

AGREEMENT

between

**SAN BENITO COUNTY
SUPERINTENDENT OF SCHOOLS**

and

**SAN BENITO COUNTY OFFICE OF EDUCATION
TEACHERS' ASSOCIATION**

JULY 1, 2023 THROUGH JUNE 30, 2026

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ARTICLE I **Agreement**

The articles and provisions contained herein constitute a binding, bilateral agreement, by and between the San Benito County Superintendent of Schools (hereinafter SUPERINTENDENT) and the San Benito County Office of Education Teacher's Association, affiliate of CTA and NEA, (hereinafter ASSOCIATION), all of which agree as follows:

ARTICLE II **Recognition**

The Superintendent recognizes the San Benito County Office of Education Teachers' Association as the exclusive representative of all certificated employees of San Benito County Superintendent of Schools, that is, the "bargaining unit" of such employees, excluding those certificated employees who are designated by the Superintendent as management personnel, temporary or long-term substitutes, day-to-day substitutes, and hourly employees.

ARTICLE III **Association Rights & Organizational Security**

1. The Association shall be allowed the use of County Office of Education facilities for necessary meetings when otherwise not in use. All County Office of Education policies and procedures regulating the use of facilities shall be followed.
2. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. Bulletin boards purchased by the Association may be placed in each school building operated by the County Office of Education. Size and location of bulletin boards shall be as approved by the school's principal or appropriate county administrator.
3. Representatives of the Association shall be permitted to transact Association business on school or county property during reasonable times but not during work hours. Per 3543.1(c), members of the Association's bargaining team shall be provided release time in order to prepare for negotiations at no loss of compensation and benefits.

3.1 Release Time – Grievance Processing

Unit members who are designated as Association representatives will receive time off from duties for processing grievances past the informal level of the grievance procedure. When a unit member requests Association representation in a grievance meeting beyond the informal level or in a disciplinary meeting, a designated Association representative will receive release time subject to the following conditions:

3.1.1 By September 30th each year, and/or within ten (10) working days following the appointment of new representatives, Association will designate in writing to the Superintendent or designee, Association representatives authorized to receive release time under this section.

3.1.2 After notifying the immediate supervisor as much in advance as possible, a designated Association representative will be permitted to leave the unit member's work area during reasonable times to process grievances. If the supervisor determines that an adequate level of service cannot be maintained at the time release time is requested, the supervisor will cooperate with the grievant's immediate supervisor to schedule another time as soon as practicable. Whenever possible, a designated Association representative shall give the immediate supervisor twenty-four (24) hour notice of the need for release time for grievance processing, so the supervisor may determine whether to obtain a substitute.

3.1.3 Release time under this section shall be limited to: (1) representing a grievance in a conference with a management person, beyond the informal level, and including for matters such as gathering information, interviewing witnesses, or preparing a grievance presentation; and (2) representing a unit member in a disciplinary matter.

3.2 Release Time for Negotiations

Up to four (4) negotiating team members shall receive paid release time from their scheduled workday, as needed, to participate in scheduled negotiations meetings with the SBCOE, including time spent caucusing during scheduled negotiations sessions and time spent in scheduled mediation and fact-finding sessions. Administration shall be notified seventy-two (72) hours in advance of the needed release time for negotiations preparation before scheduled negotiations. Release time shall be subject to prior approval. If SBCOE is unable to secure sufficient substitute coverage, bargaining unit members will not be released.

4. Dues Deduction

- a. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The Employer shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments upon formal written request from the Association to the employer, shall be increased or decreased without re-solicitation and authorization from unit members.
- b. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

- c. With respect to all sums deducted by the Employer pursuant to Section 4a and 4b above, the Employer agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- d. The Association and Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.

5. Access to Information

The Employer shall provide to the Association the name, job title, department, work locations, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home addresses of newly hired bargaining unit employees within thirty (30) days of hire or by the first pay period of the month following the hire consistent with Government Code 3558. Additionally, the Employer shall also provide to the Association a roster of all bargaining unit members including name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address by the end of the first pay period of the school year.

6. New Employee Orientation

The Employer shall provide at least ten (10) days' advance notice to the Association of any new employee orientation and welcome session. The Association shall have the opportunity at the orientation and welcome session to make a presentation and meet with new unit members for thirty (30) minutes. The Employer shall provide release time without loss of compensation to one (1) Union representative for this purpose.

ARTICLE IV **County Board and Superintendent Rights**

1. It is understood and agreed that the Superintendent retains all of the powers, rights, authority, duties and responsibilities to direct, manage and control to the full extent of the law.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Superintendent, the adoption of policies, rules, regulations, practices and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms are in conformance with the law.
3. Superintendent retains the right to modify or suspend policies, regulations and practices referred to in the agreement in the event of emergency and for its duration, as determined by the Superintendent. An "emergency" for the purpose of this section, includes such events as a natural or man-made disaster, fire, earthquake, and/or other

serious occurrence which interferes with the normal operation of the County Office of Education.

ARTICLE V
Hours of Employment and Work Year

1. The workday for each employee shall be determined by the Superintendent. Depending upon the school or program, start and end times may vary. Employees shall report to work ten (10) minutes prior to the time classes begin. The total workday for full-time Certificated Teaching staff shall be seven (7) hours excluding a thirty (30) minute, duty-free lunch period. The total workday for Professional Services Certificated employees and members shall be eight (8) hours excluding a thirty (30) minute duty-free lunch.
2. In addition to the above regular hours of employment, employees may be required to attend meetings extending past normal duty hours.
 - a. When an employee is required to stay for a parent meeting past their contractual hours, they shall be paid the hourly rate for the time worked past contractual hours. No meeting shall be scheduled beyond an employee's contractual work hours without prior approval by the SBCOE Site Administrator.
3. Beginning the 2020-21 school year, the work year shall be 185 workdays unless state mandated, or incentives require or permit funding of additional instructional days for county operated programs. The work year for full-time Certificated Teaching staff will consist of 180 instructional days and a total of 185 workdays. The work year for full-time Professional Services Certificated employees will consist of 194 workdays.
4. Of the 185 workdays, one professional development day shall be jointly planned by administration and certificated staff.
5. The school calendar shall be determined yearly by the Superintendent; however, the SBCOETA negotiating team shall be notified when the calendar development process begins and will provide input through meetings or email before a final draft is approved.
6. In the event of an emergency requiring the closing of one or more schools, employees at the closed school(s) shall be obligated at the request of the Superintendent to work however many days necessary at the end of the normal school year to bring the total student attendance days to 180. In the event of the closing of one or more schools before the end of the school year, employees at the closed school(s) shall be reassigned for the remainder of their contract(s).
7. Association members shall perform duties traditional to education as assigned. Those duties may include: staff and faculty meetings, public meetings, parent meetings and conferences, student supervision and curriculum work as agreed upon.

8. Regular staff meetings shall not go beyond forty-five minutes past the regular contracted workday unless an agreement is reached by the administrator and the majority of the staff present to extend the time beyond the forty-five minutes.
9. Notwithstanding item #3, the Superintendent may hire certificated personnel for less than a full-time equivalency and may assign individual certificated Association members on an individual daily basis beyond 180 days based upon individual program needs as a part of the traditional school year. Compensation shall be based upon a per diem basis from the salary schedule.
10. Teachers at Alternative Education sites (San Andreas, Santa Ana, Pinnacles Community, and Pinnacles Juvenile Hall) will be given a daily preparatory time of fifty-five (55) minutes each day excluding early release days. Early release day preparatory time shall be used for Professional Development, the topic of which shall be at the discretion of the administration. In months with four (4) or more early release days, administration shall select one early release day in which teachers shall be given a minimum of ninety (90) minutes of preparatory time.
11. Itinerant teachers shall be provided at least one (1) sixty (60) minute collaboration session with team members each week to be scheduled by administration.
12. Preparatory work shall include updating student grades, developing lesson plans, updating curriculum maps and pacing guides, and other teacher responsibilities.

ARTICLE VI

Compensation, Offer of Employment

1. Not before April 1 of each year, the Superintendent shall issue offers of employment for the following school year. The deadline to return signed offers of employment shall be the third Friday of May each year. If a certificated employee returns their contract prior to May 1, they will receive a \$350 bonus in August of the following school year.
2. Prior to the end of the school year, the Superintendent shall notify each employee of his/her tentative assignment to include the site location for the ensuing school year.
3. Employees covered by this agreement will be paid as provided in Appendix A which reflects the present school year contract.
4. Each full time Association member and their eligible dependents shall be entitled to receive County Office of Education insurance benefits as defined below:
 - A. For 2023-24 IRC 125 base employer contribution of \$17,300 will be increased by \$1,275 for a total of \$18,575 for all medical, dental and vision coverage. All aspects of the benefit options and payments will be established in accordance with IRC guidelines, IRS regulations, and state guidelines. In addition, SISC flex spending accounts are available to employees.

- B. Health benefits for employee and eligible dependents will be paid by the County Office of Education on the basis of the number of months employed and the number of hours worked and date of employment (see chart below).
 - C. California Dental Service benefits for employee and eligible dependents will be paid by the County Office of Education on the basis of the number of months employed and the number of hours worked and date of employment (see chart below).
 - D. A vision service plan will be paid by the County Office of Education for the employee only. Any dependent coverage will be paid by the employee through deductions from the payroll. Percentage of premium paid by the County Office of Education will be based on date of employment (see chart below).
5. All part-time Association members employed at least ½ time shall be eligible to receive a proportionate amount of the above-cited County Office of Education IRS 125 base employer contribution, subject to provisions established by the carriers. The amount shall be the proportion of the time assigned to the Association member as bears to full time.
 6. Employer's and employee's portion of Health and Welfare premiums will be based on the following chart:

<u>FTE (based on 7 hour day)</u>	<u>% OF BENEFITS PAID BY COUNTY</u>
0 - 49%	No Coverage
50 - 74%	50% County - 50% Employee
75 - 100%	County pays full premium

7. A member on unpaid leave of absence may participate in the above-cited County Office of Education insurance benefits at his/her expense, subject to provisions established by the carriers.
8. A member of the Association who is authorized to use his/her personal automobile in the performance of duties shall be reimbursed at the rate established by the Superintendent; a rate no less than the one established by the San Benito County Board of Supervisors.
9. The Superintendent shall notify the Association members of any intent to change insurance carriers. Prior to making any changes in insurance carriers or plans SBCOE will meet and confer with SBCOETA. Any change shall not affect the coverage afforded.
10. The Superintendent shall terminate insurance coverage for terminating employees on the last day of the month in which the employee renders at least ten (10) days of paid service. In the case of a terminating employee who last renders paid service in a given month but fails to notify the Superintendent before the first day of the month following of such termination, and for whom the Superintendent continues to pay medical/dental insurance premiums, such employee shall refund the County Schools Service Fund for such unearned premiums. Members who retire from the County Office of Education

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shall be given the opportunity to continue to participate in insurance coverage subject to the provisions established by the carriers.

11. Employees involuntarily terminated (other than for cause) or reduced in employment status at the end of the school year will receive medical and dental insurance coverage through the months of July and August on the same basis as the preceding school year.
12. In the event the Superintendent proposes to change insurance carrier(s) or benefits, the proposed carrier(s) and specifications for coverage will be submitted to an independent insurance consultant chosen by Superintendent and Association for evaluation as to comparability of benefits and covered services to that of the current carrier(s). Upon completion of the evaluation, the independent consultant will provide a copy of the report to both Superintendent and Bargaining Unit. The Superintendent and Association shall work collectively to reach decisions regarding carrier and benefits with recognition that insurance marketplace conditions and cost will be the cornerstone for deliberations.
13. Health and Welfare coverage will be effective on the first day of the following month after 15 days of continuous service.
14. The costs for professional growth programs, when required by the County Superintendent of Schools, (outside of those courses necessary for a teaching credential), will be paid by the San Benito County Office of Education.
15. Stipends will be paid for extra-curricular activities. Stipends must be authorized by the County Superintendent of Schools. The amount of each stipend will be negotiated with the County Superintendent of Schools. In determining the amount of the stipend, consideration is given to, but not limited to, the following areas: the time put in on the project by the staff member, the number of students involved, and the degree of difficulty in implementing the project. The following are the agreed upon rates.

Extra Compensation will be provided for special assignments/responsibilities.

Stipends for committee work as follows:

- a. Community Advisory (SELPA) \$500 per year

Stipends for Special Assignments as follows:

- a. Lead Teacher \$2,200
- b. WASC Coordinator \$2,000 (1 per site)
- c. Translator \$2,000 (1 per site)

Compensation for Extra Assignment as follows:

- a. Senior Class Advisor \$1,200
- b. Eighth Grade Advisor \$600
- c. BTSA/Induction Coach \$2,000 per Participating Teacher
- d. PBIS Lead \$2,000
- e. Sub Coverage Hourly Rate*

*Hourly Rate refers to the agreed upon rate established for extra projects of \$55 per hour. All additional hours beyond classroom hours are to be pre-approved by the administrator.

16. Santa Ana Opportunity class size will have a limit of 14 students on the attendance sheet, excluding attendance remediation cases.

San Andreas Continuation High School class size will have a limit of 26 on the attendance sheet, excluding attendance remediation cases.

Pinnacles Community School class size will have a limit of 20 on the attendance sheet, excluding attendance remediation cases.

"Attendance remediation case" will be defined as a student who has been placed on an attendance contract based on Ed Code 48260.

For all programs, a two (2) week period will be given for rebalancing or adding additional staff if class size is exceeded. If the two (2) week period is exceeded, then additional compensation will be paid to the teacher for that class period(s). Compensation shall be at the hourly rate of \$55 per hour/per class/per day when class size limits are exceeded.

17. Compensation: For the 2023-2024 school year, the salary schedule shall be increased 7.0% over the daily amounts of the San Benito County Office of Education 2022-2023 Certificated and Professional Services Certificated Teachers' Salary Schedules (Appendix A).

18. A \$500 one-time bonus shall be given to all unit members for the 2021-22 school year.

19. Beginning in 2018-2019, the positions of School Counselor, School Psychologist, School Nurse, Deaf and Hard of Hearing Specialist, Orthopedically Impaired Specialist, Speech & Language Pathologist and Visually Impaired Specialist shall be on separate salary schedules.

20. Beginning in the 2022-23 school year, Certificated employees who remain SBCOE employees for 5, 10, 15, 20, 25, 30, 35 consecutive years and receive satisfactory evaluations for those years shall receive a one-time bonus of \$500.00 in each of the years listed.

21. Beginning in the 2022-23 school year, an additional, permanent steps will be added to the Certificated Salary Schedule for years 25, 26, and 27. Years 23 and 24 will be added to step 22. A 2.5% increase over step 19, 20, 21 will be applied to the current annual rate to establish step 22, 23, 24 and a 2.5% increase over step 22, 23, 24 will be applied to the current annual rate to establish the step for years 25, 26, and 27.

ARTICLE VII

Leaves

Sick Leave

1. Employees employed five (5) days per week shall be entitled to ten (10) workdays leave of absence for illness or injury with full pay for a school year of service. Employees employed less than five (5) days per week shall be entitled to that proportionate amount of sick leave proportionately equal to full-time equivalent employment.
2. Sick leave will be granted in half-day increments. Sick leave of one-half day, 3.5 hours or less is charged as a half day; sick leave of more than one-half day, 3.5 hours to a full day shall be charged as a full day.
 - a. Employees with medical, dental, or vision appointments after student contact hours shall be allowed to use the amount of time for which the employee is away from work rounded up to the nearest 15 minutes.
3. Employees may accumulate sick leave without limitation if unused in any school year.
4. The Superintendent may require written verification from the employee's physician or practitioner of those who follow a recognized faith which depends upon prayer for healing following any absence due to illness or injury as a condition of payment of sick leave. The employee may be requested to provide such verification following any such absence exceeding five (5) workday.
5. Employees shall notify their immediate supervisor or his/her designee in advance of taking or returning from any sick leave.
6. Prior to returning to work from sick leave from surgery or a serious illness, upon request of the Superintendent, an employee must provide a doctor's release certifying medical permission to return to work. In the event of illness or injury, the employee shall utilize sick leave in the following order:
 - a. Use balance of current year's sick leave.
 - b. Use other accumulated sick leave.
 - c. Use the balance of time, not to exceed a total of five (5) school months, during which the employee receives the difference between the employee's per diem pay and that of any substitute employee who is actually employed to fill the employee's position during the period of illness or injury. The five-month period of time shall begin to run on the eleventh (11th) day of absence due to illness or injury.

Parental Leave

8. An Association member who must be absent from work due to a disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from, as verified by a statement from her physician, may utilize accumulated sick leave, or be paid a differential salary as provided in the sick leave provision of this agreement.

9. The Superintendent may grant, upon request, an unpaid leave of absence to a pregnant Association member prior to the beginning of the disability period of her pregnancy.
10. A leave of absence may be granted to an Association member without pay for the purpose of raising his/her natural or adopted child. Such leave shall normally be for no more than twelve (12) months duration. The Superintendent and the member may agree to extend the period of the leave beyond twelve (12) months in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester. An extension of the leave for up to an additional twelve (12) months may be granted upon request, with approval of the Superintendent.
11. Pursuant to ARTICLE VII, paragraph 16, an Association member shall have the right to utilize his/her accumulated personal necessity leave to allow for absences necessitated by pregnancy, childbirth, adoption, or child-rearing of his/her child.

Bereavement Leave

12. An Association member shall be entitled to a maximum of five (5) days leave of absence without loss of salary for the death of any member of his/her immediate family. In addition, the member will be allowed to extend this bereavement period by utilizing his/her accumulated personal necessity leave pursuant to ARTICLE VII, paragraph 16.
13. A member of the "immediate family" is defined as the spouse of the Association member, the son, daughter, mother, mother-in-law, father, father-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild, son-in-law, daughter-in-law, brother or sister, brother or sister of the member's spouse, foster parent or foster child, or any relative living in the immediate household of the member. On a case by case basis, the Superintendent or designee may approve a unit member's request for bereavement leave for an individual not listed above.

Jury Duty and Court Appearance

14. An employee is entitled to a leave to appear for jury duty or to serve as a witness under subpoena other than as a litigant and not brought through the connivance or misconduct of the employee.
15. An employee is also entitled to a leave when required to appear in court in a matter directly related to his or her employment and not brought through the connivance or misconduct of the employee.
16. An employee shall receive his or her regular pay less any amount received for jury or witness fees, exclusive of allowed travel expense. Such leave may not be utilized in matters related to employer/employee disputes when the employee is the litigant.

Personal Necessity Leave

17. Employees may use a maximum of seven (7) days of accumulated sick leave in any school year for personal necessity leave. The employee must follow the Superintendent procedures for absence request and reporting.
18. Personal necessity leave shall be limited to serious circumstances that the employee cannot reasonably be expected to disregard and that necessitate his/her immediate attention during hours of service. Personal necessity leave shall not be allowed for work stoppage. Personal necessity leave may apply to court appearance as a litigant when not brought through the connivance or misconduct of the employee. Serious circumstances means activities that are significant to maintain the well being of the employee's personal, family and property interests.
19. Advance approval is not required for personal necessity leave taken for the following reasons, but the employee must notify his/her supervisor or designee of his/her absence in advance:
 - a. Death or serious illness of a member of the employee's immediate family as defined in bereavement leave provision of this agreement.
 - b. Accident involving the employee's person or property, or the person or property of a member of his/her immediate family as defined in the bereavement leave provision of this agreement.
20. A unit member may use four (4) of the seven (7) days allowable for personal necessity leave for personal reasons with no explanation to SBCOE. Unit members must give at least forty-eight (48) hours advance notice to SBCOE in order to qualify for this leave. Leave must be approved by the employee's supervisor and cannot be used to extend holidays or breaks. Exceptions may be made for extenuating circumstances.

Industrial Accident and Illness Leave

21. Employees shall be eligible for leave of absence because of industrial accident or illness which the State of California Worker's Compensation carrier deems a valid claim. Allowable leaves shall be for not more than sixty (60) service days in any fiscal year for the same accident and shall commence on the first day of absence.
22. Leaves of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
23. Employees shall be paid such portion of the salary due them for any month in which absence occurs, as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
24. Leave of absence applied for under this provision shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award to the employee.

25. Upon termination of industrial accident leave, the employee shall be entitled to accumulated sick leave benefits under the sick leave provision of this agreement. His/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave provided that this employee continues to receive temporary disability indemnity, he/she may elect to take as much as his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary. During any paid leave of absence, the employee shall endorse to the Superintendent the temporary disability indemnity checks received on account of his/her industrial accident or illness. The Superintendent in turn, shall issue the appropriate salary drafts for payments of salary and shall deduct normal retirement and other authorized contributions. Unless travel outside of California is authorized by the Board, employees receiving benefits under the policy during periods of illness or injury shall remain in California.
26. The Superintendent may require a written statement from a physician verifying an employee's absence under this leave and his/her ability to return to work.
27. Pursuant to the Optimum Utilization of Resources Plan, employees returning to work will be compensated based upon their individual contracts.

Sabbatical Leave

28. A Sabbatical Leave with differential pay for one school year or any portion thereof may be granted to an employee by the Superintendent, with approval of the board, for study, travel or for other reasons of value to the County Office of Education operations.
29. In case of travel, a written report shall be required to be submitted at the end of the sabbatical period. Upon completion of leave and within sixty days following the return to duty, the employee is to submit one of the following to the Superintendent:
- Transcripts of records, if in-residence study was done
 - Written report of study on a special problem
 - Written report on travels and evaluation of study
 - The employee is to, when requested to do so by the Superintendent, make further reports (written or oral) for the benefit of the pupils, the County Office of Education or the community.
30. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Superintendent and the sabbatical leave screening committee no later than February 15th. Action must be taken on all such requests no later than April 15th of the school year preceding the school year for which the sabbatical leave is requested.
31. An employee may not be granted more than one such leave of absence in each seven year period.
32. Absence from service of the County Office of Education for a period of not more than one year under a leave of absence, without pay, granted by the Superintendent for service under a nationally recognized Fellowship or Foundation approved by the State

Board of Education for research, teaching or lecturing shall not be deemed a break in the continuity of service required by this section and shall be included in computing the seven consecutive years required by this section.

33. At the expiration of the sabbatical leave of absence of the employee, he/she shall, unless otherwise agreed to, be reinstated in a position equivalent in duties and salary to that held by him/her at the time of granting of this leave of absence.
34. The Board/Superintendent shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee which occurs while the employee is on sabbatical leave.
35. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level at which he/she would have achieved had he/she remained actively employed by the County during the period of his/her absence.
36. Sabbatical leave must be preceded by at least seven years of consecutive certificated service, all of which have been served as a full-time regular employee of the County. Service of at least 75% of the certificated service days in each year counts as a full school year. Any year in which the applicant has served some days, but failed to serve 75% of the certificated service days shall not be deemed a break in the continuity of service, but shall not be included as service in computing the seven consecutive year period. Sabbatical leaves beginning within four years of the applicant's retirement date shall not be approved.
37. There shall be a 5% limitation to the number of employees absent on sabbatical leave at any one time. The Superintendent, with approval of the board, shall have final determination of the total number and kind of sabbatical leaves to be granted.
38. Sabbatical leave will be granted for no more than one year. Sabbatical leaves shall coincide with the school year or the semester, unless otherwise approved by the Superintendent. Sabbatical leaves may be granted for less than one year periods during each of two years (not to exceed the equivalent of one full year), subject to the approval of the Superintendent.
39. Compensation while on sabbatical leave shall be in accordance with the provisions of the salary schedule in effect during the period of the leave, and shall be considered time in service for retirement program purposes.
40. Applicants who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the County for any salary paid the employee during the period of sabbatical leave in the event the employee fails to return to render service twice the length of the sabbatical leave to the County following the termination of the sabbatical leave; or in the event the employee fails to satisfactorily carry out the program of study of the itinerary of the trip approved.
41. Applicants who do not desire to furnish a bond and receive salary while on sabbatical leave shall be paid in accordance with the following schedule in two installments.

At the end of the first period of service equal to the sabbatical leave, after the employee's return to duty, the payroll department shall release the first installment upon receipt of approval by the Superintendent including authorization for payment and a statement to the effect that the employee has completed such service and has fulfilled all other requirements.

At the end of the second period of service equal to the sabbatical leave, a similar procedure shall be followed authorizing payment of the second installment.

42. In no case will the amount received from sabbatical leave pay and remuneration from other grants, stipends, or wages exceed the regular salary of the employee. In this case, the sabbatical leave pay shall be reduced to cause the total to equal the salary the employee would have received had he/she not taken the leave. Upon return from sabbatical leave, the employee shall file a statement of income from these sources and appropriate adjustments will be made. Any excess amount paid the employee will be deducted from the next regular salary payment to employee.
43. In case of injury to or illness of the employee during sabbatical leave which prevents his/her completion of the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. The Superintendent must be notified within 10 days from the first day of injury or illness. If death prevents completion of leave, return to service, or completion of the above required amount of service, no repayment of salary will be required of his/her estate.
44. The applicant must submit a statement of his/her proposed program during the leave, which must meet the intended purposes of a sabbatical leave. The program may consist of formal study at a college or university, a study on a special project or research problem, travel and ensuing work, or travel and study combined. The employee may accept a grant-in-aid or fellowship designed to assist in the accomplishment of the purpose of the leave. The employee must pursue a program of six or more units each semester during the leave in an accredited institution of higher learning. The work must relate to the present or prospective service of the employee with the Superintendent or must qualify him/her for a higher credential or degree. Study on a special project or research problem may be substituted for unit requirements of in-residence study if this study is related to the present or prospective service of the employee with the Superintendent and is recommended by the screening committee immediate supervisor, and the Superintendent. The program must be equivalent to the effort and content required for formal in-residence study at an accredited university or college.
45. All applications for sabbatical leave must be accompanied by a written plan detailing the methods by which the program requirements will be met, approval of the screening committee, approval of the immediate supervisor, approval of the Superintendent and County Board of Education.
46. The screening committee shall be comprised as follows: one representative from each of the County programs plus one unit representative at-large. These members shall be selected from the unit members by an election of all Association members. Each member shall serve for a term of three years with terms staggered such that there will never be more than one-third of the total elected each year. The committee shall review

and evaluate all applications for sabbatical leaves and make recommendations to the Superintendent, assigning a priority ranking of all requested leaves considering overall value to the County Office of Education. No applicant for sabbatical leave shall sit on his/her own application committee.

47. For persons on sabbatical leave with differential pay, if they wish to continue health benefits, the County will maintain payment of premiums for those benefits in an amount equal to the pro-rated portion of the differential pay. Differential pay is defined as the difference in salaries of the employee on leave and his/her replacement. If no replacement is hired, the employee shall receive \$4,000.00.

Military Leave

48. Association members are entitled to appropriate military leave of absence as provided by applicable law.

Personal (Unpaid) Leave

49. Association members may request personal unpaid leave. Such leave may be approved at the discretion of the Superintendent.
50. The County and the Association recognize that reasonable accommodation of qualified employees and applicants with disabilities is, when necessary, mandated by the Americans with Disabilities Act (ADA). When reasonable accommodation under ADA potentially conflicts with provision of this Agreement, the County agrees to consult with the Association and consider its input prior to implementing the accommodation.

ARTICLE VIII **Evaluation Procedures**

1. Each Association member will be evaluated annually. The evaluator(s) for each member will be appointed by the Superintendent.
2. The evaluation will consist of an initial orientation and planning conference between the Association member and his/her evaluator, planned and unplanned observations of the member by evaluator, and interviews of secondary evaluators by the evaluator. By May 1, all evaluation material will be reduced to a formal summary evaluation conference and written report which will include specific commendations and/or recommendations. The final evaluation summary will be placed in the member's permanent personnel file.
3. An Association member shall be provided a copy of any negative or derogatory material before it is placed in his/her personnel file. Any person who causes derogatory material to be placed in a unit member's file shall be required to sign and date the material. A member will have, during normal office hours (8:00 a.m. - 5:00 p.m.) when not assigned to student instruction or student contact, the right to review his/her file and to attach a written response to any document prepared as a part of the evaluation.
4. If an Association member is evaluated as unsatisfactory, he/she will be given the opportunity to discuss this determination with the evaluator and to demonstrate

performance improvement before the final summary evaluation. Members will be entitled to association representation at any meeting or conference with the Superintendent to discuss the evaluation.

5. If a bargaining unit member has been employed as a fully-credentialed certificated staff member for a minimum of four (4) years, has received four (4) consecutive satisfactory summary evaluations in the four (4) most recent years, a bargaining unit member may be evaluated every two (2) years. A bargaining unit member who receives an unsatisfactory evaluation will be placed on the yearly evaluation cycle. Either the bargaining unit member or the evaluator may withdraw consent at any time. No later than September 1, the unit member will be notified in writing in the event that they are returned to a yearly evaluation cycle. The unit member may request a meeting with their evaluator to discuss as they deem necessary.

ARTICLE IX

Transfer Procedures

1. In accordance with Education Code 1294.5, the Superintendent may transfer Association members within the County Office of Education. In making such transfers, the Superintendent will consider the request of the members, pursuant to the following procedure:

Voluntary Transfer/Reassignment

2. A transfer is the movement of an Association member from one work location or group of work locations to another work location or group of work locations while remaining within the same program.
3. A reassignment is the movement of an Association member from one program to another program.
4. An Association member may submit a request for transfer/reassignment to the County Office of Education at any time, whether or not a vacancy exists. A member may also submit a request for a transfer/reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure of the Education Code.
5. All transfers/reassignments shall be based upon qualifications of applicant as determined by the Superintendent and the needs of the program. Consideration will be given to seniority.
6. A transfer/reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.
7. If an Association member's request for a voluntary transfer/reassignment is denied, the member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for denial. The member may request and shall receive written reasons for the denial following said meeting.

8. If the Association member requests that his/her application for transfer/reassignment be kept confidential, the matter will be treated as confidential as is practicable.
9. Association members returning from leave shall be afforded all rights provided under this section.

Involuntary Transfer/Reassignment

10. Involuntary transfers/reassignments shall only be made for the following reasons: A decrease in the number of students which requires a decrease in the number of Association members pursuant to Article II, class size, elimination of program(s) and/or funding, school closings, and program needs as determined by the Superintendent. Seniority will be given consideration.
11. If a decrease in the number of students or in the elimination of program(s) and/or funding occurs, the Superintendent shall seek volunteers prior to making any involuntary transfer/reassignment. The transferred/reassigned member must currently hold the proper credential for the position(s) to which he/she is being transferred.
12. If a particular program is to be closed, then Association members at that program shall be accorded first priority for filling any new or vacant San Benito County Office of Education positions at the school or schools at which the students at the closing school are being placed for the coming school year.
13. The Association member from the closed school or program shall also be accorded first priority for filling all vacancies that arise for which they have an appropriate credential. The determination of which members shall fill vacancies when two or more of these members apply for the same vacancy shall be determined on the basis of the needs of the program as determined by the Superintendent. Seniority will be given consideration.
14. Association members returning from leave shall be afforded all rights under this section.
15. Association members who are transferred or reassigned during the school year may be allowed up to five (5) days of release time for preparation prior to the effective date of the transfer or reassignment. The County Office of Education shall provide assistance in the moving of the member's material whenever a member is transferred or reassigned.

ARTICLE X **Safety Conditions of Employment**

All Association members shall report to their immediate supervisor in writing within ten (10) days all conditions which endanger their safety or the safety of any of the students for which they are responsible, and the supervisor will provide in writing within five (5) days a remedy and/or status update.

ARTICLE XI
Transportation

1. Association members will receive reimbursement equal to the current IRS current standard mileage rate found at www.irs.gov for use of personal vehicle to travel from base site to work site upon submission of monthly claim.
2. County Office of Education vehicles will have an annual diagnostic inspection before the beginning of the instructional year and ongoing preventative maintenance to include direction to certified mechanic to perform safety check of all major systems and follow-up repair. Copies of County Office of Education vehicle reports will be made available to staff or association representatives upon written request. The useful life of the vehicle will be determined by the County Superintendent of Schools in conjunction with a certified mechanic report.
3. In addition, staff must report any unsafe conditions of which they are aware in accordance with Article XI of the negotiated agreement.
4. In the event that an employee is unable to travel from his or her County Office of Education base site to his or her field worksites, the Superintendent will attempt to assign a County Office of Education provided vehicle until the employee's personal vehicle is operational. The County Office of Education will provide portable communication devices for employees required to travel to Aromas School, Cienega Union, Panoche, Jefferson, and Bitterwater-Tully Union school districts.
5. In addition, the County Office of Education will provide an annual stipend to itinerant staff, when a County Office of Education vehicle is not available, to defray expenses of operating personal vehicles such as insurance and auto club fees in accordance with the following formula:

500 miles to 1,000 miles	\$300
1,001 miles to 3,000 miles per year:	\$550
3,001 miles to 6,000 miles per year:	\$800
6,001 miles or more per year:	\$1,000

Stipend will be paid upon submission of a reimbursement claim with verified documentation at the end of the instructional school year.

ARTICLE XII
Procedures for Processing Grievances

1. A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this agreement. Actions to challenge or change the provisions of this agreement or the policies of the Superintendent Office of Education as set forth in Board or Superintendent policies or administrative rules, regulations, and procedures must be undertaken through separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the board, or by the administrative regulations and procedures of the County Office of Education are not within the scope of this procedure.

2. A "grievant" is a County Office of Education certificated employee in the Association covered by this agreement who is filing a grievance.
3. A "day" is any day in which the schools of the County Office of Education are in session, with the exception of summer school.
4. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.
5. A "conferee" is a person who is not a party to a grievance who is asked by either party to serve as that party's advisor.
6. Issues arising out of the exercise by the Superintendent of his/her responsibilities under Article IV of this agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure.

Informal Resolution

7. Any employee who believes he/she has a grievance shall present the grievance verbally to his/her immediate administrator within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate administrator.

Formal Resolution

8. Grievances will be processed in accordance with the following steps:
 - a. Level 1: If the grievance is not settled during the informal discussion and the employee wishes to press the matter, the employee shall present the grievance in writing to the immediate administrator within five (5) days after the verbal decision by the administrator. The administrator shall respond in writing within five (5) days after the receipt of the grievance. The written information shall include: (a) a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; (b) a listing of the provisions of this agreement which are alleged to have been violated or misapplied; (c) a listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable; and (d) a listing of specific resolutions which will remedy the grievance.
 - b. Level 2: If the grievance is not resolved at Level 1, the grievant shall, within five (5) working days after receipt of the written decision, present the grievance in writing to the Superintendent.
 - c. Within seven (7) working days from the receipt of the grievance, the Superintendent shall, if so requested, meet with the grievant in an effort to resolve the grievance. The Superintendent shall make a written disposition of

the grievance within seven (7) working days after such meeting and return it to the grievant. The Superintendent's decision shall be final and binding on all parties.

General Provisions

9. Any party to a grievance may, at the formal or informal level, have one other person serve as a conferee and to be present during the proceedings.
10. No party shall take any reprisals against any other party because of participation in the grievance procedure.
11. During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made public without the written agreement of all parties.
12. Time limits given in these procedures may be modified by written agreement of the parties involved.
13. If the same complaint or substantially the same complaint is made by more than one employee against one party, up to three (3) bargaining unit members on behalf of themselves and the other complainants, may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.
14. Processing of grievances at the informal and Level I, or the formal level, shall occur within the timeline stated and will not negatively impact the teaching process.
15. An employee grievance shall in no way interfere with the right of the Superintendent to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
16. The Association may be a grievant under this Article in the event of an alleged violation of the specific provisions of Article III (Association Rights) of this Agreement.

ARTICLE XIII **Discipline Short of Dismissal**

In the event that a unit member is found to be egregious or in persistent violation of County Office of Education policy, administrative regulation or state laws applying to education and conduct, the unit member may be suspended with or without pay by the Superintendent for a specific period of time as determined by the Superintendent.

ARTICLE XIV
Savings Clause

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XV
Merger Clause

This agreement constitutes the entire agreement between the parties and concludes negotiations on any subject whether included in the agreement or not for the term of this agreement.

ARTICLE XVI
Term

This Agreement is made and entered into between the San Benito County Superintendent of Schools and the San Benito County Office of Education Teachers' Association. The term of this agreement shall be from July 1, 2023 through June 30, 2026.

Either party may reopen negotiations by notifying the other party in writing no later than March 15 annually. In the second and third year of the contract, either party may reopen Article VI (Compensation, Offer of Employment) and up to two (2) additional articles of this Agreement.

Signatures

This document represents the current contract agreement between the San Benito County Superintendent of Schools and the San Benito County Office of Education Teachers' Association.

March 25, 2024

SBCOE



Jennifer Logue,
Deputy Superintendent



Shannon Hansen,
Asst. Superintendent, Business Services



Antonio Vela, Director, Human Resources

SBCOETA



Colleen Forbush, SBCOETA President



Elizabeth Eastman, Team Member



Jacquelynn Fitzpatrick, Team Member



Bill Sachau, Director, Special Services



Charles Oles, Team Member



Kaleena Scargill, Team Member



Christal Hall Kelly,
Regional Uniserv Staff – Salinas RRC

SAN BENITO COUNTY
OFFICE OF EDUCATION
2023-24 PROFESSIONAL SERVICES CERTIFICATED SALARY SCHEDULE
July 1, 2023 - 194 Days

STEP	I BA + 30	II BA + 45	III BA + 60 MA + 15	IV BA + 75 MA + 30
1	68,676	72,750	77,018	80,898
2	72,168	76,048	80,122	83,808
3	75,272	79,734	83,226	86,718
4	79,346	82,838	86,330	90,792
5	82,062	85,748	90,016	93,896
6	85,166	89,434	93,508	97,194
7	88,852	92,732	96,224	100,686
8		95,642	99,522	103,596
9			102,820	107,088
10			106,700	110,192
11			109,610	113,296
12			112,714	116,982
13, 14, 15			116,400	119,892
16, 17, 18			119,310	123,384
19, 20, 21			122,608	126,682
22, 23, 24			125,712	129,786
25, 26, 27			128,816	133,084

This salary schedule is specific to the following professional service positions: School Counselor, School Psychologist, Deaf and Hard of Hearing Specialist, Orthopedically Impaired Specialist, Speech and Language Pathologist, School Nurse, and Visually Impaired Specialist.

This salary schedule is based on eight (8) hours per day/194 work days.

Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Bachelor's Degree. An annual compensation of one thousand two hundred dollars (\$1,200) for attainment of the first Master's Degree, effective 7/1/05. Payment will be authorized upon presentation of appropriate documentation or receipt of Master's Degree to payroll/personnel.

An annual compensation of two thousand four hundred dollars (\$2,400) for attainment of the first Ph.D. Degree, effective 7/1/15.

Payment will be authorized upon presentation of appropriate documentation or receipt of Ph.D. Degree to payroll/personnel.

Special assignments will be paid at the special projects rate of \$55.00 per hour effective 7/1/23.

Any certificated employee who has not fully met the minimum requirements of Column I, i.e., a Bachelor's Degree plus thirty (30) graduate semester units will be placed on Column I, but retained at no higher than Step 5 until all requirements of Column I are met. Thereafter movement will be a one step per year.

This schedule is subject to review annually.

Adopted: March 25, 2024 (7.0%)

Effective: July 1, 2023


Signed: Krystal Lomanto
County Superintendent of Schools

SAN BENITO COUNTY
OFFICE OF EDUCATION
2023-24 CERTIFICATED SALARY SCHEDULE
July 1, 2023 - 185 Days

STEP	I BA + 30	II BA + 45	III BA + 60 MA + 15	IV BA + 75 MA + 30
1	57,535	60,495	64,195	67,525
2	60,125	63,270	66,785	70,115
3	62,900	66,230	69,745	72,890
4	65,860	69,005	71,965	75,850
5	68,450	71,595	75,295	78,440
6	71,040	74,185	78,070	81,030
7	73,815	77,145	80,290	84,175
8		79,920	82,695	86,580
9			86,025	89,355
10			88,800	91,760
11			91,390	94,535
12			93,980	97,310
13, 14, 15			96,755	100,085
16, 17, 18			99,715	102,860
19, 20, 21			102,490	105,635
22, 23, 24			105,080	108,225
25, 26, 27			107,670	111,000

This salary schedule is based on 185 working days. Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Bachelor's Degree.

An annual compensation of one thousand two hundred dollars (\$1,200) for attainment of the first Master's Degree, effective 7/1/05. Payment will be authorized upon presentation of appropriate documentation or receipt of Master's Degree to payroll/personnel.

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Signed: Krystal Lomanto
County Superintendent of Schools