulting Teacher will be assigned by the Joint Panel to provide assistance to voluntary participants.
- k. Teachers who provide assistance and review, including panel members, shall have the same protection from liability and access to appropriate defense as other public school employees under the Government Tort Claims Act (Division 3.6 commencing with Section 810 of Title 1 of the California Government Code).

25.4 First or Second Year Teachers and Voluntary Participants

- a. The purpose of voluntary participation in the PSP Program is for peer assistance only and such participation shall not cause any written reports to be produced. Voluntary participation in the PSP program shall be confidential. The volunteer participating teacher may terminate their participation in the PSP Program at any time.
- b. The purpose of first- or second- year teacher participation in the Program is to receive support designed to help the teacher grow professionally as well as identify and assist in strengthening areas where improvement may be necessary, including, but not limited to, instructional skills, classroom management, knowledge of subject areas, and/or related aspects of their teaching performance. For purposes of this Article, first- or second-year teacher refers to a unit member who is in the first two years of employment with the County Office and/or in probationary status.
- c. A Participating Teacher may request a particular Consulting Teacher. The Joint Panel will make all reasonable attempts to honor this request. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.

- d. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.

25.5 Referred Teachers

- a. A Referred Teacher is a teacher with permanent status who receives assistance to improve their instruction skills, classroom management, knowledge of subject, and/or related aspects of their teaching performance as a result of an unsatisfactory final evaluation.
 - i. because of an unsatisfactory evaluation or
 - ii. where during a school year, the unit member's supervisor has concerns regarding the unit member's performance and, after informal attempts (observations, meetings, feedback, etc.) to assist the unit member have not resulted in the expected improvement.
- b. A Referred Teacher may request a particular Consulting Teacher. The Joint Panel will make all reasonable attempts to honor this request. Referred Participating Teachers will have first priority.

ARTICLE 26 - CONCLUSIVENESS OF AGREEMENT

- 26.1** The parties agree that for the term of this contract, the only reopeners shall be Article 20 Health and Welfare and for each of the 2017-2018 and 2018-2019 school years, each party may open one (1) article. Except for these reopeners, and as expressed in Section 22.1, once the Agreement is signed and ratified by both parties, the Office and Association expressly waive and relinquish the right to meet and negotiate until negotiations reconvene no later than April 1st of the calendar year in which the Agreement expires.
- 26.2** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties. Any such change or supplemental agreement shall be reduced to writing, signed by the parties, and submitted to the Superintendent and to the Association for approval.

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Santa Clara County Office of Education


Salary Schedule B (QSS 82) 8 hours
 Head Start/Early Head Start Preschool Teacher 162-Day Work Year*

2022-23 Salary Schedule
 July 1, 2022

STEP	B			C			D			E		
	AA DEGREE			AA DEGREE(30 UNITS)			BA			BA + 30 UNITS above BA		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	240.35	3,893.67	38,936.70	248.07	4,018.73	40,187.34	264.54	4,285.55	42,855.48	281.08	4,553.50	45,534.96
2	255.20	4,134.24	41,342.40	264.54	4,285.55	42,855.48	281.08	4,553.50	45,534.96	297.58	4,820.80	48,207.96
3	271.72	4,401.86	44,018.64	281.08	4,553.50	45,534.96	297.58	4,820.80	48,207.96	314.14	5,089.07	50,890.68
4	287.65	4,659.93	46,599.30	297.58	4,820.80	48,207.96	314.14	5,089.07	50,890.68	330.64	5,356.37	53,563.68
5	304.11	4,926.58	49,265.82	314.14	5,089.07	50,890.68	330.64	5,356.37	53,563.68	347.15	5,623.83	56,238.30
6	320.66	5,194.69	51,946.92	330.64	5,356.37	53,563.68	347.15	5,623.83	56,238.30	363.83	5,894.05	58,940.46
7	337.21	5,462.80	54,628.02	347.15	5,623.83	56,238.30	363.83	5,894.05	58,940.46	380.16	6,158.59	61,585.92
8	353.65	5,729.13	57,291.30	363.83	5,894.05	58,940.46	380.16	6,158.59	61,585.92	397.22	6,434.96	64,349.64
15				380.16	6,158.59	61,585.92	397.22	6,434.96	64,349.64	415.09	6,724.46	67,244.58
18	367.83	5,958.85	59,588.46	394.28	6,387.34	63,873.36	411.94	6,673.43	66,734.28	430.44	6,973.13	69,731.28
20	379.18	6,142.72	61,427.16	405.63	6,571.21	65,712.06	423.31	6,857.62	68,576.22	441.80	7,157.16	71,571.60

* Step 18-20: Includes longevity (experience)
 ** Step 20 added & effective 7/1/2009 additional \$1,500.00 added for step 20
 ** Column A obsolete effective 7/1/22

Change is 10% COLA effective July 1, 2022

DocuSigned by:

 12/4/2022 | 4:29 PM PST
 Mary Ann Dewan, Ph.D., County Superintendent of Schools Date

12/4/2022

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Santa Clara County Office of Education

Salary Schedule B (QSS 83) 8 hours
 State Preschool Teacher 180-Day Work Year*

2022-23 Salary Schedule
 July 1, 2022

STEP	B			C			D			E		
	AA DEGREE			AA DEGREE(30 UNITS)			BA			BA + 30 UNITS above BA		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	240.35	3,933.00	43,263.00	248.07	4,059.33	44,652.60	264.54	4,328.84	47,617.20	281.08	4,599.49	50,594.40
2	255.20	4,176.00	45,936.00	264.54	4,328.84	47,617.20	281.08	4,599.49	50,594.40	297.58	4,869.49	53,564.40
3	271.72	4,446.33	48,909.60	281.08	4,599.49	50,594.40	297.58	4,869.49	53,564.40	314.14	5,140.47	56,545.20
4	287.65	4,707.00	51,777.00	297.58	4,869.49	53,564.40	314.14	5,140.47	56,545.20	330.64	5,410.47	59,515.20
5	304.11	4,976.35	54,739.80	314.14	5,140.47	56,545.20	330.64	5,410.47	59,515.20	347.15	5,680.64	62,487.00
6	320.66	5,247.16	57,718.80	330.64	5,410.47	59,515.20	347.15	5,680.64	62,487.00	363.83	5,953.58	65,489.40
7	337.21	5,517.98	60,697.80	347.15	5,680.64	62,487.00	363.83	5,953.58	65,489.40	380.16	6,220.80	68,428.80
8	353.65	5,787.00	63,657.00	363.83	5,953.58	65,489.40	380.16	6,220.80	68,428.80	397.22	6,499.96	71,499.60
15				380.16	6,220.80	68,428.80	397.22	6,499.96	71,499.60	415.09	6,792.38	74,716.20
18	367.83	6,019.04	66,209.40	394.28	6,451.85	70,970.40	411.94	6,740.84	74,149.20	430.44	7,043.56	77,479.20
20	379.18	6,204.76	68,252.40	405.63	6,637.58	73,013.40	423.31	6,926.89	76,195.80	441.80	7,229.45	79,524.00

* Step 18-20: Includes longevity (experience)

** Step 20 added & effective 7/1/2009 additional \$1,500.00 added for step 20

** Column A obsolete effective 7/1/22

Change is 10% COLA effective July 1, 2022

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Santa Clara County Office of Education

Salary Schedule B (QSS 78) 8 hours
 State Preschool Teacher 184-Day Work Year*

2022-23 Salary Schedule
 July 1, 2022

STEP	B			C			D			E		
	AA DEGREE			AA DEGREE(30 UNITS)			BA			BA + 30 UNITS above BA		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	240.35	4,020.40	44,224.40	248.07	4,149.53	45,644.88	264.54	4,425.03	48,675.36	281.08	4,701.70	51,718.72
2	255.20	4,268.80	46,956.80	264.54	4,425.03	48,675.36	281.08	4,701.70	51,718.72	297.58	4,977.70	54,754.72
3	271.72	4,545.13	49,996.48	281.08	4,701.70	51,718.72	297.58	4,977.70	54,754.72	314.14	5,254.71	57,801.76
4	287.65	4,811.60	52,927.60	297.58	4,977.70	54,754.72	314.14	5,254.71	57,801.76	330.64	5,530.71	60,837.76
5	304.11	5,086.93	55,956.24	314.14	5,254.71	57,801.76	330.64	5,530.71	60,837.76	347.15	5,806.87	63,875.60
6	320.66	5,363.77	59,001.44	330.64	5,530.71	60,837.76	347.15	5,806.87	63,875.60	363.83	6,085.88	66,944.72
7	337.21	5,640.60	62,046.64	347.15	5,806.87	63,875.60	363.83	6,085.88	66,944.72	380.16	6,359.04	69,949.44
8	353.65	5,915.60	65,071.60	363.83	6,085.88	66,944.72	380.16	6,359.04	69,949.44	397.22	6,644.41	73,088.48
15				380.16	6,359.04	69,949.44	397.22	6,644.41	73,088.48	415.09	6,943.32	76,376.56
18	367.83	6,152.79	67,680.72	394.28	6,595.23	72,547.52	411.94	6,890.63	75,796.96	430.44	7,200.09	79,200.96
20	379.18	6,342.65	69,769.12	405.63	6,785.08	74,635.92	423.31	7,080.82	77,889.04	441.80	7,390.11	81,291.20

* Step 18-20: Includes longevity (experience)

** Step 20 added & effective 7/1/2009 additional \$1,500.00 added for step 20

** Column A obsolete effective 7/1/22

Change is 10% COLA effective July 1, 2022

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Mary Ann Dewan

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Date

11/29/2022

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Santa Clara County Office of Education

Salary Schedule B (QSS) 8 hours
 Teacher-Community Co Op 185-Day Work Year*

2022-23 Salary Schedule
 July 1, 2022

STEP	B			C			D			E		
	AA DEGREE			AA DEGREE(30 UNITS)			BA			BA + 30 UNITS above BA		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	240.35	4,042.25	44,464.75	248.07	4,172.09	45,892.95	264.54	4,449.08	48,939.90	281.08	4,727.25	51,999.80
2	255.20	4,292.00	47,212.00	264.54	4,449.08	48,939.90	281.08	4,727.25	51,999.80	297.58	5,004.75	55,052.30
3	271.72	4,569.84	50,268.20	281.08	4,727.25	51,999.80	297.58	5,004.75	55,052.30	314.14	5,283.26	58,115.90
4	287.65	4,837.75	53,215.25	297.58	5,004.75	55,052.30	314.14	5,283.26	58,115.90	330.64	5,560.76	61,168.40
5	304.11	5,114.58	56,260.35	314.14	5,283.26	58,115.90	330.64	5,560.76	61,168.40	347.15	5,838.43	64,222.75
6	320.66	5,392.92	59,322.10	330.64	5,560.76	61,168.40	347.15	5,838.43	64,222.75	363.83	6,118.96	67,308.55
7	337.21	5,671.26	62,383.85	347.15	5,838.43	64,222.75	363.83	6,118.96	67,308.55	380.16	6,393.60	70,329.60
8	353.65	5,947.75	65,425.25	363.83	6,118.96	67,308.55	380.16	6,393.60	70,329.60	397.22	6,680.52	73,485.70
15				380.16	6,393.60	70,329.60	397.22	6,680.52	73,485.70	415.09	6,981.06	76,791.65
18	367.83	6,186.23	68,048.55	394.28	6,631.07	72,941.80	411.94	6,928.08	76,208.90	430.44	7,239.22	79,631.40
20	379.18	6,377.12	70,148.30	405.63	6,821.96	75,041.55	423.31	7,119.30	78,312.35	441.80	7,430.27	81,733.00

- * Step 18-20: Includes longevity (experience)
- ** Step 20 added & effective 7/1/2009 additional \$1,500.00 added for step 20
- ** Column A obsolete effective 7/1/22
- Change is 10% COLA effective July 1, 2022

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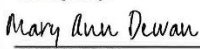
Santa Clara County Office of Education

Salary Schedule B (QSS 84) 8 hours
Migrant/Preschool Teacher 185-Day 12 Mo Work Year*

2022-23 Salary Schedule
July 1, 2022

STEP	B			C			D			E		
	AA DEGREE			AA DEGREE(30 UNITS)			BA			BA + 30 UNITS above BA		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	240.35	3,705.40	44,464.75	248.07	3,824.41	45,892.95	264.54	4,078.33	48,939.90	281.08	4,333.32	51,999.80
2	255.20	3,934.33	47,212.00	264.54	4,078.33	48,939.90	281.08	4,333.32	51,999.80	297.58	4,587.69	55,052.30
3	271.72	4,189.02	50,268.20	281.08	4,333.32	51,999.80	297.58	4,587.69	55,052.30	314.14	4,842.99	58,115.90
4	287.65	4,434.60	53,215.25	297.58	4,587.69	55,052.30	314.14	4,842.99	58,115.90	330.64	5,097.37	61,168.40
5	304.11	4,688.36	56,260.35	314.14	4,842.99	58,115.90	330.64	5,097.37	61,168.40	347.15	5,351.90	64,222.75
6	320.66	4,943.51	59,322.10	330.64	5,097.37	61,168.40	347.15	5,351.90	64,222.75	363.83	5,609.05	67,308.55
7	337.21	5,198.65	62,383.85	347.15	5,351.90	64,222.75	363.83	5,609.05	67,308.55	380.16	5,860.80	70,329.60
8	353.65	5,452.10	65,425.25	363.83	5,609.05	67,308.55	380.16	5,860.80	70,329.60	397.22	6,123.81	73,485.70
15				380.16	5,860.80	70,329.60	397.22	6,123.81	73,485.70	415.09	6,399.30	76,791.65
18	367.83	5,670.71	68,048.55	394.28	6,078.48	72,941.80	411.94	6,350.74	76,208.90	430.44	6,635.95	79,631.40
20	379.18	5,845.69	70,148.30	405.63	6,253.46	75,041.55	423.31	6,526.03	78,312.35	441.80	6,811.08	81,733.00

- * Step 18-20: Includes longevity (experience)
- ** Step 20 added & effective 7/1/2009 additional \$1,500.00 added for step 20
- ** Column A obsolete effective 7/1/22
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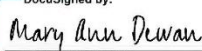
Santa Clara County Office of Education

Salary Schedule B (QSS 86) 8 hours
Migrant/Preschool Teacher 190-Day 12 Mo Work Year*

2022-23 Salary Schedule
July 1, 2022

STEP	B			C			D			E		
	AA DEGREE			AA DEGREE(30 UNITS)			BA			BA + 30 UNITS above BA		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	240.35	3,805.54	45,666.50	248.07	3,927.78	47,133.30	264.54	4,188.55	50,262.60	281.08	4,450.43	53,405.20
2	255.20	4,040.67	48,488.00	264.54	4,188.55	50,262.60	281.08	4,450.43	53,405.20	297.58	4,711.68	56,540.20
3	271.72	4,302.23	51,626.80	281.08	4,450.43	53,405.20	297.58	4,711.68	56,540.20	314.14	4,973.88	59,686.60
4	287.65	4,554.46	54,653.50	297.58	4,711.68	56,540.20	314.14	4,973.88	59,686.60	330.64	5,235.13	62,821.60
5	304.11	4,815.08	57,780.90	314.14	4,973.88	59,686.60	330.64	5,235.13	62,821.60	347.15	5,496.54	65,958.50
6	320.66	5,077.12	60,925.40	330.64	5,235.13	62,821.60	347.15	5,496.54	65,958.50	363.83	5,760.64	69,127.70
7	337.21	5,339.16	64,069.90	347.15	5,496.54	65,958.50	363.83	5,760.64	69,127.70	380.16	6,019.20	72,230.40
8	353.65	5,599.46	67,193.50	363.83	5,760.64	69,127.70	380.16	6,019.20	72,230.40	397.22	6,289.32	75,471.80
15				380.16	6,019.20	72,230.40	397.22	6,289.32	75,471.80	415.09	6,572.26	78,867.10
18	367.83	5,823.98	69,887.70	394.28	6,242.77	74,913.20	411.94	6,522.38	78,268.60	430.44	6,815.30	81,783.60
20	379.18	6,003.68	72,044.20	405.63	6,422.48	77,069.70	423.31	6,702.41	80,428.90	441.80	6,995.17	83,942.00

- * Step 18-20: Includes longevity (experience)
- ** Step 20 added & effective 7/1/2009 additional \$1,500.00 added for step 20
- ** Column A obsolete effective 7/1/22
- Change is 10% COLA effective July 1, 2022

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Santa Clara County Office of Education

Salary Schedule B (QSS 85) 8 hours

2022-23 Salary Schedule

Head Start/Early Head Start/State Preschool Teacher/Educare 220-Day Work Year*-12 MONTHS

July 1, 2022

STEP	B			C			D			E		
	AA DEGREE(90 Units)			AA DEGREE(120 UNITS)			BA			BA + 30 UNITS above BA		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	240.35	4,406.42	52,877.00	248.07	4,547.95	54,575.40	264.54	4,849.90	58,198.80	281.08	5,153.13	61,837.60
2	255.20	4,678.67	56,144.00	264.54	4,849.90	58,198.80	281.08	5,153.13	61,837.60	297.58	5,455.63	65,467.60
3	271.72	4,981.53	59,778.40	281.08	5,153.13	61,837.60	297.58	5,455.63	65,467.60	314.14	5,759.23	69,110.80
4	287.65	5,273.58	63,283.00	297.58	5,455.63	65,467.60	314.14	5,759.23	69,110.80	330.64	6,061.73	72,740.80
5	304.11	5,575.35	66,904.20	314.14	5,759.23	69,110.80	330.64	6,061.73	72,740.80	347.15	6,364.42	76,373.00
6	320.66	5,878.77	70,545.20	330.64	6,061.73	72,740.80	347.15	6,364.42	76,373.00	363.83	6,670.22	80,042.60
7	337.21	6,182.18	74,186.20	347.15	6,364.42	76,373.00	363.83	6,670.22	80,042.60	380.16	6,969.60	83,635.20
8	353.65	6,483.58	77,803.00	363.83	6,670.22	80,042.60	380.16	6,969.60	83,635.20	397.22	7,282.37	87,388.40
15				380.16	6,969.60	83,635.20	397.22	7,282.37	87,388.40	415.09	7,609.98	91,319.80
18	367.83	6,743.55	80,922.60	394.28	7,228.47	86,741.60	411.94	7,552.23	90,626.80	430.44	7,891.40	94,696.80
20	379.18	6,951.63	83,419.60	405.63	7,436.55	89,238.60	423.31	7,760.68	93,128.20	441.80	8,099.67	97,196.00

* Step 18-20: Includes longevity (experience)

** Step 20 added & effective 7/1/2009 additional \$1,500.00 added for step 20

** Column A obsolete effective 7/1/22

Change is 10% COLA effective July 1, 2022

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Santa Clara County Office of Education

Salary Schedule D-80 for Special Education/Alternative Education at Community Schools
 Teacher 185 Work Year-11 Months/7 Hours a Day

2022-23 Salary Schedule
 July 1, 2022

STEP	B			C			D			E			F*		
	BA Degree			+30 Units			+45 Units			+60 Units			+75 Units		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	391.11	6,577.76	72,355.35	399.75	6,723.07	73,953.75	401.04	6,744.76	74,192.40	408.83	6,875.78	75,633.55	430.42	7,238.88	79,627.70
2	400.94	6,743.08	74,173.90	409.45	6,886.20	75,748.25	409.75	6,891.25	75,803.75	430.42	7,238.88	79,627.70	451.86	7,599.46	83,594.10
3	410.80	6,908.91	75,998.00	421.09	7,081.97	77,901.65	431.34	7,254.35	79,797.90	451.86	7,599.46	83,594.10	473.52	7,963.75	87,601.20
4	418.48	7,038.07	77,418.80	433.24	7,286.31	80,149.40	452.75	7,614.43	83,758.75	473.52	7,963.75	87,601.20	494.99	8,324.83	91,573.15
5	429.56	7,224.42	79,468.60	453.86	7,633.10	83,964.10	473.52	7,963.75	87,601.20	494.99	8,324.83	91,573.15	516.51	8,686.76	95,554.35
6	455.27	7,656.81	84,224.95	475.59	7,998.56	87,984.15	494.99	8,324.83	91,573.15	516.51	8,686.76	95,554.35	538.07	9,049.36	99,542.95
7	472.34	7,943.90	87,382.90	497.09	8,360.15	91,961.65	516.51	8,686.76	95,554.35	538.07	9,049.36	99,542.95	559.56	9,410.78	103,518.60
8	493.65	8,302.30	91,325.25	518.66	8,722.92	95,952.10	538.07	9,049.36	99,542.95	559.56	9,410.78	103,518.60	581.01	9,771.53	107,486.85
9	515.00	8,661.36	95,275.00	540.31	9,087.03	99,957.35	559.56	9,410.78	103,518.60	581.01	9,771.53	107,486.85	602.53	10,133.46	111,468.05
10				561.83	9,448.96	103,938.55	581.01	9,771.53	107,486.85	602.53	10,133.46	111,468.05	624.03	10,495.05	115,445.55
11							602.53	10,133.46	111,468.05	624.03	10,495.05	115,445.55	645.62	10,858.15	119,439.70
12										645.62	10,858.15	119,439.70	667.18	11,220.75	123,428.30
15										667.18	11,220.75	123,428.30	688.75	11,583.52	127,418.75
18 **	533.31	8,969.30	98,662.35	580.16	9,757.24	107,329.60	620.84	10,441.40	114,855.40	683.99	11,503.47	126,538.15	729.76	12,273.24	135,005.60
20 **	543.93	9,147.91	100,627.05	591.72	9,951.65	109,468.20	633.24	10,649.95	117,149.40	699.16	11,758.60	129,344.60	744.35	12,518.61	137,704.75

* Column F: Courses between 60 and 75 units must be job-related and require Human Resources approval via "Application for Advancement to Column F".

** Step 18-20: Includes longevity (experience)

** 185 Day Work Year, effective July 1, 2017

** Column A obsolete effective 7/1/22

Change is 10% COLA effective July 1, 2022

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Santa Clara County Office of Education

Salary Schedule D-80 for Special Education Nurses
Teacher 205 -Day Work Year-12 Months /7 Hours a Day

2022-23 Salary Schedule
July 1, 2022


STEP	B			C			D			E			F*		
	BA Degree			+30 Units			+45 Units			+60 Units			+75 Units		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	391.11	6,681.46	80,177.55	399.75	6,829.06	81,948.75	401.04	6,851.10	82,213.20	408.83	6,984.18	83,810.15	430.42	7,353.01	88,236.10
2	400.94	6,849.39	82,192.70	409.45	6,994.77	83,937.25	409.75	6,999.90	83,998.75	430.42	7,353.01	88,236.10	451.86	7,719.28	92,631.30
3	410.80	7,017.83	84,214.00	421.09	7,193.62	86,323.45	431.34	7,368.73	88,424.70	451.86	7,719.28	92,631.30	473.52	8,089.30	97,071.60
4	418.48	7,149.03	85,788.40	433.24	7,401.18	88,814.20	452.75	7,734.48	92,813.75	473.52	8,089.30	97,071.60	494.99	8,456.08	101,472.95
5	429.56	7,338.32	88,059.80	453.86	7,753.44	93,041.30	473.52	8,089.30	97,071.60	494.99	8,456.08	101,472.95	516.51	8,823.71	105,884.55
6	455.27	7,777.53	93,330.35	475.59	8,124.66	97,495.95	494.99	8,456.08	101,472.95	516.51	8,823.71	105,884.55	538.07	9,192.03	110,304.35
7	472.34	8,069.14	96,829.70	497.09	8,491.95	101,903.45	516.51	8,823.71	105,884.55	538.07	9,192.03	110,304.35	559.56	9,559.15	114,709.80
8	493.65	8,433.19	101,198.25	518.66	8,860.44	106,325.30	538.07	9,192.03	110,304.35	559.56	9,559.15	114,709.80	581.01	9,925.59	119,107.05
9	515.00	8,797.92	105,575.00	540.31	9,230.30	110,763.55	559.56	9,559.15	114,709.80	581.01	9,925.59	119,107.05	602.53	10,293.22	123,518.65
10				561.83	9,597.93	115,175.15	581.01	9,925.59	119,107.05	602.53	10,293.22	123,518.65	624.03	10,660.51	127,926.15
11							602.53	10,293.22	123,518.65	624.03	10,660.51	127,926.15	645.62	11,029.34	132,352.10
12										645.62	11,029.34	132,352.10	667.18	11,397.66	136,771.90
15										667.18	11,397.66	136,771.90	688.75	11,766.15	141,193.75
18 **	533.31	9,110.71	109,328.55	580.16	9,911.07	118,932.80	620.84	10,606.02	127,272.20	683.99	11,684.83	140,217.95	729.76	12,466.73	149,600.80
20 **	543.93	9,292.14	111,505.65	591.72	10,108.55	121,302.60	633.24	10,817.85	129,814.20	699.16	11,943.98	143,327.80	744.35	12,715.98	152,591.75

* Column F: Courses between 60 and 75 units must be job-related and require Human Resources approval via "Application for Advancement to Column F".

** Step 18-20: Includes longevity (experience)

** Column A obsolete effective 7/1/22

Change is 10% COLA effective July 1, 2022

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

11/29/2022

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Santa Clara County Office of Education

Salary Schedule D-80 for Alternative Education Institution/Court Schools
Teacher 210 Day Work Year-12 Months/7 Hours a Day

2022-23 Salary Schedule
July 1, 2022

STEP	B			C			D			E			F*		
	BA Degree			+30 Units			+45 Units			+60 Units			+75 Units		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	391.11	6,844.43	82,133.10	399.75	6,995.63	83,947.50	401.04	7,018.20	84,218.40	408.83	7,154.53	85,854.30	430.42	7,532.35	90,388.20
2	400.94	7,016.45	84,197.40	409.45	7,165.38	85,984.50	409.75	7,170.63	86,047.50	430.42	7,532.35	90,388.20	451.86	7,907.55	94,890.60
3	410.80	7,189.00	86,268.00	421.09	7,369.08	88,428.90	431.34	7,548.45	90,581.40	451.86	7,907.55	94,890.60	473.52	8,286.60	99,439.20
4	418.48	7,323.40	87,880.80	433.24	7,581.70	90,980.40	452.75	7,923.13	95,077.50	473.52	8,286.60	99,439.20	494.99	8,662.33	103,947.90
5	429.56	7,517.30	90,207.60	453.86	7,942.55	95,310.60	473.52	8,286.60	99,439.20	494.99	8,662.33	103,947.90	516.51	9,038.93	108,467.10
6	455.27	7,967.23	95,606.70	475.59	8,322.83	99,873.90	494.99	8,662.33	103,947.90	516.51	9,038.93	108,467.10	538.07	9,416.23	112,994.70
7	472.34	8,265.95	99,191.40	497.09	8,699.08	104,388.90	516.51	9,038.93	108,467.10	538.07	9,416.23	112,994.70	559.56	9,792.30	117,507.60
8	493.65	8,638.88	103,666.50	518.66	9,076.55	108,918.60	538.07	9,416.23	112,994.70	559.56	9,792.30	117,507.60	581.01	10,167.68	122,012.10
9	515.00	9,012.50	108,150.00	540.31	9,455.43	113,465.10	559.56	9,792.30	117,507.60	581.01	10,167.68	122,012.10	602.53	10,544.28	126,531.30
10				561.83	9,832.03	117,984.30	581.01	10,167.68	122,012.10	602.53	10,544.28	126,531.30	624.03	10,920.53	131,046.30
11							602.53	10,544.28	126,531.30	624.03	10,920.53	131,046.30	645.62	11,298.35	135,580.20
12										645.62	11,298.35	135,580.20	667.18	11,675.65	140,107.80
15										667.18	11,675.65	140,107.80	688.75	12,053.13	144,637.50
18 **	533.31	9,332.93	111,995.10	580.16	10,152.80	121,833.60	620.84	10,864.70	130,376.40	683.99	11,969.83	143,637.90	729.76	12,770.80	153,249.60
20 **	543.93	9,518.78	114,225.30	591.72	10,355.10	124,261.20	633.24	11,081.70	132,980.40	699.16	12,235.30	146,823.60	744.35	13,026.13	156,313.50

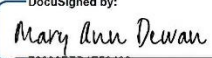
* Column F: Courses between 60 and 75 units must be job-related and require Human Resources approval via "Application for Advancement to Column F".

** Step 18-20: Includes longevity (experience)

** 210 Day Work Year effective July 1, 2017

** Col Column A obsolete effective 7/1/22

Change is 10% COLA effective July 1, 2022

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 12/4/2022 | 4:29 PM PST
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 Mary Ann Dewan, Ph.D., County Superintendent of Schools Date

11/29/2022

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Santa Clara County Office of Education

Salary Schedule OYA-79 for Opportunity Youth Academy
Teacher 220 Work Year-12 Months/7.5 Hours a Day

2022-23 Salary Schedule
July 1, 2022

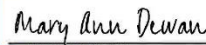
STEP	A BA Degree			B +15 Units			C +30 Units			D +45 Units			E +60 Units			F* +75 Units		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
	1	417.32	7,650.87	91,810.40	421.19	7,721.82	92,661.80	430.50	7,892.50	94,710.00	431.88	7,917.80	95,013.60	440.29	8,071.98	96,863.80	463.53	8,498.05
2	427.94	7,845.57	94,146.80	431.78	7,915.97	94,991.60	440.94	8,083.90	97,006.80	441.27	8,089.95	97,079.40	463.53	8,498.05	101,976.60	486.62	8,921.37	107,056.40
3	433.22	7,942.37	95,308.40	442.41	8,110.85	97,330.20	453.48	8,313.80	99,765.60	464.53	8,516.38	102,196.60	486.62	8,921.37	107,056.40	509.94	9,348.90	112,186.80
4	438.54	8,039.90	96,478.80	450.66	8,262.10	99,145.20	466.58	8,553.97	102,647.60	487.59	8,939.15	107,269.80	509.94	9,348.90	112,186.80	533.06	9,772.77	117,273.20
5	442.02	8,103.70	97,244.40	462.61	8,481.18	101,774.20	488.79	8,961.15	107,533.80	509.94	9,348.90	112,186.80	533.06	9,772.77	117,273.20	556.22	10,197.37	122,368.40
6	465.11	8,527.02	102,324.20	490.29	8,988.65	107,863.80	512.14	9,389.23	112,670.80	533.06	9,772.77	117,273.20	556.22	10,197.37	122,368.40	579.44	10,623.07	127,476.80
7	488.17	8,949.78	107,397.40	508.67	9,325.62	111,907.40	535.34	9,814.57	117,774.80	556.22	10,197.37	122,368.40	579.44	10,623.07	127,476.80	602.60	11,047.67	132,572.00
8	511.31	9,374.02	112,488.20	531.63	9,746.55	116,958.60	558.57	10,240.45	122,885.40	579.44	10,623.07	127,476.80	602.60	11,047.67	132,572.00	625.69	11,470.98	137,651.80
9				554.62	10,168.03	122,016.40	581.85	10,667.25	128,007.00	602.60	11,047.67	132,572.00	625.69	11,470.98	137,651.80	648.88	11,896.13	142,753.60
10							605.04	11,092.40	133,108.80	625.69	11,470.98	137,651.80	648.88	11,896.13	142,753.60	672.05	12,320.92	147,851.00
11										648.88	11,896.13	142,753.60	672.03	12,320.55	147,846.60	695.28	12,746.80	152,961.60
12													695.28	12,746.80	152,961.60	718.50	13,172.50	158,070.00
15													718.51	13,172.68	158,072.20	741.71	13,598.02	163,176.20
18	531.16	9,737.93	116,855.20	574.34	10,529.57	126,354.80	624.80	11,454.67	137,456.00	668.58	12,257.30	147,087.60	736.57	13,503.78	162,045.40	785.90	14,408.17	172,898.00
20	541.67	9,930.62	119,167.40	585.75	10,738.75	128,865.00	637.23	11,682.55	140,190.60	681.96	12,502.60	150,031.20	752.93	13,803.72	165,644.60	801.60	14,696.00	176,352.00

* Column F: Courses between 60 and 75 units must be job-related and require Human Resources approval via "Application for Advancement to Column F".

** Step 18-20: Includes longevity (experience)

220 Day Work Year effective July 1, 2017

Change is 10% COLA effective July 1, 2022

DocuSigned by:

 12/4/2022 | 4:29 PM PST
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 Mary Ann Dewan, Ph.D., County Superintendent of Schools Date

11/29/2022

Santa Clara County  Office of Education

MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
ASSOCIATION OF COUNTY EDUCATORS

Resolution of Dispute about Step Placement of Part-Time Unit Members

Recitals:

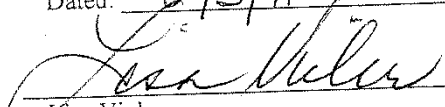
- A. Article 19.1(f) of the collective bargaining agreement between the parties provides that unit members shall advance one step on the salary schedule provided that the unit member has been employed for a minimum of 75% of the days in the unit member's contract.
- B. The contract is silent about application of this section to part-time unit members.
- C. Historically, unit members employed half-time (.5 FTE) or less than .8 FTE have been advanced a step after they worked at least 75% of two school years.
- D. In order to resolve the dispute about application of section 19.1(f) to part-time unit members, the parties agree as follows:

Agreement:

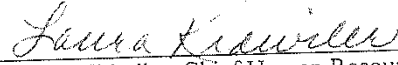
- 1. Part-time unit members working less than .8 FTE and who are employed by the Santa Clara County Office of Education as of the date of this Agreement shall be placed on the step where they would be if they were to have moved every year after serving for at least 75% of the prior contract year.
- 2. The Santa Clara County Office of Education shall compensate eligible part-time unit members with back pay without any interest retroactive to July 1, 2008 (the beginning of the current contract). There shall be no back pay obligation earlier than July 1, 2008. Eligible part-time unit members hired after 2008 shall receive back pay retroactive to the beginning of the second year of employment.
- 3. Unless the language of section 19.1(f) is changed through negotiations, the County Office agrees to move part-time unit members up a step each year so long as they have been employed for at least 75% of the days in the unit member's contracted work year.
- 4. This agreement is entered into in full settlement of the dispute between the parties about the application of section 19.1(f) to part-time employees.

Dated: 2/3/11

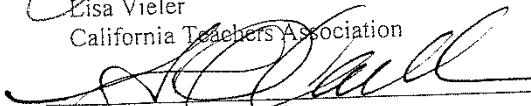
Dated: 2-9-11



Lisa Vieler
California Teachers Association



Laura Kidwiler, Chief Human Resources Officer
Santa Clara County Office of Education



April Carlson, President
Association of County Educators

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MEMORANDUM OF UNDERSTANDING

Between the

SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE)

And

ASSOCIATION OF COUNTY EDUCATORS (ACE)/
CALIFORNIA TEACHERS ASSOCIATION (CTA)

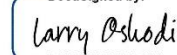
November 16, 2022

Administrative Designees

Special Education Principals may appoint unit members to serve as the Administrative Designee in IEP meetings in accordance with the following guidelines:

1. The Administrative Designee must have a credential authorizing the teacher to provide instruction to special education students.
2. All Administrative Designees shall receive paid training from the County Office prior to serving.
3. Individual unit members shall not be required to serve as an Administrative Designee more than 10 days per year for a teacher on a 185-day calendar, or 12 times per fiscal year for teachers on a calendar of 205 days or more.
4. When possible, 10 days notice will be given for AD assignments; however, the parties recognize that parents can call an IEP meeting on very short notice.
5. A teacher may not serve as an Administrative Designee for the teacher's own students.
6. A teacher who serves as Administrative Designee more than 7 times per fiscal year if on a 185 day calendar, or 9 times per fiscal year if on a 205 day or more calendar, shall be compensated \$50.00 for each Annual/Triennial IEP. Each teacher is responsible for keeping his/her own log of Annual/Triennial IEP's and must submit the log to the teacher's principal to receive this compensation.
7. IEP's that occur beyond the workday shall be compensated at a pro rata/per diem rate.

For the County Office:

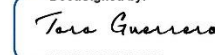
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Larry Oshodi
 Assistant Superintendent – Personnel Services

1/3/2023 | 4:10 PM PST

Date

For the Association:

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Tara Guerrero
 President, Association Of County Educators

1/11/2023 | 8:42 AM PST

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MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
ACT/CTA

June 10, 2002

Classroom Cleanliness—Reporting Procedures


In the event a unit member finds that the classroom is not appropriately cleaned, the unit member will report the incident to the immediate supervisor.

In the event of an emergency where hygiene compromises the health of the students and staff, if the supervisor is not immediately available, the unit member may contact the director.

If the problem has not been resolved within 48 hours (two (2) working days), the unit member may then report the incident to the program director.



CINDY HELLER
ACT/CTA



LAURA KIDWILER
Assistant Superintendent
Santa Clara County Office of Education



GEORGETTE BROOKER
ACT/CTA

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MEMORANDUM OF UNDERSTANDING

Between the

SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE)

And

ASSOCIATION OF COUNTY EDUCATORS (ACE)/

CALIFORNIA TEACHERS ASSOCIATION (CTA)

November 16, 2022

Pro-ACT Trainer Stipend

Teachers who administer Pro-ACT training shall receive a \$60.00 stipend per day of training.

For the County Office:

DocuSigned by:
Larry Oshodi
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Larry Oshodi
Assistant Superintendent – Personnel Services

1/3/2023 | 4:11 PM PST

Date

For the Association:

DocuSigned by:
Tara Guerrero
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Tara Guerrero
President, Association of County Educators

1/11/2023 | 8:44 AM PST

Date

Joint Letter to the Membership

In bargaining, a conversation occurred between the SCCOE and representatives of the ACE/CTA, regarding those aspects of each of our jobs that are to all of the bargaining representative's points of view, part of the professional responsibilities of our work.

In this general category, called professional responsibilities, are preparing lesson plans, preparing exams and tests, preparing report cards, grading student work, being available to meet with students and/or parents where appropriate. Nothing in this explanation is in conflict with the adopted job descriptions that exist currently in the COE, duly adopted by the Superintendent.

The parties are in agreement that completion of these general responsibilities do not result in extra compensation.

Dated: Feb. 11, 2009

Dated: 2-11-09



Lisa Vieler, ACE/CTA



Laura Kidwiler, SCCOE




Steve Schwimmer, ACE/CTA

ACE/CTA/NEA Agreement
July 1, 2008 – June 30, 2011


MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
ACE/CTA

Re: Special Education Student Placement

The parties agree to establish a joint Association-management Student Placement Issues Committee during the school year with three (3) representatives appointed by ACT and up to three (3) representatives appointed by the County Office. The Student Placement Issues Committee will review current procedures for student placement and make recommendations to the Director, Special Education, and copies of the recommendations shall be provided to CTA Representative, to the ACT President, and to the Assistant Superintendents for Student Services and for Human Resources. If issues remain unresolved after the Committee transmits the recommendations, the Committee may continue to meet on a quarterly basis for the purpose of resolving placement issues to the extent allowable by law.



LISA VIELER
ACE/CTA



LAURA KIDWILER
Assistant Superintendent
Santa Clara County Office of Education

Date: 5/20/09

Date: 5-20-09

Video Surveillance Agreement

SCCOE acknowledges that the following areas have video surveillance:

1. EDUCARE
2. San Antonio Head Start
3. Edenvale Head Start
4. Lyndale Head Start
5. Hollister Head Start
6. Osborne Alternative Education
7. Blue Ridge Alternative Education
8. Snell Alternative Education

Employees acknowledge that the COE may review and utilize the digital recordings for the sole purpose of determining safety issues. Should the SCCOE have to provide the video tapes to any external agency, including police and fire, the impacted members shall be informed.

Signature indicates receipt and review of this policy:

Print Name

Signature

Date

DocuSign Envelope ID: 9510A381-21A7-4398-B06E-E3037D7EFAF7

MEMORANDUM OF UNDERSTANDING

Between the

SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE)

And

ASSOCIATION OF COUNTY EDUCATORS (ACE)/

CALIFORNIA TEACHERS ASSOCIATION (CTA)

November 16, 2022

Speech Language Pathologist Employee – Transfer Procedures

Effective July 1, 2022, the parties agree that the transfer contractual provisions described in Article 12 shall not apply to Speech Language Pathologist (SLP) employees.

Newly established SLP positions or positions made available through attrition shall be made available to existing SLP employees by the assigned Manager – Special Education, who will ascertain their interest. If one or more SLP employees express interest in a position opening, seniority and program needs shall be considered.

This MOU may be renewed for the 2023-2024 school year by mutual agreement.

For the County Office:

For the Association:

DocuSigned by:
Larry Oshodi
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DocuSigned by:
Tara Guerrero
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Larry Oshodi
Assistant Superintendent – Personnel Services

Tara Guerrero
President, Association of County Educators

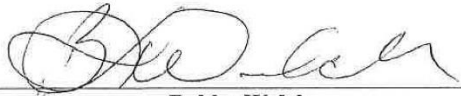
1/3/2023 | 4:11 PM PST
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1/11/2023 | 8:44 AM PST
Date

MEMORANDUM OF UNDERSTANDING
Between ACE and SCCOE
May 20, 2016

Open Counseling Positions

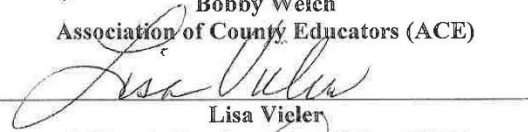
Effective June 1, 2016, any open counseling positions filled by a current bargaining unit member whose work year is a base 185 day year shall also be a 185 day base year; however, those days shall be dispersed throughout the school year and agreed to between the bargaining unit member and the appropriate program director, no later than 30 days after the hire.



Bobby Welch
Association of County Educators (ACE)

05-20-16

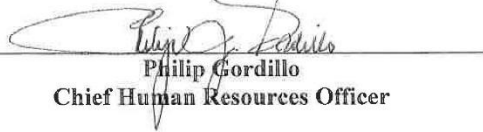
Date



Lisa Vieler
California Teachers Association (CTA)

5/20/16

Date



Philip Gordillo
Chief Human Resources Officer

5/20/16

Date

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MEMORANDUM OF UNDERSTANDING

Between the

SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE)

And

ASSOCIATION OF COUNTY EDUCATORS (ACE)/

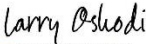
CALIFORNIA TEACHERS ASSOCIATION (CTA)

November 16, 2022

Head Start Teacher Position Openings/Bilingual Designation

- The Head Start Program may designate Head Start Teacher (Double Session/Part- day) position openings as bilingual required.
- The Head Start Program may designate Head Start Teacher (Full-Day) position openings as bilingual required only after such position openings have been open for transfer (in accordance with Article 12) as bilingual preferred.
- Program needs may necessitate newly-hired teachers to speak English and a specified foreign language as determined by the Program.
- The SCCOE shall develop testing processes to validate the bilingual speaking skills of teacher candidates recommended for hire.
- Newly-hired teachers who are required to be bilingual due to program needs will be paid a stipend of \$1,500 a year.
- Current teachers who test and pass as bilingual and who are needed to be bilingual due to program needs will be paid a stipend of \$1,500 a year.

For the County Office:


DocuSigned by:

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Larry Oshodi
 Assistant Superintendent – Personnel Services

1/3/2023 | 4:10 PM PST

Date

For the Association:

DocuSigned by:

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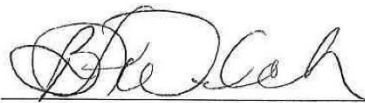
Tara Guerrero
 President, Association of County Educators

1/11/2023 | 8:45 AM PST

Date

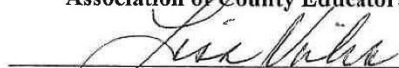
MEMORANDUM OF UNDERSTANDING
ACE and SCCOE
May 27, 2016

The parties agree that DIS staff whose assignments include more than one district calendar may be required to work with their Special Education supervisor, with approval from the Director of Special Education, to schedule non-contract days into their work year calendar. The scheduling of non-contract days is necessitated when the DIS staff's assignment includes an early start date district calendar and a late end date district calendar, thereby creating a work year calendar that spans more than the base work years of 185 days or 205 days.




Bobby Welch
Association of County Educators (ACE)

5/27/16
Date



Lisa Vieler
California Teachers Association (CTA)

5/27/16
Date

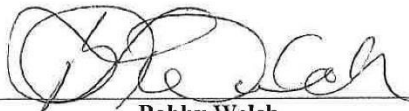


Philip Gordillo
Chief Human Resources Officer

05/27/2016
Date

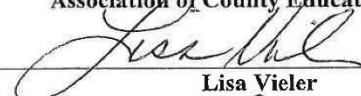
MEMORANDUM OF UNDERSTANDING
ACE to SCCOE
May 27, 2016

The parties agree that when openings in Special Education assignments occur, the SCCOE shall include in the internal posting the number of daily instructional minutes.



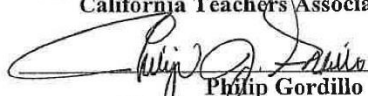
Bobby Welch
Association of County Educators (ACE)

5-27-16
Date



Lisa Vieler
California Teachers Association (CTA)

5/27/16
Date



Philip Gordillo
Chief Human Resources Officer

05/27/16
Date

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MEMORANDUM OF UNDERSTANDING
Between the
SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE)
And
ASSOCIATION OF COUNTY EDUCATORS (ACE)/
CALIFORNIA TEACHERS ASSOCIATION (CTA)

November 16, 2022

Nurses Covering the Caseload for Absent Nurses

The parties agree that when any nurse is absent, whether on a prolonged leave or for a daily absence, the Director of Special Education or designee, shall confirm the coverage of the absent nurse's case load by a specific other nurse. The covering nurse shall receive \$115 in base pay.

The covering nurse shall complete the "Covering Nurse Tracking Form" and submit this form to the Director of Special Education or designee for verification before payroll documents are completed.

If, in the course of supporting the case load for the absent nurse, the covering nurse performs work for the extra caseload, the following payments shall be calculated:
1-3 hours of additional work

Base up to 1 hour	\$115
1-3 hours of additional work	\$165
3-5 hours of additional work	\$235
More than 5 hours	\$290

A nurse has the right to decline the request that she cover the caseload of an absent nurse. In such case, another willing nurse shall be identified to manage the coverage.

The undersigned represent that they are authorized to execute this MOU.

For the County Office:

DocuSigned by:
Larry Oshodi
84A286968D5B4A4...

Larry Oshodi
Assistant Superintendent – Personnel Services

1/3/2023 | 4:09 PM PST

Date

For the Association:

DocuSigned by:
Tara Guerrero
F68F550F19CB47F...

Tara Guerrero
President, Association of County Educators

1/11/2023 | 8:43 AM PST

Date

**Memorandum of Understanding
Association of County Educators (ACE or Union)
And the Santa Clara County Office of Education (SCCOE or Office)**

October 27, 2016

Re: Additional Credential Requirement for Opportunity Youth Academy Staff

The parties agree that the Office will pay 100% of the cost for completing a Special Education credential program for any member who is employed in the Opportunity Youth Academy (OYA). Additionally, with the approval of the Office, the SCCOE will also pay 100% of the cost for approved members, working in OYA, to complete a regular education credential (single or multiple subject).

The member enrolled in EPIC must stay in the program and maintain a minimum 2.75 GPA or higher for the duration of the program. Member must graduate from the program in two years and complete successful internship with SCCOE in area of credential (e.g. Early Childhood Special Education or Moderate/Severe).

In addition, the member must maintain employment with SCCOE with satisfactory evaluations for three years upon receipt of preliminary credential. Should the member voluntarily resign before completion of three years of employment as a teacher, the member will reimburse SCCOE for the full amount contributed by the Office multiplied by the percentage of the three years actually worked by the member.

If any of the above stated agreements are not met, the member will be subject to paying back the SCCOE for the credential program on a prorated basis.

For the SCCOE

10/27/16

Date

For the SCCOE

10/27/16

Date

For ACE

10/27/16

Date

For ACE

10/27/2016

Date

MEMORANDUM OF UNDERSTANDING
 Alternative Education
 Transfers between Institution Schools and Community Schools
 June 25, 2020

The parties agree that by creating separate classifications and work years in Alternative Education for Institution/Court Schools and Community Schools, modifications must also be made to both the voluntary transfer process into Institution Schools, as well as the impact of mid-year transfers—voluntary or administrative/involuntary—to the bargaining unit member's work year. This MOU modifies the rights and processes established in Article 12, Transfers, Assignments and Reassignments, for these two issues only.

Bargaining unit members assigned to the Institution/Court Schools have a 210-day work year. The salary earned from the 210-day work year shall be reported by the County Office to the unit member's Defined Benefit account with STRS. Bargaining unit members assigned to Community Schools have a 185-day work year. The salary earned from the 185-day work year shall be reported by the County Office to the unit member's Defined Benefit account with STRS. Any days bargaining unit members work beyond their 210-day or 185-day work year, they shall be paid at the unit member's per diem pay and shall be reported by the County Office to their Defined Benefit Supplement account with STRS.

This MOU shall be effective July 1, 2020.

1. Voluntary Transfer to Institution/Court Schools

Bargaining unit members assigned to the Community Schools may apply for vacancies and openings at the Institution/Court Schools. Vacancies and openings shall be filled by the administration – which includes the County Office being able to post for the opening/vacancy both internally and externally simultaneously as well as fill it with an external candidate – and approved by the Assistant Superintendent, Personnel Services. Selection to fill the Institution/Court School vacancies and openings is an administrative decision. This Section 1 is not subject to the grievance procedure set out in Article 7.

2. Impact of mid-year transfers between Institutions/Court and Community Schools

Should a transfer, voluntary or administrative/involuntary, occur within the school year, any bargaining unit member thus transferred shall retain their original calendar for the completion of the school year. Should this transfer affect bargaining unit members who had been assigned to a Community School and a 185-day work year, they shall remain on a 185-day work year, with additional days worked beyond 185 in an Institution/Court School, paid at the bargaining unit member's per diem rate, and reported to their Defined Benefit Supplement account with STRS. If these bargaining unit members return to an Institution/Court School for the following school year, they shall be placed on a 210-day work year calendar.

Conversely, should a transfer, voluntary or administrative/involuntary, affect bargaining unit members who had been assigned to an Institution/Court School and a 210-day work year, they shall remain on a 210-day work year. These bargaining unit members must work

the additional days beyond 185 in an Institution/Court School to fulfill their contract. These required additional days shall be paid at the bargaining unit member's per diem rate and reported to their Defined Benefit account with STRS. If these bargaining unit members return to a Community School for the following school year, they shall move to a 185-day work year calendar.

3. **Involuntary transfers and the right to return**

Any bargaining unit member involuntarily transferred – where the reason for the transfer is due to a change in enrollment – either between school years or during the school year, shall have the first right to return to the original classification the following year, should a position become available. This is the only exception to the administrative prerogative identified in Section 1 above.

4. Normally, administrative/involuntary transfers between classifications occur due to changes in enrollment. However, should the Santa Clara County Juvenile Probation Department rescind or restrict clearance of a unit member to the Institutions/Court Schools, this may necessitate an administrative/involuntary transfer – which may be to a classification with a shorter work year – or the County Office initiating other disciplinary action.

Aishu Ghosh
For the SCCOE

6/29/2020
Date

Jara Quere
For ACE

6/30/2020
Date

[Signature]
For CTA

6/29/20
Date

**Tentative Agreement
Between ACE and SCCOE
June 25, 2020**

WORK YEAR

Background: The audit performed by STRS identified that current language regarding base years, and providing multiple work year options—even in the limited manner that is allowed in the CBA—is inconsistent with the requirement that within a job classification, all certificated employees have the same work year. As such the following modifications to the classification definitions, job descriptions and implementation of uniform work years within classifications are necessary. These changes will be in effect for the 2020-21 school year and continue until or unless the parties bargain the issues in the future.

The parties agree to incorporate this MOU into the current collective bargaining agreement. The parties agree that the language in this MOU shall be effective July 1, 2020.

13.10 Work Year

a. Head Start, Early Head Start, State Preschool and EduCare Work Year

1. Teachers in the full-day, full-year Head Start/Early Head Start program shall have a work year of 220 days. These teachers shall be placed on Schedule B.
2. Teachers in the Head Start double session shall have a work year of 162 days. These teachers shall be placed on Schedule B.
3. Teachers in the Blended single sessions shall have a work year of 184 days. These teachers shall be placed on Schedule B.
4. Teachers in the State Preschool part day shall have a work year of 180 days. These teachers shall be placed on Schedule B.

b. Alternative Education Department Work Year

1. Within the Department of Alternative Education, the following classifications are identified, with separate job descriptions and work years:
 - A. Community Schools: The work year for unit members assigned to the Community Schools classification shall be 185 days of which 5 days are Professional Development days.
 - B. Institution/Court Schools: The work year for unit members assigned to the Institution/Court Schools classification shall be 210 days of which 5 days are Professional Development days.
2. Unit members who would like to work additional days (primarily available at the institutions/court schools) may request do so consistent with the procedural requirements set out in Section 3 of this Subsection (b), at their per diem rate; if approved by the County Office, the additional pay shall, for STRS purposes, be reported to the unit member's Defined Benefit Supplement account.

3. Bargaining unit members working in Community Schools may apply to work additional days (primarily available at the institutions/court schools as substitutes), when available. Applicants from the Community Schools shall be prioritized in the following manner:
 - A. Anyone entitled to a longer work year at the end of the 2019-20 school year.
 - B. All other qualified bargaining unit members, based upon seniority.
 4. Non-Contract Days for 210-day Work Year
 - A. Unit members on a 210-day work year calendar shall submit to the appropriate supervisor, in writing, their request for non-contract days by May 1st for the period between July 1st and December 31st and by November 1st for the period from January 1st through June 30th. The supervisor shall notify the unit member by June 5th and December 5th whether the non-contract days requested have been approved. If they are not approved, the supervisor shall state the reasons in writing.
 - B. In order to provide the greatest opportunity for other bargaining unit members to work additional days beyond their 185-work day community school calendar, unit members at the institutions/court schools shall request to take the majority of their non-contract days between the last day of the community school year calendar and the first day of the new community school year (summer).
 - C. In all cases, 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, staff development days or Department In-Service days.
- c. Special Education Department Work Year**
1. Work Year
 - A. The work year for all Special Education unit members, inclusive of DIS staff, shall be 185 days: 180 days of instruction and five (5) non-instructional days (three (3) days for staff development, one (1) Cluster In-service day and one (1) preparation day).
 - B. Unit members who would like to work the Extended School Year (ESY) may request to do so, at their per diem rate; ~~however~~ if approved by the County Office, the additional pay shall, for STRS purposes, be reported to a unit member's Defined Benefit Supplement account.
 - C. Unit members who wish to work the ESY shall be selected first by seniority within the SCCOE and second by the right to continue working with the same group of students as the regular school year.
- d. Work Year for Nurses and Counselors**
1. Bargaining unit employees who are employed as Nurses will have a work year of 205 days.
 2. Bargaining unit employees who are employed as Counselors in the Court/Institution Schools and Community Schools will have a work year of 210

days. Bargaining unit employees who are employed as Counselors in Special Education will have a work year of 185 days.

e. Migrant Education Teachers/Coaches

Bargaining unit employees who are assigned to the Migrant Education program either as a teacher or as a coach will have a work year of 185 days.

Aurisha Munshi
For the SCCOE

6/29/2020
Date

Sara Cuervo
For ACE

6/30/2020
Date

Lisa Huber
For CTA

6/24/20
Date

SIGNATURE PAGE

AGREEMENT BY AND BETWEEN THE

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

and the

**ASSOCIATION OF COUNTY EDUCATORS/
CALIFORNIA TEACHERS ASSOCIATION
ACE/CTA/NEA**

**For the
Association Of County Educators/
California Teachers Association
ACE/CTA/NEA**

**For the
Santa Clara County
Office of Education**

DocuSigned by:
Tara Guerrero
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Tara Guerrero
President, Association of County Educators
1/19/2023 | 9:15 AM PST

DocuSigned by:
Mary Ann Dewan
72890FED1F52493...

Mary Ann Dewan
County Superintendent of Schools
1/19/2023 | 4:00 PM PST

DocuSigned by:
Adia Hoag
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Adia Hoag
California Teachers Association
1/19/2023 | 3:57 PM PST

DocuSigned by:
Larry Oshodi
84A286968D5B4A4

Larry Oshodi
Assistant Superintendent – Personnel Services
1/19/2023 | 9:07 AM PST

Ratified by the Association: 10/19/2022
Disclosure of Collective Bargaining Agreement: 11/16/2022