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MASTER AGREEMENT

BETWEEN

**SAN JOAQUIN COUNTY SUPERINTENDENT OF SCHOOLS/
COUNTY BOARD OF EDUCATION**

AND

**SAN JOAQUIN COUNTY EDUCATOR’S ASSOCIATION
2009-10
2010-11
2011-12**

Concluding All Matters Through 2012-2013

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ARTICLE I
AGREEMENT

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1. The Articles herein shall constitute an agreement by and between the San Joaquin County Office of Education, employer, hereinafter referred to as the “County Office of Education,” and the San Joaquin County Educators’ Association, hereinafter referred to as the “Association,” an employee organization.
2. This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.

ARTICLE II
RECOGNITION

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4 The County Office of Education recognizes the Association as the exclusive
5 representative:
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7 For all certificated employees including classroom teachers, counselors, speech
8 therapists, librarians, but excluding employees designated as Supervisor,
9 Confidential, Management, Classified, substitute, temporary serving less than
10 three months, Adult Education and Summer School employees.
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ARTICLE III
NON-DISCRIMINATION

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The County Office of Education and the Association shall not discriminate against employees, applicants for employment, applicants for Association membership or Association members on the basis of sex, race, color, religion, age, national origin, ancestry, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation, or physical limitation which has no bearing on job performance.

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ARTICLE IV
NEGOTIATION PROCEDURES

1. No later than March 15 of the calendar year in which this Agreement expires, the Association shall submit its initial proposals for a successor agreement to the Superintendent.
2. The parties shall meet and negotiate in good faith on negotiable items on a successor agreement beginning no later than 30 days after the initial proposals for a successor agreement have been presented by the Association and after compliance with the provisions of Section 3547 of the EERA (Government Code).
3. Any agreement reached between the parties shall be reduced to writing and signed by the representatives of the parties. Any agreement reached is contingent upon ratification by the parties named herein. Any items of the agreement may be reopened at any time upon the mutual consent of the parties and subject to the procedures outlined above.
4. Within thirty days of ratification of the Agreement by both parties, the County Office of Education shall make the Master Agreement available on the SJCOE Web Site.
5. Any costs for utilizing the services of a third party in the resolution of any negotiations impasse shall be shared equally by the parties. The parties shall bear the cost of their appointed representatives.
6. Negotiation meetings shall be held at mutually agreeable times and locations with reasonable release time provided for meetings held during the instructional day. Each party may be represented by up to four (4) persons at any negotiating session. Either party may utilize the services of outside consultants to assist in negotiations.
7. The County Office of Education will furnish the Association copies of any budgetary and other related information within a reasonable time following the request by the Association.

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ARTICLE V
EMPLOYEE RIGHTS

1. Employees shall have the right to become members of and participate in activities of the employee organization. Conversely, employees shall have the right not to become members of said organization.

2. Those rights guaranteed by law which the employee had prior to entering this Agreement shall be retained except those rights specifically limited by this Agreement. The failure to enumerate shall not be construed as a waiver of such rights.

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ARTICLE VI
ASSOCIATION RIGHTS

1. The Association shall have the right to make use of the County Office of Education buildings, mail service, facilities and duplicating at reasonable hours when not otherwise in use and to post notices on Association bulletin boards, provided such material is limited to Association business and does not violate state or federal laws. The Superintendent shall designate appropriate staff contacts for scheduling the use of buildings, facilities and duplicating equipment. The Association agrees to pay for consumable supplies within thirty days of being billed.
2. Authorized representatives of the Association shall be permitted to transact official Association business on County Office of Education property during non-duty hours.
3. The County Office of Education shall provide to the Association two copies of the Board’s agenda for each meeting. The materials shall be made available to the Association President when the agenda related materials are delivered to the Board members.

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ARTICLE VII
ASSOCIATION DUES AND FEES DEDUCTIONS

A. Membership and Dues Deduction

1. The parties to this Agreement acknowledge that Association has notified the employer to implement the provisions of Government Code Section 3546 (a), requiring, as a condition of employment, the deduction of Association dues or fair share fee from the wages or salary of every employee. This Agreement requires an employee, as a condition of continued employment, to either join the Association or pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization. Such dues and fees shall be deducted on a tenthly basis at no cost to the Association.
2. The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payers.
3. The County Office of Education shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
4. Any new unit members shall, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, become a member of the Association, or pay to the Association a service fee.
5. The Association has the sole right to verify that a worker qualifies for a religious exemption from the obligation to pay fees. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the Association except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
 - a. United Way
 - b. San Joaquin County Office of Education, Education Foundation
 - c. American Red Cross

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- 6. Any unit member making payments as set forth in Section 5, and who requests use of the grievance or arbitration provisions of this Agreement, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 7. With respect to all sums deducted by the County Office of Education, whether for membership dues or agency fee, the County Office of Education agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, and the amounts deducted from each employee.
- 8. Pursuant to Government Code Section 3546 (f), the County Office of Education shall, upon request, provide to Association the home address of each employee so that the Association can send out required legal notices.
- 9. The Association agrees to furnish any information needed by the County Office of Education to fulfill the provisions of this Article.
- 10. Pursuant to Government Code Section 3546(e), Association shall indemnify and hold County Office of Education harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to County Office of Education’s compliance with Government Code Section 3546.
- 11. Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

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ARTICLE VIII
COUNTY SUPERINTENDENT/COUNTY BOARD RIGHTS

1. Rights, powers, authority and prerogatives which the County Board of Education and the County Superintendent had prior to entering into this Agreement shall be retained, except as those rights, powers, authority or prerogatives are expressly and specifically limited by the provisions of this Agreement.

2. The failure to enumerate such retained rights, powers, authority and prerogatives shall not be construed as a waiver of any such rights, powers, authority or prerogatives.

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3 **ARTICLE IX**
4 **GRIEVANCE PROCEDURES**

5 1. Definitions:

- 6 a. "Grievance" is a claim that there has been a violation, misinterpretation
7 or misapplication of this Agreement.
8
9 b. "Day" means any day in which a unit member is required to render
10 service to the County Office of Education.
11
12 c. "Immediate supervisor" is the lowest level administrator having
13 immediate jurisdiction over the employee.
14

15 2. Obligation:

16 The Association shall represent all bargaining unit members fairly in employer-
17 employee relationships with the County Office of Education and shall assure all
18 bargaining unit members access to grievance procedures established by this
19 Agreement. An employee of the bargaining unit may utilize the informal steps
20 of the grievance procedure without seeking assistance from the Association.
21

22 3. Time Limits

23 Each party involved in a grievance shall act quickly so that the grievance may
24 be resolved promptly. Every effort should be made to complete action within
25 the time limits contained in the grievance procedure, but with the written
26 consent of both parties the time limitation for any step may be extended. In the
27 event a grievance is filed at such a time that it cannot be processed through all
28 the steps by the end of the school year, then the following timelines shall be
29 reduced so that the grievance procedure may be exhausted prior to the end of
30 the school year or as soon as is practicable.
31

32 4. Informal Procedure

33 Within 15 working days of an alleged grievance, the bargaining unit member
34 shall meet with his/her immediate supervisor to attempt to resolve the problem.
35

36 5. Formal Procedure- Level I

37 If the Informal Procedure fails to resolve the grievance to the satisfaction of the
38 grievant or if a decision is not rendered, a formal grievance must be initiated in
39 writing and presented to his/her supervisor not more than ten days from the date
40 of the informal meeting. The written statement should include a clear, concise
41 description of the grievance citing specific sections of the Agreement alleged to
42 have been violated. In addition, the specific remedy being sought should be
43 stated. On receiving this formal grievance, the immediate supervisor shall meet
44 with the grievant, if requested by the grievant, in an effort to resolve the
45 grievance. The supervisor shall have ten days to submit a written response to
46 the grievant.

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6. Formal Procedure- Level II
If the Formal Procedure at Level I fails to resolve the grievance to the satisfaction of the grievant or if a decision is not rendered, the grievant has seven days to appeal the grievance to the Deputy Superintendent, Business Services, or his/her designee. The appeal shall include a copy of the original grievance from Level I and a clear, concise statement of reasons for the appeal. On receiving this formal grievance, the Deputy Superintendent, or his/her designee shall meet with the grievant, if requested by the grievant, in an effort to resolve the grievance. The Deputy Superintendent shall provide a written response to the grievant within five days.

7. Formal Procedure- Level III
If the Formal Procedure Level II fails to resolve the grievance to the satisfaction of the grievant, or if a decision is not rendered, the grievant has five days to ask the Association to request mediation. The Association has five days to ask the Deputy Superintendent, Business Services, to take the grievance to mediation. Within five days of the Association request, the Deputy Superintendent, Business Services, and the Association shall jointly request that a mediator be assigned by the State Conciliation Service.

8. Formal Procedure- Level IV
If the Formal Procedure Level III fails to resolve the grievance to the satisfaction of the grievant, or if a decision is not rendered, the grievant has five days to ask the Association to take the grievance to arbitration. The Association then has ten days to request that the Deputy Superintendent, or his/her designee, jointly initiate the process outlined below.

- a. An arbitrator shall be selected from a panel of names provided by the State Conciliation Service. After drawing lots to determine the party making the first strike, the parties shall alternately strike a name until one remains. That person shall be the arbitrator.
- b. The arbitration proceedings shall be conducted pursuant to the rules and procedures of the State Conciliation Service or the voluntary rules for labor arbitration of the American Arbitrators Association as appropriate.
- c. The decision of the arbitrator shall be final and binding on both parties of this agreement unless overruled by the County Superintendent of Schools.

9. Cost of Arbitration and Mediation
In all arbitration proceedings, the arbitrator's or mediator's fees and expenses shall be paid fifty percent by the Association and fifty percent by the County Office of Education. In all other respects, the parties shall bear their own costs of arbitration of mediation.

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10. Miscellaneous

- a. All grievances shall be presented on the form mutually agreed to by the Association and the County Office of Education.
- b. A member of the Association may accompany the grievant to any meeting in the grievance process if requested by either the grievant or the supervisor.
- c. If a grievance arises from an action or inaction of an administrator at any level above the immediate supervisor, the grievance will be submitted directly to the involved administrator and will commence at that level.

ARTICLE X
HOURS

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1. Employees shall be at their duty station sufficiently in advance of the time their assigned duties are to begin in order to carry out all assignments in an effective and efficient manner.

2. Employees shall be entitled to one duty-free uninterrupted lunch period of at least thirty minutes.

3. The employee's work year shall be as set forth below:

	Returning teachers	New teachers
2010-11	180	181
2011-12	179	180
2012-13	178	179

The number of workdays shall remain at the above level until such time as the Education Code Sections waiving financial penalties for not less than 175 instructional days are repealed, at which time this Article shall be reopened for negotiations.

Mutually agreed upon deviations from the contracted work year shall be appropriately reflected on a per diem basis in the compensation of the effected employee. The specific days beyond the school calendar shall be agreed upon mutually by the teachers of a given program and that program's immediate supervisor.

4. The immediate supervisor may permit deviation from the normal working day.

5. Upon request, teachers participating in a complete session of the Outdoor Education Program shall be granted one day's leave with no charge against any regular leave. This day will be granted immediately upon the teacher's return, or at a time mutually agreed upon by the teacher and his/her immediate supervisor.

6. All Special Education satellite programs will operate on the host district's calendars for student-contact days.

7. Staff Development Days

a. Staff development days will be scheduled as follows:

2010-11:	1 day
2011-12:	1 day
2012-13:	0 days

Participation by teachers in these staff development days shall be voluntary. Teachers who are in attendance for the entire staff

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development day will be compensated at a flat rate per day of \$275.85 for the term of the Agreement. There shall be no partial-day compensation paid.

ARTICLE XI
LEAVES

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1. Sick Leave
 - a. Each full-time certificated employee shall receive ten days of sick leave credit at the beginning of each school year. This sick leave credit shall be added to any other sick leave that has been accumulated by the employee. Accumulation shall be unlimited. Employees working less than full time shall receive a prorated sick leave allocation.
 - b. At the beginning of each school year every teacher shall receive an accounting of sick leave allotment credit from the County Office of Education.
 - c. Employees shall notify the immediate supervisor reasonably in advance, except in an emergency, when the employee will not be able to report to work. Employees shall notify the supervisor before the end of the school day prior to returning to work whether or not he/she is able to report to work the following day.
 - d. An affidavit of illness or injury or a statement from a medical practitioner may be required of an employee by the County Office of Education.
2. Family Medical Leave (FMLA/CFRA)
 - a. Federal law provides for up to twelve (12) weeks of unpaid leave for qualified employees due to certain health care or family issues. The twelve (12) work weeks of family care and medical leave to which an employee is entitled under state law shall run concurrently with the 12 work weeks of family care and medical leave to which an employee is entitled under federal law, except that any leave taken under state law for family care or medical leave shall run consecutively to an employee's leave entitlement on account of pregnancy, childbirth, and related medical conditions.
 - b. Generally FMLA leave is available to employees who have been employed by the County Office of Education for at least twelve (12) months and who have worked at least 1,250 hours during the past twelve (12) months of employment. Full-time teachers are deemed to meet the 1,250 hour test (29 USC 2611; Government Code 12945.2; 29CFR825.110).
 - c. Leave may be taken due to:
 - 1) Birth of a child
 - 2) Adoption or foster placement of a child

- 1 3) Health care of the employee’s spouse, child or parent
- 2 4) Serious health condition of the employee
- 3
- 4 d. The leave is unpaid but health benefits continue to be paid by the
- 5 County Office of Education to the extent that they were paid prior to the
- 6 leave. Where applicable, paid leave will run concurrently with FMLA
- 7 leave.
- 8
- 9 e. In cases of Pregnancy Disability Leave, additional uncompensated leave
- 10 time may be available for eligible employees under the California
- 11 Family Rights Act (CFRA) or Pregnancy Disability Leave (PDL).
- 12 Employees should contact the Attendance/Payroll Department for
- 13 additional information on CFRA and/or PDL.
- 14
- 15 f. Family medical leave shall be provided and administered pursuant to
- 16 Superintendent Policy 4161.8/4261.8/4361.8 and Administrative
- 17 Regulations 4161.8/4261.8/4361.8.
- 18
- 19 3. Pregnancy Disability Leave (PDL)
- 20 a. Pregnancy leave shall be granted only for that period of time (up to four
- 21 months) during which an employee, in the judgment of her physician, is
- 22 unable to perform her normal and ordinary duties due to pregnancy
- 23 related conditions. This leave shall run concurrently with any existing
- 24 paid leaves an employee may take for the same reason.
- 25
- 26 b. The duration of any pregnancy leave shall be determined by the
- 27 employee and her physician. The employee shall notify the County
- 28 Office of Education of the projected date on which the leave is expected
- 29 to commence and the probable date on which the leave shall terminate,
- 30 such notice to be given normally not later than thirty days prior to the
- 31 expected commencement date. For events, which are unforeseeable, the
- 32 County Office of Education needs to be notified, at least verbally, as
- 33 soon as an employee learns of the need for the leave. The employer may
- 34 request at any time that the employee provide a written statement from
- 35 her physician attesting to the actual duration of the employee’s physical
- 36 incapacity.
- 37
- 38 c. Nothing in this policy shall prohibit the employees from applying for
- 39 additional leave of absence without pay for purposes related to childbirth
- 40 and infant care. Such leave may be granted for any period up to one
- 41 year.
- 42
- 43 d. Pregnancy disability leave shall be provided and administered pursuant
- 44 to Superintendent Policy 4161.8/4261.8/4361.8 and Administrative
- 45 Regulations 4161.8/4261.8/4361.8.
- 46

- 1 4. Child-Rearing Leave
2 a. A member who is adopting a child may elect to use accumulated sick
3 leave not to exceed twenty days.
4
5 b. A member shall notify the County Office of Education of the intent to
6 take such leave at least four weeks prior to the anticipated date on which
7 leave is to commence.
8

9 5. Military Leave
10 An employee shall be entitled to military leave as provided for in Education
11 Code Section 44800. Military orders shall be submitted to the
12 Attendance/Payroll Services to verify the dates of said leave prior to the period
13 of absence, except in cases of emergency. In cases of emergency, orders shall
14 be submitted as soon as possible.
15

16 6. Military Family Leave
17 Pursuant to the Family and Medical Leave Act, any employee who has been
18 employed by the County Office of Education for at least 12 months and who has
19 at least 1,250 hours of service with the County Office of Education during the
20 previous 12-month period, shall be eligible to take unpaid military family leave
21 pursuant to applicable federal law and administrative regulation. Military
22 family leave may be used for the following reasons:
23

- 24 a. Because an employee is the spouse, son, daughter, parent, or next of kin
25 of a covered service member with a serious injury or illness (Military
26 Caregiver Leave).
27
28 b. Because of a qualifying exigency arising out of the fact that an
29 employee's spouse, son, daughter, or parent is on active duty or call to
30 active duty status in support of a contingency operation as a member of
31 the National Guard or Reserves. This leave does not extend to family
32 members of military members in the Regular Armed Forces.
33 (Qualifying Exigency Leave).
34

35 Military family leave shall be provided and administered pursuant to
36 Superintendent Policy 4161.8/4261.8/4361.8 and Administrative Regulations
37 4161.8/4261.8/4361.8.
38

39 7. Personal Necessity Leave
40 a. Accumulated sick leave may be used by an employee, at his election, in
41 cases of personal necessity. Generally, it shall be the employee's
42 responsibility to notify his/her immediate supervisor in advance, to
43 furnish reasonable justification, and to secure administrative approval
44 for all personal necessity leave requests.
45

- 1 b. Employees shall not be required to secure prior permission for leave
2 taken for any of the following reasons:
3 1. Death or serious illness of a member of his immediate family.
4 2. Accident, involving his person or property, or the person or
5 property of a member of his immediate family.
6 3. Appearance in any court or before any administrative tribunal as
7 a litigant, party or witness under subpoena or any order made
8 with jurisdiction.
9
- 10 c. Examples of personal necessity leave for which employees are required
11 to obtain prior approval include:
12 1. extended bereavement leave,
13 2. emergency home repair that cannot be scheduled during non-
14 working hours,
15 3. attending to a family emergency or crisis.
16
- 17 d. Personal necessity leave shall not normally be authorized for vacation,
18 recreational, or related activities. Such requests may be approved when,
19 in the judgment of a deputy superintendent, it is justified by unusual
20 circumstance.
21
- 22 e. No accumulated sick leave in excess of eight days may be used for
23 personal necessity leave in any school year.
24
- 25 f. In any school year, no more than one day of personal necessity leave
26 may be utilized as a “no tell” day.
27

28

29 8. Bereavement Leave
30 Up to three days of bereavement leave shall be granted to all employees in the
31 event of the death of a member of the employee’s or spouse’s immediate family
32 as outlined in Section 8 in this Article. Up to five days shall be granted if travel
33 is out of state, or within California and north of 41 degrees latitude or south of
34 35 degrees latitude. No deduction shall be made from the salary of such
35 employee nor shall such leave be deducted from any other leave.
36

37 9. Jury Leave
38 An employee shall be authorized paid leave to serve on a jury or as a
39 subpoenaed witness. The pay the employee shall receive shall be his/her full
40 pay less any court compensation, excluding expenses, received by the
41 employee.
42

43 10. Leave Without Pay
44 An employee may request and the County Office of Education may grant a
45 leave without pay that has potential merit for the County Office of Education.
46 The employee shall file a request for leave without pay in writing and in detail.

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11. Immediate Family Definition

Immediate family is defined as: mother, father, grandmother, grandfather, grandchildren, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, registered domestic partner, or anyone living in the immediate household of the employee.

12. Sabbatical Leave

- a. A teacher may be granted a sabbatical leave for the purpose of professional study or travel, which will benefit the schools and pupils of the County Office of Education.
- b. A teacher who has served not less than seven consecutive years shall be eligible to apply for sabbatical leave.
- c. Such leave shall be limited to one teacher during any one semester or school year and shall not be less than one semester or more than one year in duration.
- d. Application for sabbatical leave shall be submitted not later than January 1st preceding the school year for which the leave is requested.
- e. By March 1 the Superintendent shall take action on sabbatical leave requests.
- f. The salary paid to a successful applicant shall be 20% of his/her projected salary at the time he/she is on sabbatical leave. The employee shall be required to return to work for the County Office of Education for a two-year period immediately following such leave. Should the employee elect not to return to the County Office, all compensation (salary and benefits) received during the sabbatical period must be returned to the County Office.

13. Industrial Accident Leave

Employees suffering a job-related injury shall be entitled to up to sixty days paid leave per accident commencing on the first day of absence.

14. General Provision

Provision of leaves under this Article shall not be construed to apply to any employee during any period when the employee would not normally be performing services for the County Superintendent/ County Board of Education.

15. In addition to existing leave provisions in this contract and in the Education Code, Government Code Section 12945.2 and the Family and Medical Leave Act of 1993 (FMLA) relating to family care leave shall be incorporated as part of this Agreement.

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16. Disability Retirement/Allowance

- a. Whenever an employee terminates employment and is placed on STRS Disability Retirement/Allowance, the employee shall be placed on the thirty-nine month reemployment list. In the event that within thirty-nine months of termination, the employee becomes able to return to active duty, he/she will be placed in an appropriate position when a vacancy occurs.

During the time employees who have exhausted all leave and have filed for STRS Disability Retirement/Allowance are awaiting a response from STRS, they will be able to continue, at their own expense, the health benefits that they had as active employees. If STRS Disability Retirement Allowance is approved and the employee is eligible for paid retiree benefits, the County Office of Education will reimburse the employee for the cost of premiums paid and deduct the number of months of premium reimbursements from the retiree benefit entitlement balance. If the STRS Disability Retirement / Allowance is disapproved, then the benefits will be terminated and COBRA notices will be issued.

17. Catastrophic Leave Donation

Employees may donate accrued vacation, compensatory or sick leave time to a County Office of Education employee who qualifies to receive donations as a result of an extended absence.

1. Eligibility

- a. Employees shall be eligible to donate or receive catastrophic leave.
- b. An employee becomes eligible to receive catastrophic leave donations when the employee has exhausted all his/her accrued leave, as a result of a verifiable long-term illness or injury suffered by the employee or an illness or injury that incapacitates a member of the employee’s immediate family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member. A long-term absence for purposes of this regulation shall be an absence which initially exceeds fifteen consecutive workdays.

2. Application

- a. Requests for receipt of catastrophic leave donation will be processed by the Attendance Department.
- b. An eligible employee will submit a written request for donations to the Attendance Department, accompanied by a medical statement from the attending physician, including a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work.

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- 3. Donation Procedure
 - a. Donation of leave will be strictly voluntary; the identity of leave donors will be held in absolute confidence.
 - b. Employees may donate accrued vacation, compensatory time or sick leave.
 - c. Donations must be made in whole day increments with a minimum of one day.
 - d. Donors donating vacation or compensatory time must have an overall vacation/holiday/compensatory leave balance of one hundred twenty hours remaining after donated time has been deducted. Donors may donate up to a combined total of three (3) vacation and comp time days per fiscal year.
 - e. Donors donating sick leave must have a sick leave balance after donation, in an amount not less than the amount of annual sick leave allocation received by the donor. During any fiscal year, the amount of sick leave time that may be donated shall not exceed one-half the amount of sick leave earned and unused in the previous fiscal year. (Example: In the previous fiscal year, donor earned twelve (12) days of sick leave and used four (4) days, leaving eight (8) days unused. Donor could donate four (4) days.)
 - f. Once donated to an individual, donated leave cannot be reclaimed by the donor.
 - g. Employees wishing to donate time will submit donation authorization forms to the Attendance Department. Donation authorization forms which do not contain all requested information shall not be processed.
 - h. If donations exceed the projected need, donation authorization forms will be processed in the order received. Excess donations will be processed, if needed, before an additional donation period is scheduled.
 - i. Donated credits will be available for use by the recipient on the next payday which falls at least fourteen (14) days after the date of submission to the Attendance Department.
 - j. Donation authorizations will expire after a twelve (12) month period if not used.
 - k. Upon receipt of donation authorizations, the Attendance Department shall take the following actions:
 - 1. Verify that donating employee has minimum required leave balance required for donation; convert donated time to dollars at the hourly rate of the donor and subtract from designated leave category.
 - 2. Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add to recipient's sick leave balance.
 - 3. Notify donor and recipient of changes in leave balances.
 - 4. Retain a confidential file of donation authorizations.

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- 4. Donated time is treated as sick leave accrued by the recipient of the donation.
 - a. Donated time does not alter the employment rights of the County Office of Education or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted in this regulation.
 - b. Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave as if in paid status. Such accrued leave time shall be used prior to additional use of donated catastrophic leave time.
- 5. Duration
 - a. Employees may use donated leave credits for a period not to exceed twelve (12) consecutive months.

18. Association Leave
Up to 10 person-days total per year may be utilized by association members for leave for Association business. Association shall reimburse County Office of Education for cost of substitutes for members utilizing such leave.

ARTICLE XII
TRANSFERS

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1. General

In the transfer of employees, the best interests of the County Office of Education shall be controlling. The desires of the employee(s) involved, qualifications, successful performance, staff availability, experience, and written recommendations of appropriate supervisors shall be other factors to be considered. Where the foregoing factors are equal, seniority shall be the deciding factor.

2. Vacancies

Known vacancies shall be posted on the SJCOE Jobs Website at www.sjcoejobs.org. The County Office of Education may fill vacancies at any time after the posting period or at any time between the end of one school year and the beginning of the next school year. Employees meeting the requirements established for the vacancy and the criteria in 1 above may apply for transfer consideration. Where all other factors are equal, employees shall be given priority consideration over outside applicants for any vacancy.

3. Voluntary Transfer

An employee desiring a transfer to any known vacancy shall submit a request in writing to the appropriate administrator stating the reason for the request. The employee shall be notified in writing of the action taken on the request within ten working days after the close of the posting period. If a transfer is denied, the teacher shall be given, upon request, a written rationale for the denial within five working days of the decision.

4. Involuntary Transfer

Written notice of a proposed involuntary transfer shall be given to the employee within five working days of the proposed decision being made. If the employee so requests within five working days of the written notification of proposed transfer, the employee and the appropriate administrator shall meet in an attempt to resolve the transfer issue. This meeting shall be held within five working days of the request and prior to a final decision being rendered. Upon written request, the employee shall be provided with a written statement of the reasons for the proposed transfer. The employee shall have the right to appeal the decision to the Deputy County Superintendent in a meeting to be held within five days of the request for appeal.

5. Notice

A teacher transferred after the beginning of the Fall semester shall be given five days notice before the transfer occurs.

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6. Release Time

A teacher transferred after the school year begins shall be granted two days of release time to make the transfer for the purpose of packing and reestablishing the classroom. One additional day may be granted upon request to the appropriate administrator. The County Office of Education shall move supplies, materials, furniture and equipment from one work location to another upon request of the employee provided they are suitably boxed and/or packed.

ARTICLE XIII
EVALUATION

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1. Except as provided in subparagraph (a), employees shall be evaluated at least once each year during the first two years of employment and once every two years thereafter. Management shall have the right to conduct informal observations and formal evaluations as often as management deems necessary.
 - a. Pursuant to Education Code Section 44664 (a)(3), evaluations may be conducted at least once every five years for personnel with permanent status who have been employed with the County Office of Education for at least ten years, are highly qualified as defined in 20 U.S.C. Sec. 7801 and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and the certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
2. Evaluations shall be based on classroom observations and/or upon such other job-related factors that affect the operations and welfare of the education program.
3. Employees shall sign the evaluation form indicating that the employee has seen the form during an evaluation conference. The signature does not necessarily mean that the employee agrees with the evaluation.
4. The employee may elect to respond in writing. Such response shall be included with the employer's evaluation.
5. The agreed-upon evaluation documents are attached as Exhibits to this Agreement.

ARTICLE XIV
TEACHER SAFETY

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1. Employees shall have the right to be assigned to duty stations that are safe by reasonable standards.
2. Teachers shall not be required to perform tasks that endanger their health or safety. A teacher who feels that an unsafe or unhealthy condition exists shall inform the responsible administrator. The administrator shall take whatever steps may be required for the County Office of Education to bring such conditions into compliance with federal, state, and local standards, to correct the situation as quickly as possible. In the event of a disorder or disruption in the regular school program, immediate action will be taken by the County Office of Education to the extent possible to guarantee the safety of teachers. If an administrator calls to the attention of a teacher an unsafe condition or activity for which the teacher is responsible, such teacher shall take appropriate steps, within his/her authority, to correct the situation as quickly as possible.
3. Employees may use reasonable force to protect themselves from attack, to protect another person or property, or to quell a disturbance threatening physical injury to others.
4. The County Office of Education shall take appropriate action to the extent permitted by law to provide support for any teacher who is assaulted while discharging his or her duties. If an injury results from an assault, causing the teacher to be absent from duty, he/she shall be entitled to lost time compensation as provided by law and/or provisions of this Agreement. The County Office of Education shall provide the same support to teachers who make decisions in an acting administrative capacity as it would to decisions of administrators in the same circumstances.
5. Whenever any employee of the County Office of Education is attacked, assaulted, or menaced by any pupil, it shall be the duty of such employee and the duty of any person under whose direction or supervision such employee is employed who has knowledge of such incident, to promptly report the same to the appropriate law enforcement authorities.
6. Any parent, guardian, or other person who insults or abuses any teacher in the presence of other school personnel or pupils and at a place which is on school premises or public sidewalks, streets, or other public ways adjacent to school premises or at some other place if the teacher is required to be at such place in connection with assigned school activities is liable as defined by law.
7. An employee affected by “5” or “6” shall immediately notify the appropriate administrator in the County Office of Education.

- 1 8. A teacher may suspend, for good cause, any pupil from his or her class for the
2 day of the suspension and the day following. The teacher shall immediately
3 report the suspension to the principal of the school and send the pupil to the
4 principal for appropriate action. As soon as possible, the teacher shall ask the
5 parent or guardian of the pupil to attend a parent-teacher conference regarding
6 the suspension. A school administrator shall attend the conference if the teacher
7 or the parent or guardian so requests. The pupil shall not be returned to the
8 classroom from which he was suspended, during the period of the suspension,
9 without the concurrence of the teacher of the class and the principal.
10
- 11 9. Teachers shall be given copies of the adopted Board policy concerning student
12 discipline.
13
- 14 10. The County Office of Education shall reimburse an employee for the loss,
15 destruction, or damage by arson, burglary, or vandalism of personal property
16 used in the school operated by the County Office of Education, provided that
17 such use of personal property was given prior approval by the immediate
18 supervisor before the property was brought to school and the required approval
19 form is on file with the Director of Operations and Support Services. The value
20 of the property must be agreed upon by the person bringing the property and the
21 supervisor. The maximum reimbursable value shall not exceed \$300.00 for any
22 item of personal property.
23
- 24 11. In accordance with Education Code 35208, the County Office of Education
25 shall insure all employees against personal liability for damages for death,
26 injury, or damage to or loss of property when acting within the scope of
27 employment.
28
- 29 12. The County Office of Education shall provide training and follow-up for
30 employees who agree to provide specialized health care services in
31 emergencies. Emergencies are occasions when unforeseen events prevent or
32 delay medical staff from providing specialized health care services.
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2 **ARTICLE XV**
3 **BENEFITS**
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5 1. **Benefits Provided**

- 6 a. **Cap**
7 Medical, dental and vision coverage will be provided by the County
8 Office of Education on a composite rate structure, not to exceed a
9 monthly employer cost of \$762.09 for 2010-11.

10
11 Article XV, Paragraph 1.a. shall be reopened for negotiations in 2011-12
12 and 2012-13.

- 13
14 b. **Costs in Excess of Cap**
15 Employees who are or become enrolled in a plan or plans which exceed
16 the maximum monthly amount specified in paragraph (a) above shall
17 have the balance of the premium due paid by a payroll deduction.
18
19 c. **All eligible employees must participate in a medical, dental, and vision**
20 **plan.**

21
22 2. **Coverage Provided**

- 23 a. **IRS 125 Plan**
24 Effective October 1, 1994, benefits shall be provided under an IRS 125
25 plan. There is currently no charge for administration of the IRS 125
26 plan. In the event that the IRS 125 administrator imposes fees,
27 employees shall cover such fees through payroll deduction, not to
28 exceed \$3.00 per employee per month for dependent care and \$5.00 per
29 employee per month for unreimbursed medical.

- 30
31 b. **Medical**
32 Employees may select coverage from any one of the medical plans
33 offered by the California's Valued Trust and agreed upon by Association
34 and SJCOE.

- 35
36 c. **Dental**
37 Employees may select coverage from any dental plan offered by the
38 California's Valued Trust and agreed upon by Association and SJCOE.

- 39
40 d. **Vision**
41 Employees may select coverage from the vision plan offered by the
42 California's Valued Trust and agreed upon by Association and SJCOE.
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1 e. Life Insurance
2 Employees shall receive \$25,000 of term life insurance coverage upon
3 completion of one year of employment.
4

5 3. Eligibility

6 a. Employees working less than half time shall not be eligible for health
7 and welfare benefits.
8

9 b. Employees working at least half-time but less than full time shall be
10 entitled to receive benefits paid at 50% by the County Office of
11 Education. Such employees shall have the option to participate in the
12 available benefit programs by contributing the employee share of the
13 cost through payroll deduction. In order to participate in any one type of
14 coverage (i.e., medical, dental, vision, or life), the employee must enroll
15 in and contribute toward the cost of all types of coverage.
16

17 4. Change of Benefits

18 a. The County Office of Education shall not initiate a change in the type or
19 level of benefits provided during the term of this Agreement except with
20 mutual consent of Association.
21

22 b. The County Office of Education shall assume no responsibility or
23 liability for changes in coverage imposed by benefit insurance providers.
24 It is understood and agreed that the County Office of Education
25 exercises no control and accordingly accepts no responsibility with
26 respect to individual providers and/or hospitals included in the panel of
27 specific benefit plans.
28

29 c. The current “provider” for the medical, dental, and vision plans offered
30 to Association members and retirees is the California’s Valued Trust.
31 Any change in the third-party administrator of the medical, dental, or
32 vision plans shall not be considered a change in benefits except,
33 however, that such change shall not reduce the level of benefits provided
34 by those plans consistent with the provision in (a) above.
35

36 d. The County Office of Education makes no representation with respect to
37 financial viability and shall not be liable for any claims resulting from
38 the financial insolvency of any medical, dental or vision plan.
39

40 5. Retiree Benefits

41 The County Office of Education shall provide to each eligible Association
42 retiree those health insurance benefits that are provided to active employees.
43 Retiree health insurance benefits shall be identical to those provided active
44 employees in any given year except that coverage specifically prohibited by any
45 benefit carrier to retirees shall not be provided.
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To be eligible, the retiree must:

- a. Have been providing full-time service and continuously employed by the County Office of Education for a minimum of five years immediately prior to retirement
- b. Have obtained the minimum retirement age required by the State Teachers Retirement System (STRS), or have qualified for a STRS disability retirement and be receiving benefits from STRS.

Benefits shall be provided on the basis of one month of benefits for each two months of service to the County Office of Education. A fraction of a month of service shall be rounded to the nearest full month.

The foregoing Association retiree benefits will continue until age 65, or until eligibility expires, whichever occurs first.

In the event a retiree predeceases his/her covered dependent(s), health insurance benefits will continue to be provided to the dependent survivor(s), as if the retired employee had lived until the end of his/her eligibility under this policy.

6. Election to Choose Health Plans

At Association's request, an election was held in June, 2004 in which Association members elected to obtain medical, dental and vision insurance from the California's Valued Trust. Association hereby agrees to hold County Office of Education harmless for any financial liability which may occur due to participation by Association members in California's Valued Trust.

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3 **ARTICLE XVI**
4 **SALARY**
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6 1. See Exhibit 1 for salary schedules.
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8 2. The salary schedule for 2010-11 shall be the same as in 2009-10.
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10 This article shall be reopened for negotiations in 2011-12 and 2012-13.
11
12

13 3. Placement on the salary schedule shall be determined by the years of fully
14 credentialed teaching experience and units earned beyond the Bachelor's
15 Degree (minimum 75% of school year Education Code Section 44908) granting
16 year for year experience credit and that full-time contracted teaching experience
17 under a Waiver, Emergency Long-term Permit, Pre-intern, and Intern programs
18 will be credited toward total years of experience.
19

20 4. a. Commencing January 1, 2002, one (1) semester unit of credit will be
21 granted toward placement on the salary schedule for every fifteen (15)
22 hours of in-house instruction. In-house units will be offered for those
23 workshops which are offered after 3:45 p.m. on any workday and/or on
24 Saturdays. Attendance for the entire session is mandatory in order to
25 secure units offered. Teachers will be required to personally sign in at
26 the beginning of the workshop and also sign out at the conclusion.
27

28 b. All teachers will have the opportunity to attend workshops across
29 departments. To ensure equitable and timely notification of the
30 available coursework, information will be made available to all teachers
31 via the SJCOE Web page at sjcoe.org, the *Education Resources* section.
32 Workshops qualifying for County Office of Education salary credit will
33 be designated as "Approved for SJCOE Salary Credit" on the workshop
34 announcement and registration materials.
35

36 c. Units offered by the San Joaquin County Office of Education are in-
37 house units granted for credit toward *Class* increments on the Teacher
38 Salary Schedule and are not guaranteed to be transferable should a
39 teacher change employers.
40

41 d. A Record of Completion form documenting the course work, hours, and
42 units will be completed by the program and be forwarded to Human
43 Resources for posting. Documentation of units earned follows the same
44 timelines as transcript requirements for college credits.
45
46

- 1 5.
2 a. A BA+ 90 units column (Class VI) will be added to the salary schedule.
3 Placement on the 90-unit column shall be subject to a Master Degree.
4 The 90-unit column shall be 3.0% above the 75-unit column at each
5 step. Effective February 1, 2004, an additional career increment shall be
6 added to Class VI for employees who have completed twenty-seven (27)
7 years of creditable service requiring certification with the County Office
8 of Education, including appropriate experience outside the County
9 Office of Education which was granted at the time of initial placement
10 on the salary schedule. Class VI, Step 28 shall be 2.5% greater than
11 Class VI, Step 25, 26 and 27.
12
13 b. Effective July 1, 2006, Class IV and V, Step 28, shall be 2.5% greater
14 than Class IV and V, Steps 25, 26 and 27.
15
16 6. Step I of the salary schedule shall be shaded so that Step 2 will be the minimum
17 salaries for each column.
18
19 7. Stipends
20 a. The Master's stipend shall be \$1,500 per year effective July 1, 2004.
21 Only one Master's stipend per employee will be paid. Stipend shall be
22 prorated for less than full-time employment. Effective July 1, 2000,
23 Master's stipend shall apply to employees holding alternative
24 certifications.
25
26 b. A one-time, off-schedule stipend of \$500 shall be paid to bargaining unit
27 members who obtained a Cross Cultural, Language and Academic
28 (CLAD) or Bilingual Cross Cultural, Language and Academic
29 (BCLAD) certificate, not at County Office of Education expense and
30 outside of a CLAD-embedded teacher credential program. The stipend
31 shall be prorated for less than one FTE of employment. Such stipends
32 shall be paid upon verification by the Human Resources Office of
33 documenting information provided by the employee.
34
35 c. Bilingual (non-BCLAD) and Deaf Hard of Hearing (DHOH) bargaining
36 unit members who meet defined proficiency standards in Spanish or sign
37 language shall receive a \$500 per year on-schedule stipend when
38 assigned to designated bilingual or DHOH classes. Such stipends shall
39 be added to the employee's regular monthly paycheck. The effective
40 date of the monthly stipend shall be the first of the month following both
41 demonstration of proficiency, and assignment to a designated class. The
42 stipend shall be prorated for less than one FTE of employment.
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44 d. Bargaining unit members holding a BCLAD certificate shall receive a
45 \$1,000 per year on-schedule stipend when assigned to designated
46 bilingual classes. Such stipends shall be added to the employee's

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regular monthly paycheck. The effective date of the monthly stipend shall be the first of the month following both attainment of the BCLAD certificate, and assignment to a designated class. The stipend shall be prorated for less than one FTE of employment.

e. Special Education stipends shall be paid as follows:

1. \$1,700 per year

The stipend shall be prorated for less than one FTE of employment.

f. Language speech and hearing specialist stipends shall be paid as follows:

1. \$1,500 per year

The stipend shall be prorated for less than one FTE of employment.

ARTICLE XVII
TRAVEL

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1. Employees who may be required to use their own automobiles in the performance of their duties, as specified in this Article, shall be reimbursed at the IRS rate for actual mileage traveled pursuant to Education Code Section 44032.
2. Business travel that shall be reimbursed includes:
 - a. Travel to transport a student who is ill or injured to his/her home or to the doctor or hospital when authorized by an administrator.
 - b. Travel in connection with the required daily schedule of itinerant staff.
 - c. Travel to a meeting or conference when accompanied by a prior written authorization for travel signed by an administrator.
 - d. Travel to IEP meetings
 - e. Travel for home visits
 - f. Other business travel incurred with specific advanced written approval by an administrator.
3. All claims for travel shall be subject to the following requirements:
 - a. Claims which total at least fifty dollars (\$50.00) may be submitted at any time.
 - b. Claims of less than fifty dollars (\$50.00) may be filed only at the end of the school year.
 - c. All final claims for each school year shall be submitted to the supervising administrator for approval not later than June 5 of each year.
 - d. All claims must be accompanied by meeting agendas, employee calendars, or other documentation supporting the business purpose of the travel.
 - e. Business mileage to be reimbursed is calculated by taking the total approved miles driven for business during the day and subtracting the number of miles round trip from the employee's home to his or her regular work site.

ARTICLE XVIII
PEER ASSISTANCE AND REVIEW PROGRAM

A. PURPOSE

1. The Peer Assistance and Review Program (PAR) allows exemplary Unit Members to assist certain permanent and beginning Unit Members in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance consistent with the California Standard for the Teaching Profession. Unit Members referred to or who volunteer for the program 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.
2. Peer assistance activities are provided by “Consulting Teachers” (CT’s) to “Participating Teachers” (PT’s). CT’s are selected and designated by the Joint Committee (JC). A PT is a permanent classroom Unit Member who is referred to and required to participate in the PAR program as a result of an unsatisfactory rating of the employee’s performance in any of the areas as identified in A.1, of this article. A classroom teacher may request assistance through the PAR process as a “Voluntary Participant” subject to the provisions of the law and the agreement of the Joint Committee.
3. The Program resources shall be utilized in the following priority:
 - a. Referred Participating Teachers (RPT’s) referred due to unsatisfactory performance evaluation.
 - b. Voluntary Participating Teachers (VPT’s). A Unit Member with permanent status whose last annual performance evaluation has been “satisfactory” or “needs improvement and who wishes to engage in professional growth utilizing the assistance of a CT.
 - c. New and beginning teachers. A Unit Member who is (1) probationary or (2) employed pursuant to a full-year temporary contract, or (3) any SJCOE teaching intern participating in a program established according to Education Code Sections 44305, et seq. and 44325, et seq. or (4) a teacher with an emergency permit or (5) a teacher new to the SJCOE or a pre-intern teacher. Support to a Beginning Teacher pursuant to this Program is to be closely coordinated with other current SJCOE programs for training and assistance to beginning teachers including Beginning Teacher Support and Assessment (BTSA).

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B. JOINT COMMITTEE

1. Definition: Oversight and guidance of the PAR program is provided through the JC. The majority of the JC shall be certificated Association members who have been chosen by other Unit members. Administrators on the JC shall be appointed by the County Superintendent or his designee.
2. Composition: The JC shall be composed of five members. Three members shall be Association members and two members shall be county administrators. In addition, two alternates will be identified. One Administrator and one Association member alternate shall be selected in the same manner as committee members. The committee will be chaired in the first year by an Association member and the following year by a member selected by the County Office of Education. The chair will thereafter rotate on an annual basis between Association and County Office of Education members.
3. Selection: The Superintendent shall select the County Office representatives. The Unit shall select its representatives through a voting process in which all Unit Members have an opportunity to vote in accordance with the Association Bylaws and applicable legislation. Any certificated Unit Member covered by the certificated evaluation article of the current master agreement (Article XIII) and who is subject to referral to the PAR Program, shall be eligible to vote in the election.
4. Qualifications: The qualifications for the Association members of the JC shall be the same as the qualifications for a CT.
5. Term of Membership of Joint Committee: The term of a JC member who is an Association member shall be three years. One of the members elected initially will serve a one-year term; the other two members shall serve either a two or three year term to maintain continuity and experience on the committee.
6. Decision-Making: The JC shall meet as it deems necessary to perform its functions. Meetings shall be held during the regular workday for Association members. JC Association members shall be released from their regular duties in order to attend JC meetings. Decisions must be approved by all members of the JC. To ensure the on-going continuity of support for participating teachers, either party may appoint an alternate in case of extended absence of a JC member pursuant to the JC's procedures and regulations.

1 The JC will endeavor to make decisions by consensus. (Consensus is
2 defined as a general agreement by all committee members). Selection of
3 CT's must be by a majority vote of the entire JC. The Committee makes
4 recommendations regarding outcome(s) of PAR participation, i.e.,
5 successful completion of PAR, continuation in PAR or dismissal from
6 PAR due to determination that assistance from PAR would not be
7 productive. The decision to recommend dismissal from PAR shall
8 require at least a 4/1 vote. The JC members must be present to vote.
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10 7. Duties and Responsibilities: The JC's primary responsibility will be
11 oversight of the SJCOE Peer Assistance and Review Program, and its
12 applicable budget, which shall not exceed State revenues received for
13 this program. The JC shall approve the selection, assignment, and
14 monitoring of the CT. The JC will review and approve the
15 recommendation of the San Joaquin County Peer Assistance and Review
16 Consortium and reassignment of the CT. [Reference Education Code
17 44502 (c), (1) and (2)]. In addition, the Committee is responsible for:
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- 19 a. Submitting in writing to the San Joaquin County Board of
20 Education, County Superintendent of Schools, and the
21 Association President, an annual report of the Program's impact.
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- 23 b. Making recommendations to the Superintendent regarding PT's
24 with unsatisfactory evaluations, and if necessary, forwarding
25 names of individuals who, after sustained assistance, are unable
26 to demonstrate satisfactory improvement.
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- 28 c. Approving the assignments and reassignments of the CT's.
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- 30 d. Reviewing CT's reports on PT's, with permanent status, referred
31 to the Program because of unsatisfactory evaluations.
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- 33 e. Assessing the effectiveness of the CT's in the role of CT.
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- 35 f. Coordinating with the County Office of Education to provide
36 training or orientation for CT's, for Committee Members, and
37 where appropriate, for PT's.
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- 39 g. Establishing internal operating procedures and regulations
40 necessary to carry out the requirements of the Education Code
41 and this document.
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- 43 h. Guiding and assisting CT's in:
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 - 45 1. Developing performance goals for PT's.
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2. Determining appropriate observation scheduling and practices.
 3. Establishing and maintaining a cooperative relationship with a PT's Program Administrator.
 4. Assessing staff development activities that may assist in improving a PT's skills and knowledge.
 5. Writing peer review reports.
- i. Pursuant to Education Code sections 44500(b)(7) and 44662(d), the JC's final report regarding the results of a PT's participation in the PAR program (including responses, if any) shall be made available in the Personnel File for consideration as part of the evaluation and assessment of employee performance.
 - j. At the end of each school year, the JC shall forward all documents and records relating to a Unit Member's participation in the PAR program to the Human Resources Office. All documents shall be filed separately from the individual's personnel record.
 - k. Budget: The JC will provide for staff development opportunities within the following funding parameters.
 1. Expenditures for RPT's will receive first funding priority from current year revenue for each fiscal year.
 2. Fifty percent (50%) of the remaining current year revenue shall be designated to support VPT's and permanent teacher professional development opportunities. Volunteers may apply for participation anytime during the contracted school year. After providing funding for all voluntary applications and permanent teacher professional development opportunities approved by the JC, if any funds remain in this category, those funds shall be utilized in accordance with Section k. (3).
 3. The remaining fifty percent (50%) of current year revenue plus any prior year carryover funds from Sections k. (1), or k. (2), shall be designated to support professional growth for all unit members.

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- 8. Compensation: Teachers and alternates who are members of the JC shall receive a PAR stipend of \$125.00 per attended meeting, not exceeding \$500.00, payable at the conclusion of the contracted school year.

- 9. Confidentiality: Any discussion related to a PT's participation in the PAR program shall be kept in strict confidence by JC members, CT's, and the Program Administrator of a PT. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, JC members and CT's may disclose such information only as necessary to administer this article.
All materials related to evaluations, reports and other personnel matters shall be confidential, subject to the following exceptions:
 - a. In response to a subpoena or order of the court.
 - b. The final report may be used by the County Office of Education in any dismissal action against the PT.

- 10. Records: Documents and writings relating to a PT's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.) Except for a CT's final report regarding a PT's participation in the PAR program, pursuant to Education Code section 44500(b)(7), the JC's recommendation to the Superintendent regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Program Administrator, all other documents relating to participation in the PAR program shall be maintained in a separate file.

- 11. Liability: As provided by Education Code section 44503(c), a certificated bargaining unit employee who performs functions as a JC member or as a CT shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. The District shall defend and hold harmless individual Committee members and CT's from any lawsuit or claim arising out of the performance of their duties under this program.

- 12. Bargaining Unit Status: A certificated Bargaining Unit Member who implements any PAR program functions is not a management or supervisory employee for purposes of the Educational Employment Relations Act. [Reference Education Code 44503(b)].

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13. Training: The County Office of Education shall be a resource for appropriate training opportunities for JC members in areas related to the committee’s statutory responsibility.

C. CONSULTING TEACHER

1. Source: The JC shall obtain CT’s from either the County PAR Consortium or the Certificated Unit Member designated by the JC.

2. Definition: A Unit Member meeting the requirements of Section C., 3. of this Article who is selected by the JC to provide Program assistance to a PT.

3. Minimum Qualifications: The CT:

- a. County Office of Education CT
 - 1. must be a credentialed Unit Member with permanent status
 - 2. shall have at least five (5) years of recent teaching experience with the previous three (3) years with the San Joaquin County Office of Education
 - 3. shall demonstrate exemplary teaching ability, as indicated by, but not limited to:
 - a. Effective communication skills;
 - b. Subject matter knowledge;
 - c. Knowledge and commitment to SJCOE curricular goals and standards;
 - d. Mastery of a range of teacher strategies necessary to meet student needs;
 - e. Effective leadership skills.
- b. Or may be provided by the County Peer Assistance and Review Consortium in accordance with its policies and procedures.

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4. Application Process:

a. An application for selection as a CT shall include a minimum of two references from individuals who have knowledge of the candidate’s ability to satisfy the minimum qualifications. At least one reference shall be from a Program Administrator who has direct knowledge of the candidate’s classroom performance. One reference shall be from another classroom Unit Member. All applications and references will be treated with confidentiality and will not be disclosed except as required by law. The JC’s procedures for selecting CT’s shall include provisions for classroom observation of CT candidates. The JC will make the selection, which will be forwarded to the Superintendent.

5. Terms and Conditions:

- a. A CT’s term for working with RPT’s will be three (3) years. A CT’s term for new, beginning, and VPT’s shall be for a maximum of one (1) year. At the end of the CT’s term, the CT may reapply for another term.
- b. A CT may not be appointed to an administrative position while serving as a CT.
- c. The CT may petition the JC for an assignment change.
- d. A CT may be removed by the JC for reasonable cause.

6. Confidentiality: Discussion related to an employee’s participation in the PAR program shall be kept in strict confidence by JC members, CT’s, and the Program Administrator of a PT.

7. Records: Documents and writings relating to a PT’s participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.). Except for a CT’s final report regarding a PT’s participation in the PAR program, pursuant to Education Code section 44500(b)(7), the JC’s recommendation to the Superintendent regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee’s Program Administrator, all other documents relating to participation in the PAR program shall be maintained in a separate file.

All communications and documents relating to VPT’s shall remain confidential between the CT and the VPT.

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8. Compensation

- a. When approved, the CT will receive a stipend of \$500.00 at the completion of formal training, if available, or \$38.00 per hour for Joint Committee Orientation.
- b. When a CT is assigned duties by the JC for an RPT, he/she will receive an additional stipend of \$2,300.00 payable at the conclusion of the school year.
- c. When a CT receives an assignment by the JC, specific to new, beginning, and VPT's, he/she shall be compensated at a rate of \$38 per hour up to a maximum of \$2,000 per school year payable at the conclusion of the school year.
- d. A CT may submit a written request for approval as needed, up to 25 hours, for duties performed outside the normal contract hours. Those hours will be compensated at \$38.00/hour. If the CT is approaching their 25 hours, they need to meet with the JC with written justification for approval of additional hours.

9. Workload/Caseload:

- a. Caseload of the CT shall be one RPT or up to two voluntary, new or beginning teachers and/or general short-term support at large to unit members. Determination of assignments will be made by the JC.
- b. Support to the RPT shall include a minimum of twenty face-to-face contacts.
- c. Face-to-face contacts for the voluntary referrals are at the discretion of the CT and the PT.

10. Job Duties:

- a. The CT shall develop, in writing, an Individualized Assistance Plan (IAP) that will include clearly stated performance goals aligned with pupil learning and consistent with Education Code Section 44662. The IAP should be developed assuming the PT will stay in the program no more than twelve (12) months. However, RPT's may, under special circumstances, remain in the program for a total of eighteen (18) months, upon a majority vote of the JC.

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- b. CT's assigned a mandatory referral shall meet for a quarterly progress report with the JC and provide dialogue and written summary on the PT's progress.

- c. CT's shall assist PT's by demonstrating, observing, coaching, conferencing, referring, or by other activities approved by the JC.

The CT shall:

1. Participate in initial and ongoing training as determined by the JC.

2. Meet regularly (specifically defined in conjunction with time allowed) for observations/discussions with each PT.

3. Participate in meetings with other County Office of Education CT's.

4. Maintain a written log of contacts and specific support given to each PT.

5. Document all observations, visitations, and meetings.

6. Meet with PT to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan for mandatory referrals and develop a process for determining successful completion of the PAR program.

7. Conduct multiple observations of the PT during classroom instruction, and provide specific feedback after each visit.

8. Monitor the progress of the RPT and submit to, review and discuss with the PT any periodic written reports that require his/her signature before being submitted to the JC.

9. Continue to provide assistance to the RPT until the prescribed time limit has expired, or until teaching performance of the RPT receives a satisfactory evaluation or it is determined that further assistance will not be productive.

10. Submit a final report to the JC.

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11. Release Time

- a. Release time will be provided based upon frequency and duration of support needs as detailed in the Individualized Assistance Plan (IAP), and shall include, but will not be limited to the following:
 - 1. Traveling to and from sites. (Mileage will be reimbursed at the IRS rate pursuant to SJCOE policy).
 - 2. Completing documentation
 - 3. Meeting with the JC for regular meetings and with the other CT's
 - 4. Preparing time for class visits
 - 5. Making arrangements for the support of the PT
 - 6. Training and staff development

12. Final Report to Joint Committee: The CT shall submit a final report to the JC no later than the date determined by the JC.

D. PARTICIPATING TEACHERS

- 1. A PT shall be a permanent employee of the SJCOE and either volunteer to participate in the program or be referred to the program as a result of an unsatisfactory performance evaluation. [Reference Education Code 44500(b),(1)]. RPT's shall not be eligible for voluntary transfer while they remain in the program.
- 2. A RPT may select from available CT's provided by the JC. The JC shall assign a CT to a voluntary, new or beginning PT.
- 3. The VPT may terminate his or her participation in the PAR program at any time.
- 4. Teachers who are voluntarily participating in PAR shall not have any documentation issued as a result of said participation placed in their personnel files. The progress reports and other documents shall be sealed and remain confidential.

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5. PARTICIPATING TEACHER DUE PROCESS RIGHTS

- a. The RPT shall be entitled to review all reports generated by the CT prior to their submission to the JC and to have affixed thereto his or her comments.
- b. The RPT shall have a right to be represented by the Association in any meetings of the JC to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.
- c. The RPT shall have the right to timely progress reports.
- d. The RPT shall have the right to change CT once prior to November 1. The JC shall then assign the replacement CT. The timelines for the PAR process are not affected by a change of CT.
- e. A teacher shall not have access to the grievance process to challenge the content of reports, or decisions by the JC, but may file responses, which shall become part of the official record of the intervention.
- f. This PAR program in no manner diminishes the legal rights of the bargaining unit members.

E. MISCELLANEOUS PROVISIONS

- 1. Expenditures for the Program shall not exceed revenues received from the PAR program.
- 2. It is the intent of the SJCOE and Association that this Article remains in effect for as long as specific state funding for the California Peer Assistance and Review Program is received by the SJCOE. If state funding for the PAR program is eliminated, this Article shall expire and have no force or effect without the need for further action by either the SJCOE or the Association. The SJCOE shall notify the Association in writing that the PAR program has been eliminated.

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ARTICLE XIX
MISCELLANEOUS PROVISIONS

1. Any individual contract between the County Office of Education and a teacher shall be subject to and consistent with the terms and conditions of this agreement.
2. The County Office of Education will provide a substitute whenever a teacher is absent if a qualified substitute is available.
3. Mandated class loads will not be exceeded without mutual agreement of the teacher and the immediate supervisor.
4. Employees shall have the right to consult on content of courses and curriculum, the selection of textbooks, and in-service as it relates to the preceding.
5. In the judgment of a teacher, if a student requires the attention of a specialist such as counselor, psychologist, physician or other specialist, he/she shall so inform the appropriate supervisor.
6. The provisions of this agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this agreement shall be uniform in application and effect.
7. Each employee shall be given written notice not later than the end of the regular (six-week) special education summer session of the next year's tentative assignment. These assignments may be changed by written notice to the employee up to the first teacher workday of the new school year. Changes of assignment made after the first teacher workday of the new school year shall be made in accordance with Article XII Transfers.

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ARTICLE XX
SAVINGS

When any provision of the agreement is found to be contrary to law by a court of competent jurisdiction, then such provision shall be deemed invalid, to the extent required by such court decision, but all other provisions shall continue in full force and effect.

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ARTICLE XXI
CONCERTED ACTIVITIES

1. The County Office of Education and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process. It is agreed that the Association and County Office of Education will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet-and-negotiate process, except by mutual agreement of the County Office of Education and the Association. The foregoing is not applicable to legislative advocacy, or to the seeking of judicial relief by the parties.
2. During the term of this Agreement it is agreed and understood that there will be no strike, work stoppage, slow-down or picketing of the County Office of Education by the Association or by its officers, agents or members. The County Office of Education will not participate in lock-out activities during the term of this Agreement.
3. The Association recognizes the duty and obligation of its membership to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

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ARTICLE XXII
COMPLETENESS OF AGREEMENT

1. This document comprises the entire agreement between the County Office of Education and Association on matters within the lawful scope negotiations for the 2010-11, 2011-12, and 2012-13 school years.
2. For the 2011-12 and 2012-13 school years, each party may unilaterally reopen up to two (2) articles.
3. During the term of this Agreement, any article may be reopened with the mutual consent of the Association and the County Office of Education.

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ARTICLE XXIII
TERM OF AGREEMENT

1. This Agreement shall be effective as of July 1, 2010, and shall remain in full force and effect until June 30, 2013.
2. During negotiations for a subsequent agreement, this Agreement will remain in full force and effect for the term of this Agreement, and for beyond the stated expiration date until such time as a new or modified Agreement is ratified by both parties.

IN WITNESS WHEREOF, parties hereto have set their hands this **1st day of July, 2010.**

FOR THE ASSOCIATION

FOR THE COUNTY OFFICE OF EDUCATION

Elizabeth Jara

Mick Founts

Benny Dini

James C. Thomas

Gabriel Perez

Gary Dei Rossi

Bob Weagle

James Mousalimas

Jan Hastings

Kathleen Skeels

Karen DePrater