

ARTICLES OF AGREEMENT (CONTRACT)

Stanislaus County Superintendent of Schools and the
Stanislaus Association of Certificated Personnel
California Teachers Association

JULY 1, 2025 - JUNE 30, 2028

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ARTICLE 1

AGREEMENT AND TERM OF AGREEMENT

- 1.1 This Agreement, between the Stanislaus County Superintendent of schools (SCSS/SCOE), whose address is 1100 H street, Modesto, CA 95354 and the Stanislaus Association of Certificated Personnel (SACP/CTA/NEA), (Association) whose address is 3900 Mitchell Road, Ceres, California 95307, constitutes a bilateral and binding Agreement between the parties. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code.
- 1.2 This Agreement shall be in full force and effect from July 1, 2025, through June 30, 2028. For the 2026-2027 and 2027-2028 years, each party may reopen Article 22, Unit Members Benefits, Article 25, Salary Schedule and two additional Articles for reopener negotiations.
- 1.3 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. These terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment. Nothing in this Agreement precludes the Association and SCOE from meeting to solve problems and to discuss issues or from consulting on items not included in this Agreement. This Agreement shall supersede any rules, regulations, or practices of the Parties which are or may be contrary to or inconsistent with its terms.

ARTICLE 2

RECOGNITION

- 2.1 SCOE recognizes SACP as the exclusive representative of all bargaining Unit Members as set forth in Appendix A of this Agreement. All Certificated Employees excluded from the bargaining unit are set forth in Appendix B.
- 2.2 As used in this Agreement, the term "Unit Member" shall refer to members of the bargaining unit only.
- 2.3 Unit Members in all categories in Appendix A except Certificated Naturalists are considered "classroom teachers" for the purpose of eligibility for permanent classification.
- 2.4 Certificated Naturalists are considered yearly contract Unit Members.

ARTICLE 3

NEGOTIATIONS

- 3.1 All initial proposals to this Agreement shall be submitted to the respective party no later than March 15th. The Parties shall make their best efforts to commence negotiations within 30 calendar days after the initial proposal is presented to the public.
- 3.2 Compliance with the provisions of Government Code Section 3547 shall occur so that negotiations may be in conformance with the law.
- 3.3 Any agreement concluded under this procedure shall be reduced to writing, signed by the representatives of SCOE and SACP, and is contingent upon ratification by SCOE and SACP.
- 3.4 Each party may be represented by up to five (5) persons at any negotiating session. In addition, one person acting as a negotiator, consultant, or in any other capacity may be present.
- 3.5 SCOE shall provide a maximum of ten (10) days paid release time to be used by the SACP bargaining team. A day is defined as a meeting day when the SACP bargaining team meets to prepare for contract negotiations.
- 3.6 Each bargaining session shall be concluded with mutual agreement upon the agenda, date, time, and place of next bargaining session unless agreement on such matters has been made at an earlier bargaining session. During a bargaining session other items may be added to that meeting's agenda by mutual agreement.
- 3.7 SCOE shall provide the Association, upon request, such information as is in his/her possession and is relevant to topics under negotiations.

ARTICLE 4

ORGANIZATIONAL RIGHTS

- 4.1 The Association shall have the right to use the meeting rooms of SCOE, as defined below.
 - 4.1.1 The Association shall request use of SCOE's meeting rooms in the same manner and with the same responsibilities as required of other groups who request such rooms.
- 4.2 The Association shall reimburse SCOE at actual cost for SCOE materials or supplies used by the Association, with such use having been approved in writing by the Superintendent or his/her designee prior to such use.
- 4.3 There shall be available at each building site where five (5) or more Unit Members are permanently assigned, bulletin board space for the exclusive use of the Association. Announcements of open certificated positions shall be sent to all certificated staff by email.
- 4.4 Association communications not approved as the business of SCOE shall be distributed through the U.S. mail, route mail, or personal email. Upon request by the SACP, SCOE will provide on its website a link to the SACP's website. The SCOE website is not a public forum. SCOE disclaims any responsibility or liability for the content of messages posted on the SACP's website.
- 4.5 Representatives of the Association shall have the right to transact Association business with Unit Members outside of student engagement time. Unit members shall have the right to transact Association business outside of student engagement time. If necessary, confidential information will be shared at the beginning or end of the staff meeting with only Unit Members in attendance.

- 4.6 SCOE shall supply a current seniority list to SACP including names, site mailing route numbers, divisions, and position titles of all Unit Members no later than October 15th. All new Unit Members will be reported to the SACP no later than ten (10) working days after submitting his/her CTA/NEA Membership Enrollment Form to SCOE. All Unit Members shall have the right to refuse the release of any other information concerning them to the Association or its designee.
- 4.7 SACP and SCSS, through the Director, Human Resources and/or Core-level Administrators, shall meet periodically to review the administration of this Agreement and to consult on issues of interest to either party. Additional consulting meetings shall be held upon request of either party. Such a consulting meeting shall be scheduled by mutual agreement of the parties, but in no case shall the meeting be delayed more than fourteen (14) calendar days if either party wishes an early meeting.
- 4.8 A representative of the Association shall be released to attend all Stanislaus County Board of Education meetings and Superintendents' Council meetings.
- 4.9 The SACP President shall be granted release time for twelve (12) days each year to conduct Association business.
- 4.9.1 In addition, SACP representatives shall be granted release time to conduct Association business. The release time bank shall not exceed eight (8) days per new school year, and the SACP President must pre-approve such leave and provide written notification to the Assistant Superintendent, Human Resources, as soon as practicable. Release time shall only be used in full or half-day increments. The SACP President shall provide a list of Unit Members to the Assistant Superintendent, Human Resources, who are eligible for release time by September 15th.
- 4.10 Within thirty (30) days of ratification of the Agreement by both parties herein, SCOE shall update the Agreement on SCOE's website and have hard copies available to each Unit Member upon request. New Unit

Members shall be notified by SCOE that the Agreement is on SCOE's website and notified that they may request a copy of the Agreement.

- 4.11 Any Unit Member representing the Association as an elected CTA official at the state level shall be granted up to four (4) days of paid release time to attend state level meetings. The Unit Member shall reimburse SCOE the actual cost of a substitute.
- 4.12 New Bargaining Unit Member Orientation: The SACP President and Membership Chairperson shall be notified by SCOE of all annually scheduled New Employee Orientation Meetings by July 1st for the following school year by email. Three (3) days prior to each New Employee Orientation Meeting, SCOE will provide the SACP President and Membership Chairperson a list, subject to change, of the new hires attending the meeting. At each New Employee Orientation Meeting the Association Representatives will have thirty (30) minutes to meet with new hires. The Association President, Membership Chairperson or Representatives will provide SCOE a copy of any payroll deduction forms received from new employees within ten (10) days of receipt.

ARTICLE 5

PROFESSIONAL DUES

- 5.1 Upon certification of the Association pursuant to Education Code 45060, the employer shall deduct from the pay of the Unit Member and remit to the California Teachers' Association on a monthly basis, an amount equal to one-twelfth (1/12) of the annual SACP/CTA/NEA dues as certified by the Association on an annual basis.
- 5.2 The Association shall indemnify and hold the employer harmless for any claims made by an employee arising from this Article. The Association shall have the right to select legal counsel as its sole option and expense, to control litigation strategies and decisions, and to determine whether action or proceeding referred to shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 6

BEHAVIORAL INTERVENTION

- 6.1 Behavioral Intervention (BI) is a technique used to physically contain behavior(s) which: (a) pose a clear and present danger of serious physical harm to the individual or others and (b) cannot be immediately prevented by a response less restrictive than the temporary application of a BI. BI can include: Behavioral Emergency Intervention (BEI) as well as the implementation/execution of interventions outlined in a Behavioral Interventions Plan (BIP).
- 6.1.1 Parents shall be informed upon enrollment of the teacher's classroom management plan with an explanation of BI.
- 6.2 SCOE has a legal responsibility to provide appropriate training to certificated staff that deal or may deal with potentially assaultive students in the implementation of BEI/BIP.
- 6.3 Unit Members in the following program shall be required to become certified and maintain certification in one of SCOE approved behavioral intervention programs (e.g., Pro-Act): Educational Options (Teachers at PACE, Teel and satellite sites), Autism, Counseling Enriched, JFK, and Life Skills. Those Unit Members unable to physically perform containments can gain certification by simulating the coordination of the different types of holds included in the training.
- 6.4 Unit Members in the designated assignments are expected, given appropriate training, to coordinate and/or execute BI, during the instructional day.

- 6.4.1 Implementation of BI shall be under the Unit Members' direction and the Unit Members discretion. Should the Unit Member deem that utilization of BI is inordinately unsafe, he/she shall implement/initiate normal site emergency procedures.
 - 6.4.2 Unit Members may be evaluated on the utilization of BI.
- 6.5 Unit Members assigned to other programs may voluntarily participate in SCOE approved BI training.
- 6.6 Unit Members shall be provided with access to SCOE approved BI training as needed for certification. All SCOE approved BI disciplines shall be selected from the SELPA approved list.
 - 6.6.1 Unit Members shall be provided release time for BI training. If the training is provided outside the instructional day, the Unit Member shall be reimbursed at a per diem rate (i.e., per diem payment applies only to Unit Members required to have BI training based upon assignment).
- 6.7 SCOE shall defend and hold harmless Unit Members for any claims, lawsuits, or other civil actions arising out of the use of BI techniques in the performance of their duties as provided by the California Government Tort Claims Act.
- 6.8 Nothing in this language requires that every instance of student aggression be responded to with a Behavioral Emergency Intervention as defined in this Article. Other appropriate responses will be identified at each site as a result of discussion between the site supervisor and certificated staff.
- 6.9 Unit Members, at some point during their employment with SCOE, may become physically unable to execute BI. In such cases, the site administrator will ensure that accommodations are made so that all necessary BI's are executed by other classroom/on-site staff. The Unit Member shall continue to be responsible for coordinating BI in his/her program.

ARTICLE 7

GRIEVANCE

- 7.1 Nothing contained in this Article shall be constructed to prevent a Unit Member from seeking settlement of a grievance on an informal basis.
- 7.2 TQM or Interest Based Facilitation processes shall be used during all informal and formal grievance meetings/procedures.
- 7.3 Definition:
 - 7.3.1 A “grievance” is a claim by a Unit Member(s) or the Association that there has been a violation, misinterpretation or misapplication of a provision of this agreement.
 - 7.3.2 A “grievant” is the Unit Member(s) or the Association making the claim.
 - 7.3.3 A “day” is any day the Stanislaus County Office of Education (SCOE) is open for business.
 - 7.3.4 A settlement is the mutually agreed upon resolution of a grievance. A settlement may or may not be precedent setting.
- 7.4 Level One:
 - 7.4.1 Within fifteen (15) days after the alleged violation of the provision of this Agreement, the grievant must present the grievance in writing to his/her immediate supervisor with a copy to the Stanislaus County Superintendent of schools (SCSS)/designee on a grievance form to be supplied by SCOE. (See Appendix C)
 - 7.4.2 The grievance must specify:
 - 7.4.2.1 The circumstance(s) giving rise to the alleged grievance.
 - 7.4.2.2 The specific section(s) of this Agreement that is alleged to have been violated.
 - 7.4.2.3 The remedy/remedies sought.

7.4.3 Upon receipt of, and within ten (10) days after the grievance is filed, the immediate supervisor or appropriate designee shall hold a conference with the Unit Member filing the grievance in an effort to resolve the grievance. The immediate supervisor may make further inquiry into the alleged grievance. Within fifteen (15) days of the conference, the supervisor shall communicate his/her decision in writing to the grievant and SCSS.

7.5 Level Two:

7.5.1 If the grievant is not satisfied with the decision at Level One, within fifteen (15) days of the receipt of the decision, the grievant may file an appeal with the SCSS or designee. The SCSS's designee cannot be the supervisor who handled the grievance at Level One.

7.5.2 The SCSS or designee shall meet with the grievant within eight (8) days after receipt of the appeal in an effort to resolve the grievance. Within fifteen (15) days of this meeting, the SCSS or designee shall render a decision in writing to the grievant.

7.6 Level Three:

7.6.1 If the grievant is not satisfied with the decision at Level Two, the grievant may, within fifteen (15) days of receipt of that decision, submit his/her grievance in writing to the Association for consideration of Mediation.

7.6.2 The Association, within fifteen (15) days after receipt of the request from the grievant, may submit the written grievance to the SCSS for mediation.

7.6.3 If mediation is requested by the Association, the SCSS will notify the State Mediation and Conciliation Service and request a mediator. The mediator shall not issue a written opinion on the grievance but shall otherwise work with the parties to resolve the dispute. Unless otherwise agreed, there shall be no cost to SCSS,

to the Association, or to the aggrieved party for this advisory mediation.

7.6.3.1 If, in the future, costs are incurred, the costs for the services of the mediator, including, but not limited to per diem expenses, the mediator's travel and subsistence expenses, will be borne equally by SCSS and the Association.

7.7 Level Four:

7.7.1 If the Association is not satisfied with the result of mediation, within fifteen (15) days after completion of mediation (Level Three), the Association may submit the grievance to Arbitration.

7.7.2 The parties shall request a list of arbitrators from the California State Mediation and Conciliation Services. A representative of the Association and a representative of SCSS shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator.

7.7.3 If any question arises as to the arbitrability of the grievance, such questions will first be ruled upon by the arbitrator.

7.7.4 The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.

7.7.5 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. A copy of the award will be submitted to the Superintendent, the grievant, and Association. The arbitrator's decision shall be final and binding.

7.7.6 If the arbitrator's decision is unclear, the parties agree jointly to request clarification of the decision.

- 7.7.7 The cost for the services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of the court reporter will be borne equally by SCSS and Association.
 - 7.7.8 If any party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties request a transcript, the total cost of the transcript shall be divided equally between SCSS and the aggrieved.
 - 7.7.9 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days, unless mutually agreed otherwise.
- 7.8 The grievant shall be present at each step of his/her grievance and/or may be represented at all times by a person of his/her choice. SCSS may also be represented by a person of his/her choosing at all times.
- 7.9 If at any time the SCSS or designee fails to render a decision within the specified time limits of this Article the grievant shall be awarded the remedy sought. If the Association decides not to request an appeal to mediation (Level Three), the decision of SCSS from Level Two shall be considered final. If the Association decides not to submit the grievance to binding arbitration (Level Four) within the agreed timelines, any decision reached at mediation (Level Three) shall be considered final.
- 7.10 During the entire grievance procedure, and until a final decision has been reached, all proceedings shall be private and confidential.
- 7.11 All recordings shall be filed in a separate Grievance File maintained by SCSS and shall not be kept in the personnel file of any of the Unit Members. Timelines at any level may be extended by mutual agreement.

ARTICLE 8

EVALUATION

8.1 Philosophy

The SCSS and the Association believe that an evaluation process must promote the improvement of instruction; provide constructive assistance; offer professional growth opportunities; and validate quality performance in the delivery of instruction and/or service to students and staff. The evaluation process must be positive, productive, equitable, and uniform. It must identify performance expectations; promote standards of excellence in the delivery of educational services; recognize and respect individual differences; encourage open communication including ongoing feedback; and be valued and supported by both Unit Members and administrators.

8.2 Definitions

8.2.1 EVALUATION - Evaluation is a process which concludes with the evaluation conference at which time the summative evaluation report is presented to the Evaluatee.

8.2.2 INITIAL EVALUATION CONFERENCE - The conference scheduled at the beginning of the evaluation process at which time (1) the goals and objectives are jointly developed by the Evaluator and the Evaluatee and (2) the evaluation process is reviewed.

8.2.3 GOALS AND OBJECTIVES - Goals and objectives refer to personal goals and/or program goals and objectives. They are part of the evaluation process but are not the evaluation.

8.2.4 OBSERVATION - The observation is a personal observation of a Unit Member by the Unit Member's primary Evaluator. An observation is of sufficient length to cover a unit of instruction. Each observation will be followed by a post-observation conference at which time a written observation report is presented to the Evaluatee. The classroom (any appropriate teaching environment) observation and observation report is

not the evaluation; however, it is part of the evaluation process and forms a basis for the evaluation.

- a. Scheduled Observation: - A scheduled observation is one in which the Evaluatee is notified at least forty-eight (48) hours in advance as to the date and time of the observation.
- b. Unscheduled Observation: - An unscheduled observation is one in which the Evaluatee receives no advance notification or less than forty-eight (48) hours notification.

8.2.5 EVALUATOR - The Evaluator is a SCOE Administrator who is evaluating the Unit Member.

8.2.6 THE EVALUATEE - The Evaluatee is the Unit Member being evaluated.

8.2.7 SOURCES OF INPUT - The sources of input for the evaluation process may include but are not limited to observation(s), IEP files, student work, portfolios and/or development of instructional units or support materials. Sources of input shall not include the following:

- a. Standardized achievement test results;
- b. Results of any tests utilized for the purpose of SIP or SBCPs;
- c. Achievement of objectives stated in IEPs of individual special education students;
- d. Utilization of "clinical teaching" techniques unless specifically agreed to by the Evaluatee;
- e. The success, or lack thereof, of an instructional or clerical assistant in the performance of task assigned by the Unit Member;
- f. Statements which are not supported by written documentation;
- g. Behavioral Intervention Outcomes

8.2.8 ASSISTANCE PLAN - An assistance plan is a written plan providing specific recommendations, support strategies, and timelines, which is developed by the Evaluator to assist a Permanent Unit Member for whom remediation is recommended. The Program Administrator is encouraged to confer with one or more of the following; Technical assistance from Consultants, Instructional Coaches or other certificated staff.

8.3 Areas for Evaluation For All Certificated Unit Members

- 8.3.1 The contribution of the Unit Member towards students' educational needs as Established by the IEP, ILP, IFSP, Behavior Plans, or curricular program standards;
- 8.3.2 Instructional techniques and strategies;
- 8.3.3 Adherence to curricular objectives, IEP goals, ILP goals or IFSP goals;
- 8.3.4 Establishment and maintenance of a suitable learning environment;
- 8.3.5 Performance of non-instructional duties and responsibilities.

8.4 Uniform Evaluation Guidelines

- 8.4.1 When a scheduled observation (as per Section 8.2.4.1) is planned, the advance notice requirements may be fulfilled by (1) providing the Evaluatee forty-eight (48) hour written notification (i.e. hard copy) specifying the date and time of observation and/or (2) a conference between the Evaluator and Evaluatee during which the date, time, procedures and techniques of the observation are established.
- 8.4.2 The Evaluatee will be evaluated by his/her direct supervisor unless mutually agreed otherwise. If mutual agreement is reached the Evaluatee will choose from the list of administrators (current certificated Division Administrators and Program Managers) certified to evaluate. The Evaluatee or the Evaluator may request that one of the observations be done by another certified SCOE administrator in addition to any observation made by the Evaluator. If an observation is made by another SCOE administrator on the list of administrators certified to evaluate but who is not the immediate supervisor, that administrator must meet with the Evaluatee to discuss the goals and objectives prior to the observation.
- 8.4.3 At the initial evaluation conference, the Evaluator and Evaluatee will:
 - a. Discuss performance objectives designated by the Evaluator in compliance with SCOE standards.
 - b. Determine and enumerate evaluation criteria and plans for monitoring the Evaluatee's performance, including: evaluative format (observation or alternative method) observation format

(scheduled or unscheduled); performance of non-instructional duties and responsibilities, establishment and maintenance of a suitable learning environment, the contribution of the teacher towards students' educational needs as established by the IEP, ILP, IFSP, Behavior Plan, or curricular program standards, instructional techniques and strategies, and adherence to curricular objectives, IEP goals, ILP goals or IFSP goals.

- c. Discuss evaluatee performance objectives.
- d. Consider other issues such as:
 - A. Class size
 - B. Abilities of class members
 - C. Disabilities of students involved
 - D. Availability of support personnel and suitable materials
 - E. Other pertinent factors
- e. Review any special constraints which the Evaluatee believes may inhibit him/her from meeting the objectives. If an Evaluator and Evaluatee cannot agree on one or more matters, the Evaluatee may request a review by the Superintendent or Superintendent's designee.

8.4.4 A unit member shall not be evaluated on or held accountable for correcting deficiencies caused by factors over which the Evaluatee has no authority or control.

8.4.5 Evaluations based upon observation(s) shall include at least one observation of the Evaluatee in a work situation. The Evaluatee shall have the right to request one additional observation by a SCOE administrator chosen from a list of certified Evaluators for each supervisor-initiated observation.

8.4.6 Unit Members shall not be allowed to participate in the evaluation of other members of the bargaining unit.

8.4.7 The Evaluator shall not base the summative evaluation of a Unit Member on any information not collected in accordance with established sources of input (Section 8.2.7). No evaluation shall be based on hearsay.

8.4.8 Each summative evaluation shall be in writing and a copy of the evaluation report shall be given to the Evaluatee. The Evaluatee shall sign the

evaluation report indicating that he/she has seen it. The Evaluatee shall be given opportunity to append written statements of his/her views to the evaluation report prior to placement in his/her personnel file.

- 8.4.9 No grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the Evaluator, nor shall it contest the judgment of the Evaluator. Any grievance(s) on evaluations shall be limited to claim that the procedures have been violated.

8.5 Timeline and Procedures: Temporary/Probation/Contract Unit Members

- 8.5.1 All temporary, probationary or contract Unit Members (contract Unit Members with more than two (2) full years of SCOE employment see Article 8.6) shall be evaluated once each school year. The evaluation process shall include a minimum of two (2) completed observations. (When all observations have been completed a summative evaluation shall be issued).

- 8.5.2 All temporary, probationary or contract Unit Members with less than two (2) full years of SCOE employment shall be evaluated in accordance with the following timeline:

Initial Evaluation Conference

- a. The Evaluator shall convene the initial evaluation conference by the end of the first six (6) weeks of the Unit Members work-year. This timeline may be extended only for very serious reasons (e.g., serious accident or illness suffered by the Evaluator or Evaluatee). At the initial conference, the Evaluator and the Evaluatee will jointly establish written goals and objectives and plans for monitoring the Evaluatee's performance. The Evaluator and Evaluatee shall review and enumerate any special constraints which the Evaluatee believes may inhibit him/her from meeting the objectives. If the Evaluator and Evaluatee cannot agree on one (1) or more matters, they may request a review by the Superintendent or Superintendent's designee. At the initial conference, the Evaluator will notify the Evaluatee whether observation(s) will be scheduled or unscheduled.

Observations

- b. The first observation shall occur by the end of the first twelve (12) weeks of the Evaluatee's work-year. This observation may be scheduled or unscheduled. This timeline may be extended only for very serious reasons. A post-observation conference between the Evaluator and Evaluatee shall be held within five (5) working days of the observation. If the Evaluator notes performance concerns, those concerns shall be documented (i.e., observation summary) and discussed with the Evaluatee, and the Evaluator shall make suggestions and provide assistance for improvement.
 - A. In cases where the Evaluator does not list significant concerns based on the first observation, the second observation, scheduled or unscheduled, may occur any time prior to February 15th. At the conclusion of the second observation, the summative evaluation may be issued. A post-observation conference shall be held within five (5) working days of the second observation; however, this conference may be conducted at the same time as the summative evaluation conference.
 - B. If the Evaluator addresses performance concerns in the initial observation summary, the second observation, scheduled or unscheduled, shall occur by the end of the first eighteen (18) weeks of the Evaluatee's work year. This timeline may be extended only for serious extenuating circumstances.
 - C. If the Evaluator continues to have performance concerns based on the second observation, a third observation shall be held by the end of twenty-four (24) weeks from the beginning of the Evaluatee's work year. This observation may be scheduled or unscheduled. This timeline may be extended only for serious extenuating circumstances. A post-observation conference shall be held within five (5) working days of observation; however, the post-observation conference

may be conducted at the same time as the summative evaluation conference.

The Program Administrator is encouraged to meet with one or more of the following: Peer assistance, technical assistance from Consultants, Instructional Coaches or other certificated staff.

Summative Evaluation

- a. The summative evaluation shall be prepared and the final observation conference shall be conducted by March 1st. In preparing the summative evaluation for placement in the Evaluatees' personnel file, the Evaluator shall rely upon data collected through the established sources of input described in Section 8.2.7. If the Evaluatee received an overall unsatisfactory or needs improvement summative evaluation, all of the observation reports, a written copy of the assistance plan, and all standard's based rubrics shall be attached to the summative evaluation report. If the Evaluatee has improved performance and receives a satisfactory summative evaluation, the observation reports will not be attached to the summative evaluation unless the Evaluatee requests that they be attached by checking the appropriate box on the Summative Evaluation form.
- b. Written observation reports shall not be placed in the Evaluatee's personnel file unless there are still performance concerns following at least three (3) observations. If the summative evaluation report is unsatisfactory or needs improvement, copies of the observation reports, a written copy of the assistance plan, and all standard's based rubrics shall be attached. The Evaluatee may request that an observation report(s) be attached to a satisfactory summative evaluation by checking the appropriate box on the Summative Evaluation form.

8.5.3 The timelines for the initial evaluation conference, observations, and summary evaluations may be reduced by SCOE if the Evaluatee begins employment on or after September 1st and the timelines in the contract

cannot be complied with. If this should occur, the Evaluator and Evaluatee shall meet and agree on an alternative evaluation schedule. If Unit Members are employed on or after September 1st and do not work 75% of the school year, then SCOE may elect to perform only an abbreviated evaluation for the year in question without regard to the timeline or other procedural requirements of this Article.

8.6 Timeline and Procedures: Unit Members With More Than Two (2) Full Years Employment With SCOE

8.6.1 Unit Members shall be evaluated at least once every other year.

8.6.2 Contract Unit Members with more than two (2) full years employment with SCOE may be evaluated based on a classroom observation or alternative methods such as teacher portfolio, student portfolio, project development, development of instructional units, development of support materials and/or other methods as determined by mutual agreement between the Evaluator and Evaluatee. The sources of input shall be consistent with Section 8.2.7. The observation method must be utilized once during every four (4) year period as the method of evaluation.

8.6.3 The following timeline shall apply to evaluation of contract Unit Members with more than two (2) full years employment with SCOE.

Initial Evaluation Conference

The initial evaluation conference shall be held by the end of the first twelve (12) weeks of the Unit Member's work year. This timeline may be extended by mutual agreement. At this conference, the Evaluator and Evaluatee shall jointly establish the Evaluatee's method of evaluation (observation or alternative method), plans for evaluating written goals and/or objectives and plans for monitoring the Evaluatee's performance. All observations shall be scheduled unless the Evaluator and Evaluatee mutually agree to unscheduled observations. The Evaluator and Evaluatee shall review and enumerate any special constraints which the Evaluatee believes may inhibit him/her from meeting the established goals and/or objectives. If the Evaluator and Evaluatee cannot agree on one or

more matters, they may request a review by the Superintendent or designee.

Observation

- a. If the Evaluator has concerns about the Evaluatee's performance, the evaluation must be based on observation. At the initial conference, the Evaluator shall inform the Evaluatee of his/her decision to utilize the observation (method) for evaluation. In such cases, alternative method(s) of evaluation shall not be an option.
- b. If the observation(s) method is used, each observation shall be followed by a post observation conference within five (5) working days of the observation.
- c. An overall unsatisfactory or needs improvement evaluation (with all of the observation reports, a written copy of the teacher assistance plan, and all standard's based rubrics attached) shall not be placed in a Unit Member's personnel file until at least three (3) scheduled observations have been conducted and a mutually agreed upon assistance plan has been developed and implemented (as per Section 8.11). Each scheduled observation shall be followed by a post-observation conference within five (5) working days. If the Evaluator has any concerns about the Evaluatee's performance in any areas, the Evaluator shall discuss and enumerate those concerns with the Evaluatee and offer assistance at this conference. The Evaluator is encouraged to meet with one or more of the following; Technical assistance from Consultants, Instructional Coaches or other certificated staff. The third (3rd) post-observation conference may be conducted at the same time as the summative evaluation conference.

Alternative Method

- a. If alternative method(s) are selected, the post-observation conference shall be held within five (5) working days of the final presentation of materials, completed project, in-service, etc.
- b. If an evaluation is based upon alternative methods, the Evaluatee shall have

the right to request that an additional evaluation of the portfolio, project, etc., be conducted by a SCOE administrator chosen from a list of administrators certified to evaluate.

Summative Evaluation

1. The summative evaluation report shall be prepared and reviewed no later than thirty (30) days before the end of the school year. In preparing the summative evaluation form for placement in the Evaluatee's personnel file, the Evaluator shall rely upon data collected in accordance with the established sources of input described in Section 8.2.7.
2. If the Evaluator notes concerns about the Evaluatee's performance too late in the school year to conduct at least three (3) observations with sufficient time in between for the Evaluatee to try to correct the deficiencies, a summative evaluation will not be issued that year; however, the evaluation process will continue into the following school year, and as summative evaluation, with observation reports and teacher assistance plan attached, will be prepared after the Evaluator has had the opportunity to conduct at least three (3) observations.
3. If the Evaluatee received an overall unsatisfactory or needs improvement summative evaluation all of the observation reports, the assistance plan, and all standard's based rubrics shall be attached to the summative evaluation. If the Evaluatee has improved performance and receives a satisfactory summative evaluation, the observation reports, a written copy of the assistance plan, and all standard's based rubrics will not be attached to the summative evaluation unless the Evaluatee requests that they be attached by checking the appropriate box on the Summative Evaluation form.
4. The Evaluatee may request that observation reports be attached to a satisfactory summative evaluation by checking the appropriate box on the Summative Evaluation form.

8.7 Timeline and Procedures: Permanent Unit Members who have been Employed by SCOE for less than ten (10) years.

- 8.7.1 Timeline and Procedures: Permanent Unit Members who have been employed by SCOE for less than ten (10) years shall, be evaluated once

every other year.

8.7.2 Permanent Unit Members who have been employed by SCOE for less than ten (10) years may be evaluated based on a classroom observation or alternative methods such as teacher portfolio, student portfolio, project development, development of instructional units, development of support materials and/or other methods as determined by mutual agreement between the Evaluator and Evaluatee. The sources of input shall be consistent with Section 8.2.7. The observation method must be utilized once during every four (4) year period as the method of evaluation.

8.7.3 The following timeline shall apply to evaluation of Permanent Unit Members, who have been employed by SCOE for less than ten (10) years.

Initial Evaluation Conference

The initial evaluation conference shall be held by the end of the first twelve (12) weeks of the Unit Member's work year. This timeline may be extended by mutual agreement. At this conference, the Evaluator and Evaluatee shall jointly establish plans for the Evaluatee's method of evaluation (observation or alternative method), written goals and/or objectives, and plans for monitoring the Evaluatee's performance. All observations shall be scheduled unless they Evaluator and Evaluatee mutually agree to unscheduled observations. The Evaluator and Evaluatee shall review and enumerate any special constraints which the Evaluatee believes may inhibit him/her from meeting the established goals and/or objectives. If the Evaluator and Evaluatee cannot agree on one (1) or more matters, they may request a review by the Superintendent or designee.

Observation(s)

- a. If the Evaluator has concerns about the Evaluatee's performance; the evaluation must be based on observation. At the initial conference, the Evaluator shall inform the Evaluatee of his/her decision to utilize the observation method for

evaluation. In such cases, alternative method(s) of evaluation shall not be an option.

- b. If the observation(s) method is used; each observation shall be followed by a post-observation conference within five (5) working days of the observation.
- c. An overall unsatisfactory evaluation, with observation reports and teacher assistance plan attached, shall not be placed in a Unit Member's personnel file until at least three (3) scheduled observations have been conducted and a mutually agreed upon assistance plan has been developed and implemented. Each scheduled observation shall be followed by a post-observation conference within five (5) working days. If the Evaluator has any concerns about the Evaluatee's performance in any areas, the Evaluator shall discuss and enumerate those concerns with the Evaluatee and offer suggestions. The Evaluator is encouraged to meet with one or more of the following; Technical assistance from Consultants, Instructional Coaches or other certificated staff. The third (3rd) post- observation conference may be conducted at the same time as a summative evaluation conference.

Alternative Method

- a) If alternative method(s) are selected, the post-observation conference shall be held within (5) working days of the final presentation of materials, completed project, in-service, etc.
- b) If an evaluation is based upon alternative methods, the Evaluatee shall have the right to request that an additional evaluation of the portfolio, project, etc., be conducted by a SCOE administrator chosen from a list of administrators certified to evaluate.

Summative Evaluation

- a) The summative evaluation report shall be prepared and reviewed no later than thirty (30) days before the end of the school year. In preparing the summative

evaluation form for placement in the Evaluatee's personnel file, the Evaluator shall rely upon data collected in accordance with the established sources of input described in Section 8.2.7.

b) If the Evaluator notes concerns about the Evaluatee's performance too late in the school year to conduct at least three (3) observations with sufficient time in between for the Evaluatee to try to correct the deficiencies, a summative evaluation will not be issued that year; however, the evaluation process will continue into the following school year, and a summative evaluation, with observation reports and teacher assistance plan attached, will be prepared after the Evaluator has had the opportunity to conduct at least three (3) observations.

c) If the Evaluatee received an overall unsatisfactory or needs improvement summative evaluation all of the observation reports, a written copy of the assistance plan, and all standards based rubrics shall be attached to the summative evaluation. If the Evaluatee has improved performance and receives a satisfactory summative evaluation, the observation reports will not be attached to the summative evaluation unless the Evaluatee requests that they be attached by checking the appropriate box on the Summative Evaluation form.

d) The Evaluatee may request that observation reports be attached to a satisfactory summative evaluation by checking the appropriate box on the Summative Evaluation form.

8.8 Timeline and Procedures: Permanent Unit Members who have been employed by SCOE for at least ten (10) years and are highly qualified as defined in the 20 U.S.C Section 7801,

8.8.1 Permanent Unit Members who have been employed by SCOE for at least ten (10) years, are highly qualified in their current assignment as defined in 20 U.S.C Sec. 7801, and whose previous overall evaluation was satisfactory, shall be evaluated once every five (5) years.

- a. Highly Qualified Permanent Unit Members who have been employed by SCOE for at least ten (10) years, may be evaluated based on classroom observation or alternative methods such as teacher portfolio, student portfolio, project development,

development of instructional units, development of support materials and/or other methods as determined by mutual agreement between the Evaluator and Evaluatee. The sources of input shall be consistent with Section 8.2.7. The observation method must be utilized once during every ten (10) year period as the method of evaluation.

8.8.2 Permanent Unit Members who have been employed by SCOE for at least ten (10) years, are credentialed for the position they hold but not required to be Highly Qualified under the 20 U.S.C. Section 7801 (e.g., SLP, Audiologist, School Nurse, etc.), and whose previous evaluation was satisfactory, shall be evaluated once every five (5) years.

- a) Credentialed Unit Members who are not required to be Highly Qualified under the 20 U.S.C Section. 7801 may be evaluated based on classroom observation or alternative methods such as teacher portfolio, student portfolio, project development, development of instructional units, development of support materials and/or other methods as determined by mutual agreement between the Evaluator and Evaluatee. The Observation method must be utilized once during every ten (10) year period as the method of evaluation. The sources of input shall be consistent with Section 8.2.7.

8.8.3 The following timeline shall apply to evaluation of Permanent Unit Members who have been employed by SCOE for at least ten (10) years and are highly qualified in their current assignment as defined in the 20 U.S.C. Section 7801 and Permanent Unit Members who are credentialed for the position they hold but not required to be Highly Qualified under the 20 U.S.C. Section 7801 (e.g. SLP, Audiologist, School Nurse etc).

Initial Evaluation Conference- The initial evaluation conference shall be held by the end of the first twelve (12) weeks of the Unit Member's work year. This timeline may be extended by mutual agreement. At this conference, the Evaluator and the Evaluatee shall jointly established the Evaluatee's method of evaluation (observation or alternative method), written goals and/or objectives and plans for monitoring the Evaluatee's performance. All observations shall be scheduled unless the Evaluator and Evaluatee mutually agree to

unscheduled observations. The Evaluator and Evaluatee shall review and enumerate any special constraints which the Evaluatee believes may inhibit him/her from meeting the established goals and/or objectives. If the Evaluator and Evaluatee cannot agree on one (1) or more matters, they may request a review by the Superintendent or designee.

Observation- If the Evaluator has concerns about the Evaluatee's Performance; the evaluation must be based on observation. At the initial conference, the Evaluator shall inform the Evaluatee of his/her decision to utilize the observation method for the evaluation. In such cases, alternative method(s) of evaluation shall not be an option.

- a. If the observation(s) method is used, each observation shall be followed by a post-observation conference within five (5) working days of the observation.
- b. An overall unsatisfactory evaluation, with observation reports, a written copy of the assistance plan, and all standard's based rubrics attached, shall not be placed in a Unit Member's personnel file until at least three (3) scheduled observations have been conducted and a mutually agreed upon assistance plan has been developed and implemented. Each scheduled observation shall be followed by a post- observation conference within five (5) working days. If the Evaluator has any concerns about the Evaluatee's performance in any areas, the Evaluator shall discuss and enumerate those concerns with the Evaluatee and offer suggestions and assistance at this conference. The Evaluator is encouraged to meet with one or more of the following; Technical assistance from Consultants, Instructional Coaches or other certificated staff. The third (3rd) post-observation conference may be conducted at the same time as the summative evaluation conference.

Alternative Method-

- If alternative method(s) are selected, the post observation conference shall be held within five (5) working days of the final presentation of materials, completed project, in-service etc.
- If an evaluation is based upon alternative methods, the Evaluatee shall have the right to request that an additional evaluation of the portfolio, project, etc., be conducted by an SCOE administrator chosen from a list of administrators certified to evaluate.

Summative Evaluation-

- The summative evaluation report shall be prepared and reviewed no later than thirty (30) days before the end of the school year. In preparing the summative evaluation form for placement and the Evaluatee's personnel file, the Evaluator shall rely upon data collected in accordance with established sources of input described in Section 8.2.7.
- If the Evaluator notes concerns about the Evaluatee's performance too late in the school year to conduct at least three (3) observations with sufficient time in between for the Evaluatee to try to correct the deficiencies, a summative evaluation will not be issued that year; however, the evaluation process will continue into the following school year, and a summative evaluation, with observation reports and teacher assistance plan attached, will be prepared after the Evaluator has had the opportunity to conduct at least three (3) observations.
- If the Evaluatee received an overall unsatisfactory or needs improvement summative evaluation all of the observation reports, a written copy of the teacher assistance plan and all standard's based rubrics shall be attached to the summative evaluation. If the Evaluatee has improved performance and receives a satisfactory summative evaluation, the observation reports, a written copy of the assistance plan and all standard's based rubrics will not be attached to the summative evaluation unless the Evaluatee requests that they be attached by checking the appropriate box on the Summative Evaluation form.
- The Evaluatee may request that observation reports be attached to a satisfactory summative evaluation by checking the appropriate box on the Summative Evaluation form.

8.9 When the Evaluator observes exceptional behavior by a Unit Member which can be considered good or bad, it may result in a written statement. The written statement regarding exceptional behavior of a negative nature shall be shared with the Unit Member but will not be placed in the Unit Member's personnel file unless it is judged to be extremely serious.

In this Section of the Agreement, “extremely serious exceptional behavior” is defined as actions such as and similar to: (1) gross negligence; (2) use or possession of drugs or alcohol on duty; (3) action causing a potential danger to the safety or health of students and/or Unit Members; (4) persistent, consistent and previously documented failure to comply with instructions, policies, or procedures, (e.g., attendance registers and state forms). (See Article 8A Progressive Discipline)

8.10 A Unit Member who has been transferred/reassigned due to an SCOE initiated transfer/reassignment shall not be observed until after ninety (90) calendar days of the start of the new position. Visitations may be made during the ninety (90) day period. Whenever possible, the administrator will notify the Unit Member in advance of the visit.

8.11 Assistance Plan (All Permanent Certificated Unit Members)-

If an Evaluatee has received two (2) completed unsatisfactory or needs improvement observations, the Evaluator shall take positive action to assist the Evaluatee in correcting any cited deficiencies. The Evaluator shall meet with the Evaluatee to develop a mutually agreed remediation plan with timelines. The assistance plan may include the following:

- Release time for the Evaluatee to observe another classroom, to receive assistance in completing forms or handling parents, to watch an administrator or another Unit Member model a lesson;
- Release time to attend a workshop or conference;
- Technical assistance from Consultants, Instructional Coaches or other certificated staff.
- With the consent of the Unit Member, provision of video equipment for self-assessment (with the understanding that the tapes remain in the Unit Member's possession and their release for viewing is up to the teacher);
- Regular lesson plan reviews with the Evaluator;
- Professional release time for team teaching;
- Assistance provided through a professional development resource library; and
- Reassignment into different areas of strength based on the

Evaluatee's credential.

- 8.12 If a Unit Member receives an overall Summative Evaluation rating of less than Satisfactory for two consecutive years, the second consecutive overall Summative Evaluation shall be classified as Unsatisfactory notwithstanding that one or more of the previous overall Summative Evaluations may have been Needs Improvement.

ARTICLE 8A

PROGRESSIVE DISCIPLINE – UNPAID DISCIPLINARY LEAVE

8A.1 The purpose of this Article is to provide procedural guidelines and timelines by which specific, identified inappropriate conduct manifested by certificated Unit Members may be handled should the need arise. No disciplinary action outlined in this Article shall occur without a clear demonstration of “just cause.” Provisions of this Article shall not limit or restrict SCOE's right to release or dismiss probationary Unit Members in accordance with the law.

8A.2 Progressive Discipline - Unpaid Disciplinary Leave procedures outlined in this Article shall not supersede nor suspend any other provisions of this contract.

8A.2.1 The terms “Progressive Discipline - Unpaid Discipline Leave” as used in this Article, do not include directives or implementation relating to other Articles of this contract unless so noted in said Articles of this agreement, which shall not be used for unpaid disciplinary purposes, or preliminary verbal warnings, as set forth below. “Unpaid disciplinary leave” may include leave without pay for a specific period not to exceed ten (10) workdays. Such unpaid disciplinary leave shall not reduce or deprive the Unit Member of seniority or any fringe benefits. No unpaid disciplinary leave shall be carried over from one (1) school year to the next, however, if the unpaid disciplinary leave process resulting in implementation of unpaid disciplinary leave is completed too late in the year to be fully implemented, the unpaid disciplinary leave may be implemented in its entirety at the beginning of the subsequent school year. “Progressive Discipline-Unpaid Disciplinary Leave” shall not include dismissal or non-reelection, which are regulated by the Education Code.

8A.2.2 Timelines:

8A.2.2.1 Except in the case of a preliminary verbal warning (Article 8A.4.3 below), within twenty (20) days following the incident, the direct supervisor shall notify the Unit Member in writing of his/her intent to

investigate the conduct of the Unit Member with the potential outcome being the implementation of progressive discipline unpaid disciplinary leave.

8A.2.2.2 Within thirty-five (35) days following the Unit Member being provided notice pursuant to Article 8A.2.2.1, the direct supervisor shall complete his/her investigation and either notify the Unit Member in writing that the investigation has demonstrated no need for further action or proceed as outlined in Sections 8A.4.1 step 1 through 8A.4.2 Step 2 of this Article.

8A.2.2.3 A day for purposes of this Article is defined as any day SCSS is open for business.

8A.3 PRELIMINARY VERBAL WARNING

Following determination by a direct supervisor that a Unit Member's conduct may potentially reflect just cause for discipline, if uncorrected, the supervisor shall schedule a meeting with the Unit Member and his/her Association Rep. if so requested by the Unit Member, to review the action/incident and to issue a verbal warning. A verbal warning may, at the discretion of the supervisor, be followed by a written conference summary that is given to the Unit Member. A copy of the conference summary may be kept by the supervisor for no more than eighteen (18) months, after which time, no disciplinary action may be taken, and any conference summary shall be destroyed unless the Unit Member repeats the identified conduct during this time frame (i.e. 18 months).

8A.4 PROGRESSIVE DISCIPLINE

Implementation of unpaid disciplinary leave may be consequence of SCOE's Progressive Discipline Policy. Prior to the implementation of any "just cause" disciplinary action resulting in unpaid leave, SCOE's Human Resources Division must verify that the following steps and associated timelines have been met:

8A.4.1 PROGRESSIVE DISCIPLINE STEP 1: WRITTEN WARNING

If the verbal warning is not effective, the direct supervisor shall schedule a meeting with the Unit Member and his/her Association Rep. to review subsequent occurrences of the previously identified conduct and to issue a written warning. The written warning shall be signed by the Unit Member

and/or his/her Association Rep. to acknowledge receipt. A copy of the written warning may be kept by the Unit Member's supervisor for no more than eighteen (18) months, after which time, no further action may be taken, and the written warning shall be destroyed unless the Unit Member repeats the identified conduct during this time frame (i.e. 18 months). A written warning will not be placed in the Unit Member's personnel file unless the progressive discipline process results in issuance of a letter of reprimand within eighteen (18) months of the written warning.

8A.4.2 PROGRESSIVE DISCIPLINE STEP 2: WRITTEN REPRIMAND

A written reprimand may be issued by a direct supervisor if a Unit Member, within the designated timelines, repeats the conduct which has been identified and/or documented through verbal warning and documented written warnings as outlined in Sections 8A.3 and 8A.4.1 of this Article. The supervisor shall meet with the Unit Member and his/her Association Rep. to review the written reprimand. The Unit Member and/or his/her Association Rep. shall sign the written reprimand to acknowledge receipt and a copy of the written reprimand along with copies of the written warning and the verbal warning conference summary, if available, shall be placed in the Unit Member's personnel file. All documents entered in the personnel file must meet the timeline criteria established in Sections 8A.3 and 8A.4. The Human Resources Division shall notify the Unit Member as to the date the written reprimand is placed in his/her file. The Unit Member shall have fifteen (15) days from the date they are notified to prepare and attach a response to the written reprimand in his/her personnel file.

8A.4.3 Written warnings and written reprimands based on specific, identified conduct by a Unit Member shall be rendered within a reasonable amount of time following the occurrence of the incident provided that the member has an opportunity to review and comment on the allegations.

8A.4.4 Unpaid disciplinary leave shall not be imposed on a Unit Member unless a written reprimand has been placed in the Unit Member's personnel file regarding the specified action(s) during the last eighteen (18) months and conduct identified thereon is repeated by the Unit Member during this time period.

8A.4.4.1 A Unit Member may be placed on unpaid leave for up to ten (10) days for repetition of conduct that has been identified and addressed in accordance with Sections 8A.4.1 (Step1), 8A.4.2 (Step 2) of this Article during a given eighteen (18) month period. The length of the unpaid leave will relate to the severity of the offense and will be uniform in degree and application.

8A.4.5 SCOE may only bypass the progressive discipline steps of this Article in cases wherein the conduct of the Unit Member reflects gross misconduct or constitutes a hazard to others. The action of SCOE in such circumstances shall be subject to arbitration at the discretion of the Association.

8A.5 The following process shall be followed when placing a Unit Member on unpaid leave as a result of progressive discipline.

8A.5.1 The Unit Member's direct supervisor shall meet with the Unit Member and his/her Association Rep. to review the proposed unpaid disciplinary leave, the appeal process, and applicable timelines. The Unit Member shall be presented with a copy of the notice of proposed disciplinary action and relevant documentation as to the cause thereof (e.g., copies of any verbal warning conference summary, written warnings, written reprimand, etc.). Along with a written statement informing the Unit Member that he/she has five (5) days to file an appeal challenging the implementation of the unpaid leave. The Unit Member and/or his/her Association Rep. shall sign to acknowledge receipt of the above documents. If the direct supervisor is unavailable to schedule a meeting with the Unit Member and his/her Association Rep. within five (5) workdays following the incident resulting in the initiation of this action; written notices regarding the proposed unpaid disciplinary leave, appeal process, relevant documentation as to the case thereof (e.g. copies of: any verbal warning conference summary, written warning, written reprimand, etc.) and applicable timelines may be delivered to the Unit Member by a certified, return receipt mailing. The date on which the receipt is signed by the Unit Member shall constitute the beginning date for all applicable timelines.

8A.5.1.1 The notification of unpaid disciplinary leave shall include the specific date(s) of the proposed unpaid disciplinary leave, which shall be at least five (5) days after the Unit Member is given and signs for a written notice or receives/signs for written notice by certified mail.

8A.5.1.2 The notification of unpaid disciplinary leave shall include the Education Code Section, policy, rule, regulation or directive(s) violated, if they are applicable.

8A.5.1.3 The notification of unpaid disciplinary leave shall include copies of all applicable documentary evidence.

8A.5.1.4 The notification of unpaid disciplinary leave shall include a concise, summative statement as to the specific conduct, cause(s) resulting in the recommended action.

8A.5.1.5 The notification of unpaid disciplinary leave shall include a written statement informing the Unit Member that he/she shall have five (5) days to file an appeal challenging the proposed unpaid disciplinary leave.

8A.5.2 If no written appeal to the proposed unpaid disciplinary leave is filed by the Unit Member within five (5) days of the signed receipt of the written notice, the proposed unpaid disciplinary leave will go into effect on/for the date(s) indicated on the written notice.

8A.6 The following process shall be followed if the Unit Member files a written Appeal to a proposed unpaid disciplinary leave within the established timelines (i.e., five (5) days from signed receipt of all applicable documents):

8A.6.1 The Superintendent or his/her designee shall investigate the matter and shall determine whether to uphold, deny or modify the proposed suspension. The investigation may include meeting(s) with any relevant individual(s) as determined by the Superintendent or his/her designees. The investigation shall include meeting(s) and/or interviews with individuals requested by the Unit Member. The Superintendent or his/her designee shall render a decision on the matter and shall present a copy to the Unit Member and to the Association.

8A.6.2 If the Superintendent or designee decides to uphold or modify the proposed unpaid disciplinary leave to include at least one (1) day of unpaid

disciplinary leave; The Association may appeal the determination to binding arbitration. Such an appeal must be submitted in writing within five (5) days of receiving the written decision of the Superintendent or his/her designee. Failure to file such a written appeal shall constitute a waiver of the Associations' right to challenge the unpaid disciplinary leave. Costs for binding arbitration shall be shared equally by SCOE and the Association.

8A.6.3 If an appeal to binding arbitration is filed, SCOE may either defer imposition of the unpaid disciplinary leave until the conclusion of the appeals process, may allow the unpaid disciplinary leave to go into effect without pay, or may allow the unpaid disciplinary leave to go into effect with pay. If the unpaid disciplinary leave is with pay and the unpaid disciplinary leave is later upheld after the conclusion of the appeals process, a future paycheck will be docked to reflect the period of unpaid leave. If the unpaid disciplinary leave is without pay and the unpaid disciplinary leave is later invalidated after the conclusion of the appeals process, the Unit Member shall be paid the previously docked pay by separate check within thirty (30) days.

8A.7 Additional Provisions

8A.7.1 A manager must wait fifteen (15) days before proceeding to another step of the progressive discipline process (e.g., a manager cannot initiate Step 2 - written reprimand, until fifteen (15) days after completing Step 1 - written warning).

8A.7.2 Each step of progressive discipline for specific conduct, can be repeated except the final step, unpaid disciplinary leave (e.g., more than one (1) written warning can be given, etc.).

ARTICLE 9

PERSONNEL FILES

- 9.1 SCOE shall not base any adverse action against a Unit Member by using materials which are contained in such Unit Member's personnel file unless the materials had been appropriately placed in the file within sixty (60) days of the incident (see Article 8A) and/or SCOE verifying (e.g. formal investigation) the incidents giving rise to such materials.
- 9.2 A Unit Member shall be notified when evaluation material not signed by the Unit Member is placed in the Unit Member's file. A copy of such material will be provided to the Unit Member upon request. A Unit Member shall have the right to review any information and attach to it his/her own written comments regarding information of a derogatory nature.
- 9.3 The Unit Member shall be permitted to arrange an appointment to examine and/or obtain copies of materials in his/her personnel file. The appointment shall be granted within two (2) working days. One copy of each document will be provided to the Unit Member, upon request. Any additional copies would be made at the current rate at the Unit Member's expense.
- 9.4 All material placed in a Unit Member's personnel file shall be signed by the originator and dated by SCOE or SCOE's designee. Materials may be removed from personnel files only in accordance with legal statutes.
- 9.5 Access to personnel files shall be limited to SCOE, SCOE's designee, and Unit Member or person accompanying the Unit Member. The contents of all personnel files are confidential.
- 9.6 SCOE shall maintain the primary confidential personnel file on each Unit Member in the office of the Superintendent or the Human Resources Office.

- 9.7 Unit Members shall have the right to examine their own personnel file in the presence of SCSS or his/her designee any day the County Office is open provided that the Unit Member's absence from his/her assigned work area does not conflict with a prescheduled professional commitment.

ARTICLE 10

TRANSFER, REASSIGNMENTS, AND FILLING VACANCIES

10.1 Definitions:

- a) TRANSFER: A change from one Roman Numeral classification to another as listed in Appendix A by a Unit Member who possesses an appropriate credential.
- b) REASSIGNMENT: Movement from one work assignment to another within the same Roman Numeral classification and Appendix A.
- c) VACANCY: A vacancy exists when a new position is established, or a Unit Member separates from employment or leaves the position. The position is not vacant if the Unit Member is on sick leave or other approved leave of absence of less than one year.
- d) POSITION: A position refers to all the assignments a Unit Member has. When a position is vacated, it will be offered for reassignment intact.
- e) SENIORITY: the date of hire as a certificated bargaining unit member.
- f) CONTRACT WORKDAY: A contract workday is the day within the Unit Member's contracted work year.
- g) DUTY FREE WORKDAY: A duty free workday is a contracted workday when the Unit Member is not responsible for students.
- h) ADDITIONAL PAID DAYS: Days paid at the per diem rate.

10.2 For the purposes of planning for each succeeding school year, the assignments which combine to create a position are subject to change through elimination, addition, and/or realignment for implementation during the next year.

10.3 SCOE- initiated transfer/reassignment shall only be made if either:

- a) The Unit Member agrees to the transfer/reassignment, or
- b) Pursuant to the following procedures:
 - 1. The least senior Unit Member in the program/division shall be involuntary transferred/reassigned. If more than one (1) Unit Member has the same hire date, seniority shall be determined by lot.

2. The Unit Member is notified in writing of his/her probable transfer/reassignment at least two (2) weeks prior to the proposed transfer/reassignment or two (2) weeks prior to the last day of work before the summer vacation begins, if it is known that the transfer/reassignment will be made in the beginning of the following school year. The unit Member will be advised of his/her right to confer regarding the impending transfer/reassignment within specified time limits.
3. If the Unit Member so requests within eight (8) working days after receipt of written notification, the initiating administrator and the Unit Member shall meet to attempt to resolve the transfer/reassignment issue. This meeting shall occur within eight (8) working days of the Unit Members' request and shall be held prior to the implementation and/or recommendation (i.e., to the Superintendent or his/her designee) of the transfer/reassignment. The Unit Member shall have the right to be represented at the meeting. The initiating administrator shall summarize the content of this meeting and provide copies for the participants.
4. Upon written request, the Unit Member shall be provided with a written statement of the reasons for the recommended transfer/reassignment.
5. Following the meeting with the initiating administrator, the Unit Member may, within five (5) working days, request in writing a meeting with the Superintendent or his/her designee to resolve the transfer/reassignment issue. This meeting shall be held prior to authorizing the transfer/reassignment. The Unit Member shall have the right to be represented at this meeting.

10.4 A Unit Member who has declared in writing that he/she intends to retire at the close of the next school year shall not be transferred/reassigned except under circumstances that provide no other reasonable alternatives.

10.5 SCOE-initiated transfers/reassignments:

- a) Reasonable efforts shall be made to find a new assignment that is satisfactory for the Unit Member.
- b) Will not result in the loss of compensation, seniority, or fringe benefits to the Unit Member.
- c) The affected Unit Member shall be provided the Unit Member's choice of either up to six (6) hours of substitute release time, or up to six (6) hours at the curriculum rate, for the purpose of packing and re-establishing to a different classroom or school site.

10.6 A Unit Member and class moved together to a new location (room or site) shall not be considered a transfer/reassignment.

- a) If a class is to be moved, prior to the beginning or at the conclusion of the school year, the Unit Member assigned to that class shall be given two (2) paid (non-contract) days or the equivalent, for the purpose of packing and reestablishing the classroom. Additional paid days or the equivalent may be granted upon request to the program administrator.
- b) If a class is to be moved during the school year, the Unit Member assigned to that class shall be given two (2) duty free days or two (2) additional paid days for the purpose of packing and reestablishing the classroom. Additional paid days or the equivalent may be granted upon request to the program administrator.
- c) If a class is taken back by a district or is eliminated, the Unit Member assigned to the class remaining with SCOE shall be given one (1) or two (2) additional days or the equivalent, to pack and move their personal belongings.
- d) If a new class is established or maintenance project requiring the packing and reestablishing the classroom, the Unit Member assigned to the class shall be given one (1) or two (2) additional days or the equivalent, to pack and move their personal belongings.
- e) If a workstation (i.e., Itinerant, IS, RS, Assistive Tech, etc.) is to be moved during the school year, the Unit Member shall be given up to four (4) additional hours outside the workday for the purpose of packing and reestablishing the workstation. An additional two (2) hours outside the workday, may be granted upon request to the program manager.

10.7 Intentionally left blank

10.8 Order of Filling Vacancies:

a) Vacancy Notices:

- All vacancies shall be posted internally and externally simultaneously to ensure an efficient hiring process while maintaining internal employee opportunities for assignment or reassignment.
- SCOE shall notify all Unit Members by e-mail and automated call/text when a vacant position has been posted.

b) Internal Priority

1. Internal Unit Members shall have a five (5) working day priority window to apply for the vacancy before external applicants are considered.
2. If multiple qualified internal applicants apply within this window, priority will be given to those applicants based on experience, qualifications, seniority, and performance.
3. If no internal Unit Members apply within five (5) working days, external applicants will proceed without delay.
4. If internal Unit Members apply after the priority window, then those Unit Members shall be considered as external applicants.

c) Annual Vacancy Meetings

1. By March 1st, SCOE shall schedule two (2) Vacancy Meetings for Special Education (SPED) and Educational Options staff to discuss all known vacancies. All Unit Members will be given a five (5) working day notice of said meetings.
2. SCOE shall notify all Unit Members via email of the upcoming Vacancy Meetings and provide a list of all known vacancies.
3. Unit Members interested in reassignment must complete a Reassignment Request Form at the meeting, ranking up to three (3) positions for the following school year. A Unit Member may send a proxy if unavailable to attend the meeting by mutual agreement with the Assistant Superintendent of Human Resources.

4. Any remaining vacancies after this process will be posted internally and externally simultaneously.

5. If no vacancies in either division exist, no meeting will occur.

d) Planning Procedures for DIS Assignments/Reassignments

The process for scheduling assignments/reassignments shall include a scheduled meeting to discuss caseloads and consider reassignment requests for the following school year (see appendix F).

e) Consideration for Reassignment and Hiring

1. When filling vacancies, SCOE shall consider experience, qualifications, seniority, and performance.

2. If multiple internal applicants apply, the Unit Member with greater years of service shall receive priority if qualifications are equal.

3. When a transfer/reassignment request to a vacant position is denied by SCOE, the Unit Member may request within five (5) business days, reasons for such denial. SCOE must comply with the request in writing within five (5) business days.

f) Reemployment

1. Unit Members who have been laid off and are on the 39-month reemployment list will be notified of vacancies via phone call and certified mail. These Unit Members shall have ten (10) days from the date of mailing to accept the position.

10.9 SCOE shall move supplies, materials, furniture, and equipment from one work location to another, provided that said supplies, materials, and equipment are suitably boxed and/or packed. If furniture is to be moved, all drawers, shelves, etc., must be secured.

10.10 During the spring semester, supervisors will survey Unit Members concerning desired changes in assignment. Such requests shall be considered by the supervisor in preparing for tentative assignments, transfers, and reassignments.

10.11 Juvenile Hall Involuntary Transfers/Reassignments

a) The timelines provided by this Article are inapplicable to involuntary transfer/reassignments of a Unit Member out of a Juvenile Hall program at the request of the office of the Chief Probation Officer (Welfare and Institutions Code Section 852: "The Juvenile Hall shall be under the management and control of the probation officer").

- b) A Unit Member who has been assigned to Juvenile Hall shall not be involuntarily transferred/reassigned to a Community classroom if within the prior three (3) years, while working in a Juvenile Hall program, the Unit Member reported an assault/threatened assault pursuant to Education Code Section 44014 unless there are no vacancies in Independent Study teaching assignments.
- 10.12 Unit Members shall not be involuntarily transferred/reassigned more than one time during any work year except in the case of a 10.11.

ARTICLE 11

SICK LEAVE

- 11.1 Unit Members employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury for each year of service. Unit Members employed less than five (5) days a week for a year of service shall be entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of days of employment per year bears to five (5). In cases of immediate family illness and/or injury, Unit Members may utilize accumulated sick leave to the full extent of days available in the individual's account.
- 11.2 Unit Members are encouraged to schedule medical appointments and/or treatments outside the normal working hours. Medical appointments and/or treatments which are conducted during the workday shall be charged to the Unit Member's accumulated sick leave on an appropriate pro-rata basis.
- 11.3 Whenever a Unit Member has been unable to perform duties which are normally a part his/her job responsibilities, due to a medical condition, as verified by written certification from a medical practitioner, the Unit Member shall be allowed to return to his/her position after first submitting a release pertaining to the specific illness or injury relative to the above-mentioned absence. This release shall specify the Unit Member is able to perform the essential functions of the job. Reasonable modification may be made at the option and direction of the Personnel Administrator based on job requirements. SCOE is not obligated to return a Unit Member to work if the Unit Member cannot perform the essential functions, and a substitute is also required. During the period of absence, the Unit Member shall be placed on sick leave/disability leave status.
- 11.4 Unused sick leave shall be accumulated from year to year without limitation.
- 11.5 SCOE shall notify all Unit Members, in writing, by November 1st of each year of their total number of days accumulated sick leave, including those to which they are entitled for the current school year.

- 11.6 Any Unit Member who has accumulated unused sick leave in another school district or county schools' office in California at the time he/she is employed shall be given full credit for such unused sick leave if consistent with State law. SCOE shall provide assistance and forms for this purpose. Notice of information: State regulations have eliminated any time limitation(s) on the transferability of sick leave.
- 11.7 When a Unit Member exceeds ten (10) days of "personal illness/injury" sick leave during a contractual work year, the SCSS may require that the Unit Member provide written certification or illness/injury from a medical practitioner for any additional absences due to personal illness or injury, which exceed four (4) consecutive days. In such cases, the Unit Member's supervisor shall meet and/or communicate with the Unit Member regarding issues or concerns related to the Unit Member's high utilization of sick leave. The supervisor shall provide the Unit Member with a concise, written summary of the meeting and/or communication, which includes specific, sick leave verification expectations.
- 11.8 If SCSS has documented evidence that a Unit Member has used "personal illness/injury" sick leave inappropriately (e.g. recreational activity, traveling, other employment, attending sporting event, etc.) during a contractual work year, SCSS may require that the Unit Member provide written certification of illness/injury from a medical practitioner for any additional absences for personal illness or injury which exceed two (2) consecutive days. In such cases, the Unit Member's supervisor shall meet and/or communicate with the Unit Member and his/her representative, if so requested, regarding the Unit Member's inappropriate use of sick leave. Following this meeting and/or communication, the supervisor shall provide the Unit Member with a concise, written summary, which includes specific, sick leave verification expectations.
- 11.9 In cases in which SCSS has a reasonable suspicion regarding inappropriate use of "personal injury/illness" sick leave during a contractual work year, SCSS may require that the Unit Member provide written certification of illness/injury from a medical practitioner for any additional/ongoing absences for personal illness or injury, which exceed two (2) consecutive days. In such cases, the Unit Member's supervisor shall meet and/or communicate with the Unit Member and his/her representative regarding the Unit Member's alleged misuse of sick leave. The Unit Member shall be fully informed regarding the issues (i.e., suspicious) and invited

to provide witnesses, documentation, or other exculpatory evidence regarding the alleged misuse. The Unit Member shall have the right to waive representation when meeting with his/her supervisor on the issue at hand. When doing so, all parties (i.e., the Association, Supervisor, and Unit Member) shall sign off acknowledging that the Unit Member was informed of his/her right to representation during the meeting(s) and that it was the choice of the Unit Member to proceed without representation. Such action shall not preclude the Unit Member seeking representation at any time during this process. If following this meeting, the supervisor believes that the suspicions were well founded and of sufficient merit to warrant intervention; he/she shall provide the Unit Member with a comprehensive, written summary regarding this decision. The summary shall include specific, sick leave verification expectations.

- 11.10 When possible, the Unit Members shall be expected, except in emergencies or situations beyond the control of the employee, to give advance notice of absence due to illness, injury, or quarantine, in order that substitute arrangements may be made or that the Unit Member's duties can be adequately covered. When possible, advance notice for planned absences such as scheduled surgery shall be written verification provided by the employee's physician or medical practitioner.

11.11 CATASTROPHIC ILLNESS LEAVE BANK LEVEL 1

- a) full-time Unit Members shall be granted one (1) additional day of sick leave annually to be placed in the Association catastrophic illness leave bank level 1 up to a maximum accumulation of 450 days. For part-time Unit Members the day shall be the same proportion of a day the Unit Member works, i.e., 50%, 60%, etc.
- b) The Association and SCSS have agreed to create the Association catastrophic illness leave bank level 1 effective September 1, 1991.
- c) Days in the catastrophic illness leave bank level 1 shall accumulate from year to year up to a maximum of 450 days. They shall be credited to the catastrophic illness leave bank level 1 annually in October, at the rate of one (1) day per FTE per year until the maximum of 450 days is reached.
- d) Days shall be contributed to the level 1 bank and withdrawn from the bank

without regard to the daily rate of pay of the catastrophic leave bank participant.

e) Withdraw from the Bank:

1. A Catastrophic leave bank level 1 participants, whose sick leave is exhausted, and, in the case of the Unit Member's own illness, whose extended sick leave is exhausted, may withdraw from the bank for catastrophic illness or injury. In the case of catastrophic illness or the Unit Member's spouse or child, the Unit Member may draw on the catastrophic leave bank after exhaustion of regular sick leave/personal necessity leave. Catastrophic illness or injury shall be deemed as any illness or injury that is expected to incapacitate the Unit Member for an extended period of time or that incapacitates the Unit Member's spouse or child for an extended period of time and require(s) a Unit Member without sick leave to take time off work to care for the spouse or child. Catastrophic illness leave shall run concurrently with unpaid family leave.
2. Participants must use all sick leave available to them and in case of the Unit Member's own illness or injury, all extended sick leave before becoming eligible for a withdrawal from the bank.
3. If a participant is incapacitated, applicants may be submitted to SCSS by the participant's agent or members of the participants' family.
4. Withdraws from the catastrophic leave bank level 1 shall be granted in units of no more than thirty (30) duty days. Participants shall be granted an extension of withdrawals only for the Unit Member's own illness or injury by submitting appropriate medical verification. A participant's withdrawal from the bank may not exceed ninety (90) days or thirty (30) days if the participant is receiving workers' compensation temporary disability payments.
5. Withdrawals from the bank shall be granted provided that medical verification of the need has been submitted and provided there are sufficient days in the bank. Participants applying to withdraw or extend their withdrawal from the catastrophic leave bank level 1 will be required

to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

6. Leave from the bank may not be used for illness or disability which qualify the participants for workers' compensation benefits unless the participant have exhausted all workers' compensation leave, his/her own sick leave, and provided further that the Unit Member signs over any workers' compensation checks for temporary benefits to SCOE. The bank will reimburse the number of days for which the workers' compensation payment is equivalent to regular day of pay at the negotiated rate for that participant. If the carrier challenges the bank, but upon settlement of the claim, the bank shall be reimbursed by SCSS, the days used, if the workers' compensation claim has been substantiated.
7. When SCSS reasonably concludes that the applicant for a draw may be eligible for a Disability Award or a disability retirement under STRS or, if applicable, Social Security, SCSS may require that the draw applicant apply for disability retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the applicant for further catastrophic leave bank level 1 payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to catastrophic leave bank level 1 payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the catastrophic leave bank level 1 shall cease.
8. If the catastrophic leave bank level 1 and level 2 do not have sufficient days to fund a withdrawal request, SCSS is under no obligation to pay the participant any funds whatsoever. If SCSS denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, it shall notify the participant and Association, in writing, of the fact that there are insufficient days in the bank.
9. Withdrawals shall become effective immediately upon exhaustion of sick leave.

10. Once the catastrophic leave bank level 1 has been exhausted, the post 90 day lifetime catastrophic leave level 2 (11.11.6) shall become an option for Unit Members.

11.12 Administration of the Catastrophic Leave Bank Level 1 and the Post 90 Day Lifetime Limited Catastrophic Leave Level 2.

- a) SCSS shall have the responsibility of maintaining the records of the catastrophic leave banks level 1 and level 2, receiving withdrawal request, and verifying the validity of requests, in writing, to the participants and to SCSS.
- b) SCSS shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- c) Applications shall be acted upon immediately after receipt of medical verification as long as there are sufficient days in the applicable bank.
- d) SCSS shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- e) By October 31st of each school year, SCSS shall notify the Association of the following:
- f) The total number of accumulated days in the banks on June 30th of the previous year and the number of Unit Members and days per Unit Member used in the previous year.
- g) The total number of days withdrawn from the banks in the previous year.

11.13 Post 90 Day Lifetime Limit Catastrophic Leave Level 2:

- a) If a Participant exhausts their 90-day lifetime withdrawal limit from the catastrophic leave bank level 1, Association may notify Unit Members of the option to voluntarily donate up to five (5) days of accrued sick leave to the individual. For purposes of this Section a “day” means full time Unit Members’ days. Less than full time Unit Members may donate their pro-rata portion of a full time Unit Members’ day. SCSS will accept up to forty-five (45) days of donated sick leave per request. A Unit Member is not limited to one (1) request. However, Unit Members can use up to forty-five (45) days within thirty-six (36) months of the request. In all cases, Unit Members donating accrued sick leave must maintain a minimum of three times the amount of the donated leave, e.g., if an employee donates five

(5) days, they must have at least fifteen (15) days of accrued sick leave remaining. Voluntary donation of accrued sick leave is irrevocable. Donated leave in excess of leave taken shall remain in the catastrophic leave bank for subsequent request. The Association shall provide Human Resources with signed written authorizations to donate sick leave no later than forty-five (45) days after the Association has sent the request to Unit Members. Although donated sick leave may extend the time the Employee receives full pay, it shall not extend the differential/extended sick leave authorization by the Education Code.

ARTICLE 12

EXTENDED ILLNESS LEAVE

- 12.1 When a certificated Unit Member has exhausted all accrued sick leave, and continues to be absent from his/her duties on account of illness or accident for a period of five (5) school months (100 days) or less, the amount deducted from the salary due him/her shall not exceed the amount which is actually paid a substitute Unit Member employed to fill his/her position during the absence or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed. A Unit Member shall not be provided with more than five (5) month extended sick leave per illness or accident. If a school year ends before the five (5) months or (100 days) have been exhausted, and the Unit Member is still suffering from the same illness or injury, the Unit Member shall be entitled to take the subsequent year's sick leave allotment followed by the balance of the five (5) month extended sick leave remaining from the prior year. If the Unit Member becomes incapacitated due to a different illness or injury, the Unit Member shall be entitled to another five (5) months (100 days) of extended illness leave.
- 12.2 Exhaustion of All Leaves: When a Unit Member has exhausted all available sick leave, including regular accumulated sick leave and five (5) months (100 days) of extended sick leave, and the Unit Member is not medically able to resume the duties of his/her position, the Unit Member shall be placed on a re-employment list for a period of twenty-four (24) months if the Unit Member is on probationary status or a period of thirty-nine (39) months if the Unit Member is a permanent Unit Member. This twenty-four (24) or thirty-nine (39) month period begins at the end of the five (5) months (100) days extended sick leave and/or catastrophic leave, if any, under Section 11.7. If the Unit Member is medically able to return to work during the twenty-four (24) or thirty-nine (39) month period, the Unit Member shall be returned to employment in a position for which he/she is credentialed and qualified. The Unit Member does not have the right to return to a particular site or program; The Unit Member will be assigned to employment which meets the needs of the County and the students.
- 12.3 A medical practitioner's verification may be required for any leave requested under this Article.

ARTICLE 13

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 13.1 Unit Members who sustain any work-related injury or illness shall be eligible for a maximum up to sixty (60) working days for one or more separate occurrences, each fiscal year. Illness or injury so determined shall not be deducted from sick leave.
- 13.2 The Unit Member or the immediate supervisor, when the Unit Member is disabled, shall file an occupational injury or illness report within twenty-four (24) hours following an industrial injury or illness, with the Human Resources Office.
- 13.3 Allowable leave shall not be accumulated from year to year.
- 13.4 Industrial accident or illness leave shall commence on the first day of absence.
- 13.5 When a Unit Member is absent from his/her duties on account of an industrial accident or illness he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her regular monthly salary.
- 13.6 As used in this Section, Industrial Accident and Illness Leave, temporary disability indemnity shall refer exclusively to payments received from SCOE's Workers Compensation insurance carrier.
- 13.7 When an industrial accident or illness leave overlaps into the next fiscal year, the Unit Member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 13.8 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

- 13.9 During any paid leave of absence, the Unit Member shall endorse to SCOE the temporary disability indemnity checks received on account of his/her industrial accident or illness. SCOE, in turn, shall issue the Unit Member appropriate salary and shall deduct normal retirement and other authorized contributions.
- 13.10 Upon exhaustion of the industrial accident or illness leave, the Unit Member shall be entitled to the benefits listed under the Sick Leave Article.
- 13.11 Any Unit Member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the state of California unless SCOE authorized travel outside the state.
- 13.12 If verification of any industrial accident or illness is required by SCOE, SCOE shall, within two working days of written notification by the Unit Member of such accident, provide the Unit Member with a list of three (3) qualified physicians from which the Unit Members shall select one. The services of the selected physician shall be paid by SCOE.

ARTICLE 14

PERSONAL NECESSITY LEAVE

- 14.1 The Unit Member may use accumulated sick leave for purposes of personal necessity.
- 14.1.1 Up to seven (7) days of accumulated sick leave in each year may be used by the Unit Member as discretionary days. The immediate supervisor or designee shall approve any request for discretionary personal necessity leave unless the purpose of the leave is for a work action against SCOE, any other employer, or for course units towards salary placement credit.
- 14.2 Notification of personal necessity leave under Sections 14.1 and 14.1.1 of this Article shall be submitted in writing to the Unit Member's immediate supervisor or designee not later than the day before taking such leave. Personal necessity leave shall be denied if not submitted prior to taking such leave, and the Unit Member shall have been deemed to have taken leave without pay.
- 14.3 The Unit Member shall not be required to secure advanced permission for leave taken if a Unit Member of the Unit Member's immediate family dies, or if the Unit Member or a member of the Unit Member's immediate family unexpectedly becomes seriously ill, has a personal accident or automobile accident or there is serious damage to the Unit Member's own property (e.g., earthquake, fire or flood).
- 14.3.1 The Unit Member shall notify his/her immediate supervisor or designee of personal necessity leave taken under Section 14.3 of this Article prior to the beginning of the work shift in which the absence will occur, if and when the Unit Member is physically able to do so.
- 14.3.2 Upon return from a personal necessity leave granted under Section 14.3 of this Article, Unit Members shall be required to substantiate the leave by submitting a written explanation to SCOE and such verification as may be required by SCOE.
- 14.4 The definition of immediate family shall be the same as defined in the Bereavement Leave Article of this Agreement.
- 14.5 The parties agree to meet and confer upon request of SCOE if there is excessive use of personal necessity leave by Unit Members.

ARTICLE 15

BEREAVEMENT LEAVE

- 15.1 Every Unit Member shall be entitled to paid Bereavement Leave for the death of a member of the immediate family. Bereavement leave shall not exceed five (5) days for the death of the Unit Member's immediate family.
- 15.2 Bereavement leave shall not be deducted from leaves granted by other Articles of this Agreement.
- 15.3 Members of the immediate family include the spouse, child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, child-in-law, sibling-in-law.
- 15.4 Upon request, a Unit Member may be granted up to five (5) days of unpaid leave of absence for purposes of continuing "bereavement" leave. The use of unpaid leave may result in a loss of retirement credit.
- 15.5 In addition to the above, a Unit Member may utilize Bereavement Leave in the event of the death of any individual provided the decedent has designated the Unit Member as having either Power of Attorney for Health Care Decisions pursuant to California Probate Code Section 4701 or Uniform Statutory Form Power of Attorney pursuant to California Probate Code Section 4401.

ARTICLE 16

PREGNANCY DISABILITY LEAVE/PREGNANCY LEAVE

- 16.1 Unit Members are entitled to use sick leave as set forth in Article 11 for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illnesses or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbirth, but shall be limited to those disabilities described in this Section. In addition, Unit Members may be eligible for disability insurance proceeds pursuant to Article 22.13.
- 16.2 A Unit Member shall be entitled to an unpaid pregnancy leave of absence at any time after pregnancy is established. The Unit Member shall provide at least two (2) weeks advance written notice to SCOE of the need for pregnancy leave in order to facilitate obtaining a replacement. This leave shall be without pay or benefits until such time the Unit Member's physician provides medical verification that the Unit Member needs pregnancy disability leave. During the unpaid pregnancy leave, the Unit Member may maintain her health and welfare benefits coverage by submitting a check or money order to the Human Resources office prior to the first day of each month or by submitting postdated checks for the duration of the leave. Effective the first full month of the unpaid leave the Unit Member shall be obligated to pay for her health and welfare benefits. Insurance coverage will cease for any Unit Member failing to submit the cost of the insurance by the due date.
- 16.3 A Unit Member who has exhausted all sick leave (Article 11) and who is disabled because of pregnancy, miscarriage, childbirth, or recovery therefrom is entitled to use extended sick leave (Article 12) and/or catastrophic leave or leave without pay for up to four (4) months. The length of such disability leaves, including the date on which the leave shall begin and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician or medical practitioner.

- 16.4 The Unit Member is expected to establish a beginning and ending date for the Pregnancy Disability Leave with her Supervisor as far in advance of the start of the leave as possible in order to plan for a temporary replacement.
- 16.5 The Unit Member may work as long as she can perform all duties and responsibilities as confirmed by her physician or medical practitioner. If verification is required by SCOE, SCOE shall provide the Unit Member with a list of three (3) qualified physicians from which the Unit Member shall select one. The services of the selected physician shall be paid by SCOE.
- 16.6 The Unit Member may return as soon after the termination of pregnancy as she wishes, provided she presents verification from her physician or medical practitioner that she can perform all duties and responsibilities. If verification is required by SCOE, SCOE shall provide the Unit Member with the list of three (3) qualified physicians from which the Unit Member shall select one. The services of the selected physician shall be paid by SCOE. The Unit Member shall give SCOE at least fifteen (15) calendar days advance notice of the date she wishes to return.
- 16.7 The Unit Member may request up to an additional (ten) 10 days child rearing leave during which the Unit Member shall be paid at his/her regular salary, less the customary and normal amount which would be paid a daily substitute. Leave for natural mothers shall be taken consecutively at the conclusion of the pregnancy disability leave.
- 16.8 Maternity/Paternity/Parental Leave: Unit Members are entitled to take up to twelve (12) weeks of paternal leave pursuant to Education Code Section 44977.5. Unit Members may elect to utilize their available sick leave for this purpose or receive the greater of differential pay or 50% pay.

ARTICLE 17

MILITARY LEAVE

- 17.1 Unit Members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty, shall be granted such leave and military leave pay as is provided in the Military and Veteran's Code.
- 17.2 Unit Members shall be required to request military leaves in writing and to supply SCOE with copies of military orders.

ARTICLE 18

JUDICIAL LEAVE

- 18.1 SCOE shall grant leaves with full pay to Unit Members called for jury duty or subpoenaed as a court witness. The Unit Member shall submit to SCOE any fees received, excluding any mileage payments or meal expenses.
- 18.2 Unit Member placed on standby jury duty commitment, will be provided a full day substitute. If not called, the administrator will make the assignment either in the teacher's own class or a related other assignment.

ARTICLE 19

ADDITIONAL LEAVES

- 19.1 Eligibility: SCOE may grant leaves without pay for any reason SCOE deems appropriate. Only Unit Members who have completed two (2) years of service with the County Office are eligible for leaves of absence without pay, unless there is an independent statutory entitlement to the leave, such as twelve (12) weeks of child rearing leave under the Family and Medical Leave laws.
- 19.2 Purpose of Leave: Eligible Unit Members may request an unpaid leave of absence for purposes including, but not limited to, child rearing, health, study, travel, legislative service, or alternative employment.
- 19.3 Maximum Length of Leave: The maximum period of time a Unit Member may spend on an unpaid leave of absence, regardless of purpose, is three (3) years within a rolling ten (10) year period.
- 19.3.1 A Unit Member may be granted an unpaid leave of absence for up to one (1) complete school year, and if the purpose of the leave is child rearing or health, SCOE may approve a renewal of this leave on an annual basis up to a maximum of three (3) school years.
- 19.3.2 If the purpose of the leave is study or legislative service, SCOE may approve a renewal of the level of absence up to a maximum of two school years.
- 19.3.3 One year is the maximum length of absence which may be approved for an unpaid leave for all other purposes such as personal growth, travel, or alternative employment.
- 19.3.4 Leaves may be extended at the discretion of SCOE up to the allowable maximum described in this Article. Unit Members shall notify SCOE on or before March 1st of each year whether they will be returning to work following the leave or will be requesting an extension of the leave.
- 19.4 Applications for Unpaid Leave: Applications for any unpaid leave of absence shall state:

- 19.4.1 The length of leave requested, setting forth beginning and termination dates;
 - 19.4.2 The purpose of such leave;
 - 19.4.3 The reasons why such leave should be granted; and
 - 19.4.4 The benefits (if any) accruing to SCOE.
- 19.5 Unpaid leaves of absence granted under this Article shall not be counted as service time for any purpose including eligibility for sabbatical leave when available. Eligibility to participate in an early retirement incentive program is an exception. That portion of any unpaid leave of absence taken for child rearing which runs concurrently with unpaid family care leave, up to a maximum of twelve (12) weeks, shall count as service time.
- 19.6 Insurance coverage extended to Unit Members by action of this Agreement may be continued for personnel on any unpaid leave. The Unit Member shall be responsible for submitting a check or money order to the Human Resources Office prior to the first day of each month, or postdated monthly checks for the duration of the leave. The Unit Member shall be responsible for the full cost of such insurance. Insurance coverage will cease for any Unit Member failing to submit the cost of the insurance by the due date.
- 19.7 Factors to be considered by SCOE when making a decision relevant to leaves covered by this Article shall include:
- 19.7.1 Information provided in the leave application;
 - 19.7.2 The needs of the Unit Member (physical, emotional, etc.);
 - 19.7.3 Such other factors SCOE deems appropriate.
- 19.8 If the request for leave is denied, SCOE shall notify the Unit Member in writing, stating the reason for such denial within twenty (20) working days of the application.
- 19.9 If a Unit Member requests a non-paid workday without reimbursement to attend a class or conference which offers continuing education units or credits, then the Unit Member shall be eligible to receive credit for these units towards salary

advancement, if the units are approved by the Unit Member's supervisor in accordance with the criteria in Section 25.4.

- 19.10 If the death of a student occurs, that student's current teacher shall be granted paid release time to attend funeral services. In addition, the student's other service providers or prior teachers may request release time from their supervisor to attend funeral services.
- 19.11 If the death of a coworker occurs, a Unit Member may request release time from their supervisor to attend funeral services.
- 19.12 Unit Members shall be afforded reproductive loss leave consistent with the provisions of Government Code Section 12945.6.

ARTICLE 19A

UNPAID FAMILY CARE LEAVE

19A.1 Unit Members who have completed one (1) year of service of at least 60% F.T.E. during the previous school year shall be granted, upon request, unpaid leave of absence for up to 12 workweeks within a rolling 12-month period for the purpose of caring for a new baby or newly adopted baby or for a child, spouse, or a parent with a serious health condition or for the Unit Members own illness. A rolling 12-month period means the 12-month period commencing on the first date that FMLA/CFRA leave is taken and counting backward from that date. This 12-workweek period shall include and run concurrently with the ten (10) days of paid child rearing leave available under Section 16.7 and catastrophic illness leave under Section 11.11; however, this leave does not include personal necessity leave and other sick leave and will commence after use of personal necessity leave and other sick leave.

19A.2 The Unit Member shall provide reasonable advance notice to SCOE of the need for: a family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave is known more than thirty (30) days prior to the date a leave is to begin, the Unit Member must provide at least thirty (30) days written advance notice. If the Unit Member does not have thirty (30) days prior notice, the Unit Member shall provide reasonable notice.

19A.3 Verification by a health practitioner may be required by SCOE to validate the serious health condition of the child, spouse, or parent. SCOE may not require the health practitioner to disclose the nature of the health condition, but the fact that the family member has a serious health condition.

19A.4 Family care leave is an unpaid leave of absence except for days which run concurrently with paid leave (see 19A.1). SCOE shall maintain health insurance

benefits at the Employer's regular contribution level (Article 22) for the duration of the leave taken under 19A.1, not to exceed 12 workweeks in a 12-month period. SCOE may recover the premium paid for the Unit Member during the leave if the Unit Member fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the Unit Member to leave or other circumstances beyond the control of the Unit Member.

19A.5 This Section of the contract may be reopened at the request of either party when the final state regulations have been adopted.

ARTICLE 19B

PARTIAL LEAVES

- 19B.1 A Unit Member who has completed at least two years of service with the County Office may request a leave of absence from a portion of the Unit Member's full-time assignment (e.g., .25 FTE, or .5 FTE). Such leave may be granted by SCOE for one school year provided SCOE is able to cover the remainder of the Unit Member's assignment. If SCOE denies the leave, the Unit Member may request reasons in writing. Partial leave for the following school year must be requested by March 1st.
- 19B.2 If the Unit Member's circumstances change, the Unit Member may rescind the request for partial leave prior to the time a replacement has been hired or assigned. Once a replacement has been hired, the partial leave cannot be rescinded.
- 19B.3 A Unit Member on a partial leave may request that the partial leave be renewed on an annual basis up to a maximum of three (3) school years. SCOE may deny the request to renew the leave. Once a Unit Member has been on partial leave for three (3) school years, the Unit Member must return to full-time status or submit a written resignation from the portion of the assignment the Unit Member has been on leave. If the Unit Member resigns a portion of the assignment the Unit Member will be on a partial contract permanently.
- 19B.4 A Unit Member who is on a partial contract may apply for vacant positions in accordance with Article 10.8.

ARTICLE 20

SAFETY

- 20.1 Unit Members shall not be required to work under unsafe or unhealthy conditions or perform tasks which endanger their health or safety. When SCOE becomes aware of an unsafe working condition in the workplace, SCOE shall make every reasonable effort to inform all employees assigned at that workplace, including DIS, as early as practicable. An unsafe working condition includes but is not limited to extreme and dangerous weather events or a lockdown. SCOE shall make every reasonable effort to notify affected employees when the unsafe working conditions have been resolved, as early as practicable.
- 20.2 Any Unit Member who observes a working condition which is believed to be unsafe or unhealthy shall report such conditions in writing including the reasons for believing it to be unsafe or unhealthy, to his/her immediate supervisor. The immediate supervisor will respond in writing within one (1) week as to how the unsafe or unhealthy condition has been or shall be remediated if such remediation is legally possible.
- 20.3 A Unit Member may use such reasonable force as is necessary and legally appropriate to protect himself/herself from attack, to protect another person, to prevent damage to property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a student.
- 20.4 Unit Members shall immediately report in writing cases of assault or threatened assault suffered by them in connection with their employment to the appropriate law enforcement and authorities with a copy to their immediate supervisor (form provided). The immediate supervisor shall promptly report the incident to the Superintendent.

- 20.5 SCOE shall carry insurance to cover the cost of the county-owned material or equipment. The Unit Member shall take precautions and treat the county-owned material or equipment as if it were his/her own.
- 20.6 SCOE will reimburse Unit Members for the loss or damage to the Unit Member-owned instructional equipment and/or instructional materials with a value in excess of \$25 and less than \$200, provided that the Unit Member has registered the item(s) and received the prior written approval of the Unit Member's immediate supervisor. Such items shall not be reimbursed without this prior written approval. A form shall be available for this purpose.
- 20.7 When a class with a single assistant has ten (10) or more students and one or more requires more than the usual amount of physical assistance during any part of the school day, the class will be provided one of the following two options:
- a) An additional full-time assistant.
 - b) The use of additional help will be provided during the time the unusual amount of physical assistance is required. The choice of the two options will be made by the administrator. Classes with less than ten (10) students having two or more students who require more than the than the usual amount of physical assistance will have the same two options. The choice of the two options will be made by the administration.
 - c) Upon written request of the Unit Member, appropriate lifting equipment will be made available.
- 20.8 Unit Members shall comply with state law regarding medical procedures and equipment.
- 20.9 A copy of SCOE's liability policy shall be provided for the Association with a summary sheet for all Unit Members.

ARTICLE 21

NOT USED

ARTICLE 21A

REDUCED WORKLOAD OPTION

21A.1 Unit Member of the Association may apply for a reduced workload option under Education Code 22713 and 87483, provided they meet the following eligibility criteria:

a) Eligibility:

1. Must be at least 55 years old before the start of the reduced workload period.
2. Must have at least 10 years of creditable service with CalSTRS or CalPERS, including five years of full-time service immediately preceding the reduction, without a break in service.
3. Applications must be submitted by March 1st for the following school year.

b) Workload and Duration:

1. The reduced workload shall be at least 50% of a full-time contract.
2. The agreement may be for one (1) or two (2) school years and must begin and end with the school year.

c) Compensation and Benefits:

1. Salary shall be a pro-rata share of what the Unit Member would have earned full-time.
2. Employees working less than 75% of a school year shall not advance on the salary schedule.
3. The Unit Member shall receive health benefits as if employed full-time during the agreement.
4. Both the Unit Member and the County Office shall contribute to CalSTRS or CalPERS based on the full-time salary.

d) Separation from Service:

- A Unit Member who retires or separates before the end of the school year shall not receive full-time service credit or medical benefits for that year, and
- Must reimburse SCOE for the pro-rata portion of full-time medical benefits received.

e) Eligibility Exceptions:

Exceptions may be made for Unit Members who fail to submit their request by March 1st. Exceptions must be agreed upon, in writing, by SCOE and the Association.

ARTICLE 22

UNIT MEMBER BENEFITS

- 22.1 SCOE shall make available hospital and medical insurance to Unit Members through contract or self-funding. No change in the health plan provider shall be implemented unless such change(s) is mutually agreed upon. SCOE shall not be responsible for maintaining benefits that were changed by the health plan provider. Should the provider no longer offer the 100% PPO Prudent Buyer Option I plan, SCOE shall fully cooperate in good faith with the Association in attempting to find and to contract with the most similar plan available in the market. SCOE shall solicit proposals from any and all health plan providers contacted and referred to them by the SCOE benefits unit, SACP or the joint SCOE/SACP Benefits Committee. Section 22.1 will be subject to the grievance procedure in the collective bargaining agreement. Grievances about alleged violations of this (Section 22.1) shall be subject to binding arbitration; however, the arbitrator shall have no authority to require either the SACP or SCOE to accept a particular healthcare provider. All Unit Members shall be offered a menu of medical/hospital Benefits from which to choose from three (3) PPO Plans and at least one HMO.
- 22.2 SCOE shall make dental insurance, including orthodontia, available to all eligible Unit Members and their dependents through contract or self-funding. No change in benefits to Unit Members shall be implemented unless such change is mutually agreed upon.
- 22.3 SCOE shall make vision care insurance available to all eligible Unit Members and their dependents through contract or self-funding. No change in benefits to Unit Members shall be implemented unless such change is mutually agreed upon.
- 22.4 Unit Members working 50% to 75% shall receive a prorated share of the medical and health benefits CAP described in this Article. Unit Members working 75% or more shall receive the full medical benefits CAP as described in this Article.
- 22.5 Effective July 1, 2025, SCOE shall provide a CAP health benefit of \$13,000 annually to all Unit Members.

- 22.5.1 SCOE shall make full health benefits premium (medical, dental, and vision insurance) available to Unit Members who retire during the term of this Agreement. This benefit shall be effective for a period of sixty (60) months or until the Unit Member reaches the age of sixty-five (65), whichever comes first after the date of retirement of the Unit Member. Dependent coverage shall be available at no cost to SCOE. To be eligible for this benefit, the Unit Member shall have been employed by the employer a minimum of fifteen (15) years with the last five (5) years being consecutive and be at least fifty-five (55) years of age at the date of the commencement of the benefit. SCOE shall prorate the health benefits premium for 50% up to 75% employees who retire during the term of this Agreement. A Unit Member's pro rata premium benefit will be based on an average of their last three (3) years employment with SCOE, except Unit Members working on the reduced workload option pursuant to Article 21, who will receive the full benefit.
- 22.5.2 Unit Members who meet all of the above requirements for receiving paid retiree health benefits may elect to waive receipt of such benefits and receive a lump sum distribution to a HRA or SCOE-sponsored 403(b) in lieu of retiree benefits. Such election shall be made by written notification to the Payroll Department not less than thirty (30) calendar days prior to the effective date of retirement. Such lump sum entitlement shall be computed pursuant to the formula approved by the Superintendent and ratified by the SACP. Said formula shall be based on the monthly cap at the date of retirement multiplied by the number of months of entitlement prior to the age of sixty-five (65). Any election to waive future retiree benefits shall be irrevocable. Once the option for a lump sum distribution to a HRA or SCOE-sponsored 403(b) has been exercised, if an employee is reinstated to active service, that person shall be required to maintain health and welfare benefits as an active employee, but will be ineligible to accrue any retiree health and welfare benefits.
- 22.6 Insurance coverage extended to retired Unit Members by action of this Agreement may be paid for monthly by personal check. The Unit Member shall be responsible for submitting a check or money order to the Human Resources Office prior to the first day of each month, or postdated monthly checks for the duration of the year.

- 22.7 Unit Members on unpaid leave of absence may continue their insurance coverage. The Unit Members shall pay the total cost of the premium. Personal checks (one for each month of the requested leave), in the amount of the premium for requested benefits, must be submitted to the Human Resources Office no later than the first (1st) day of the month in which the leave is to begin.
- 22.8 SCOE shall participate in the Medicare supplement buy-in program as provided by state law.
- 22.9 SCOE shall make full COBRA disclosure to any Unit Member or qualifying family member in a timely manner.
- 22.10 SCOE shall provide each Unit Member with a fully paid income protection plan.
- 22.11 SCOE shall provide each Unit Member with a basic life insurance plan for \$50,000.00. Not to exceed \$10 per month premium per employee.
- 22.12 In the event of the demise of a retired Unit Member, a dependent covered continuously since the date of retirement under the former Unit Member's coverage shall be allowed to continue such coverage.
- 22.13 Disability Benefits: A Unit Member who has been employed for a minimum of ten (10) years and who is placed on the thirty-nine (39) month reemployment list as a result of utilizing all available sick leave, extended sick leave and/or catastrophic leave or who has taken STRS/PERS disability retirement shall be entitled to receive the health benefits for a period of twenty-four (24) calendar months after the date of disability retirement or the date the Unit Member is placed on the reemployment list. There will be no-copay for the disabled Unit Member's share of the premium. This benefit shall be available only one time during the employment of the Unit Member. A Unit Member who fully expends this benefit while placed on the thirty-nine (39) month reemployment list or STRS/PERS disability retirement and who returns to work before the end of that period shall not be able to claim this benefit again upon retirement. If a disabled Unit Member expends only a portion of the allotted disability medical benefit and returns within the thirty-nine (39) month reemployment period, he/she would be able to claim only that portion of benefits

(i.e., twenty-four (24) months less the number of months used) remaining. Dependent coverage shall be available at no cost to SCOE. The Unit Member shall be responsible for submitting a check or money order to the Human Resources office prior to the first day of each month, or postdated monthly checks for the duration of the year for any dependent coverage.

ARTICLE 23

CLASS SIZE AND CASELOAD

A. SPECIAL EDUCATION

23.1 SCOE shall maintain the class size and caseload in compliance with the rules and regulations of the Stanislaus Special Education Local Plan Area (SELPA) and the State Education Code. SCOE and the Association understand and acknowledge that these class size limitations are established by SELPA and may be changed at any time by SELPA. A copy of the most recent caseload and class size standards is attached as Appendix G.

23.1.1 When actual student attendance exceeds the SELPA loading standards for a classroom by 10% ADA over ten (10) consecutive student attendance days, or when a DIS caseload exceeds the SELPA loading standards by 10%, the Unit Member may request a meeting with the immediate supervisor, union representative, and Assistant Superintendent or their designee to discuss options to maintain class size and caseload (see Appendix H). This meeting should take place within ten (10) working days and culminate in a written summary addressing the issue.

23.1.2 Potential Class List/Caseload Accommodations for purposes of this Article are attached in Appendix H.

23.2 Itinerant Caseload Accounting: Itinerant classifications are; Assistive Technology Specialist, Speech and Language Pathologist, Teacher of Deaf or Hard of Hearing, Infant Toddler/Early Start Teacher, and Teacher of Adapted Physical Education. The itinerant caseload direct service level is calculated using the following factors:

Minutes per Month of Individual Service Time per Student	Caseload Accounting Weight
1-30	0.25
31-60	0.50
61-90	0.75
91-120	1.0
121-150	1.25
151-180+	1.50

- 23.3 Orthopedic Impairment Inclusion, Visual Impairment/Orientation and Mobility will have caseloads evaluated individually with the direct Supervisor.
- 23.4 Each special education class and resource specialist shall have at least one (1) para educator assigned.
- 23.5 Any regularly assigned para educator shall be placed only after a teacher has been invited to take part in any interview process.
- 23.6 Certificated employees shall be provided with resources to support a safe learning environment, including but not limited to substitute paraeducators.
- 23.7 To provide Unit Members who are implementing new core curriculum the necessary skills to ensure success, the teacher may be granted up to five (5) days per year of in service, as approved by their program administrator, in each new core area, as state adopted. The teacher may be released with a substitute provided or if the training is not offered at any time when school is in session, a curriculum in-service rate (Stanislaus County office of Education substitute rate) will be paid to the teacher.

B. EDUCATIONAL OPTIONS

23.8 The criteria for establishing and maintaining optimum caseload/class size are as follows 1) Safety; 2) Compliance with state and federal regulations; 3) Providing positive/productive educational settings which offers students the opportunity for effective educational outcomes; and, 4) Availability of facilities.

23.9 COMMUNITY SCHOOL CLASSES

23.9.1 When a Community School Class exceeds an average class size of twenty-two (22) or more ADA attending class for ten (10) consecutive days, by the twelfth (12th) day a short-term para-educator will be placed in the classroom. If the class drops to twenty (20) or less, the additional short- term para educator will be removed after ten (10) days.

23.9.2 When a Community School Class exceeds an average class size of thirty (30) ADA, attending class for ten (10) consecutive days, one of the following options will occur: 1) Students may be placed in Independent Study; 2) Hire a teacher 3) Collapse an Independent Study class and reassign the Unit Member to a Community School classroom, where he/she will teach their own class or team teach with the impacted Unit Member.

23.9.3 The principal will notify the Unit Member of the selected option.

23.10 INDEPENDENT STUDY

23.10.1 The recommended caseload for Independent Study classes is thirty (30) regularly attending students.

23.10.2 When the number of students regularly attending on an Independent Study Caseload exceeds thirty (30) students for ten (10) consecutive school days, the Principal shall submit the appropriate paperwork to hire an additional Independent Study teacher and provide a copy to the Unit Member.

23.11 SPLIT ASSIGNMENTS

For teachers with split assignments (i.e., community school and independent study) the Independent Study Caseload shall not exceed five (5) regularly attending students per period assigned or its equivalent (one student for one hour for each school day).

23.12 VOLUNTARY WORKDAY EXTENSION

Nothing contained within this Article shall preclude a teacher from voluntarily accepting an extension of their workday at their hourly per diem rate for activities or responsibilities outside of their own classroom or caseload, with prior authorization.

ARTICLE 24

DAYS AND HOURS

24.1 A standard academic workday means a minimum of six (6) hours of work, except for Certificated Naturalists whose workday is eight (8) hours of work. The number of working days required of Unit Members employed for a traditional school year shall not exceed one hundred eighty-four (184) days per school year and one hundred and eighty (180) days shall be designated as instructional days (i.e., student attendance days for ADA purposes). Additional days are possible upon mutual agreement of SCOE and the Unit Members. Unit Members shall be compensated for working days that are in excess of one hundred eighty-four (184) at the Unit Member's regular rate of pay.

24.1.1 Two (2) non-instructional teacher preparation days shall be included in the total number of working days required by SCOE. These days are to be utilized by the Unit Member for the purpose of program/classroom preparation. During these two (2) days, the Unit Members program administrators may require that up to four (4) hours be used for program orientation/in-service. An agenda will be provided to the Unit Members forty-eight (48) hours prior to the meeting. If the JFK program administrator finds it necessary to provide orientation/in-service for para educators, the orientation/ in-service may be conducted concurrently with teaching staff.

24.1.2 Two (2) non-instructional Professional Development days shall be included in the total number of working days required by SCOE.

24.2 SCOE may grant paid per diem in-service days for required training and as deemed necessary. Required trainings (e.g., child abuse reporting, bloodborne pathogens, keeping and giving medications, and confidentiality) may be offered in a group or individual setting. It is the Unit Member's discretion in which setting they shall complete the trainings.

- 24.3 Unit Members may attend at least one (1) conference annually at the Unit Member's discretion with SCOE's input and approval. The conference days will be a paid workday(s) and may be spent outside Stanislaus County. Costs for such SCOE approved conferences shall be reimbursed up to a maximum of \$1,000 per conference day according to SCOE's Administrative travel policy. If a Unit Member's proposal exceeds the allotted amount, the travel authorization shall be reviewed by a Cabinet level administrator to be considered for approval.
- 24.3.1 If a Unit Member does not use the full reimbursement per conference day allocation (i.e., per diem rate), the unused portion(s) shall not carry forward or accumulate.
- 24.4 A substitute or appropriate staff support person shall replace the Unit Member in his/her assignment if necessary.
- 24.5 The Unit Member shall be at his/her workstation/site before his/her first class begins and remain until after his/her students are dismissed, or after the first class leaves from the work sites of the Unit Member, whichever is later. All Unit Members shall be prepared to perform their certificated duties before student contact. To ensure student safety, it is understood that Unit Members working in certain programs may be required to receive a student(s) before the first class begins and remain throughout scheduled student contact time.
- 24.6 Unit Members in programs that operate in a shorter session or a double session such as Early Intervention or Educational Options (community classroom) shall be required to work a standard academic workday equivalent to that worked by other bargaining Unit Members.
- 24.7 Unit Members are required to perform assigned duties outside the standard academic workday. These duties outside the standard academic workday include county staff meetings (an average of two (2) per month on a regularly scheduled basis, which except in case of an emergency attendance will not be required beyond ninety (90) minutes; Back-to-School Night and Open House (Special Day Class Teachers); and teacher pre-scheduled conferring and counseling with pupils, parents and staff. An effort shall be made to ensure the reasonableness of such assignments and to make an equitable distribution of them among Unit Members.

24.8 When a Unit Member is unable to attend a staff meeting following the standard academic workday, they will request, in advance, their supervisor's approval of their absence. Unit Members who do not attend staff meetings beyond the standard academic workday shall complete either an alternative, relevant, mutually agreed upon assignment, or provide documentation of a medically related absence.

24.8.1 Unit Members that do not receive prior approval or have not provided documentation or a mutually agreed approved alternative assignment, shall be subject to progressive discipline pursuant to Article 8A.

24.9 When SCOE determines that a special education student (pre-formal through high school) enrolled in a special day class will be absent for an extended period of time based on a physician's recommendation (i.e. health, surgery, etc.) the student's teacher shall continue to provide educational support for up to two (2) visits of up to sixty (60) minutes instructional time by the Unit Member per semester per student. The timing, duration and location of the visits will be determined by the Unit Member, administrator or his/her designee and the parent/guardian. A para-educator or service provider will be available to accompany the Unit Member during such visits. If the educational support is provided outside of the Unit Member's standard academic workday the Unit Member shall be provided per diem pay.

24.10 SCOE shall provide two (2) breaks of not less than ten (10) minutes in length for all Unit Members except in emergencies.

24.11 Unit Member shall receive a duty-free lunch period of not less than thirty (30) consecutive minutes.

24.12 No Unit Member shall be required to extend his/her work year.

24.12.1 Unit Members, upon mutual consent of the Superintendent or the Assistant Superintendent of Human Resources may extend their work year at per diem rate for all days/hours worked.

24.13 If a site administrator or his/her designee requires a Unit Member to serve as a substitute during the Unit Member's prep period, the Unit Member shall be paid their hourly rate (based on per diem) for this substitute service.

24.14 When all Independent Study teachers at a site are full with a caseload not exceeding thirty (30) students, all Educational Options teachers at that site may be offered, and assigned based on seniority, up to five (5) additional Independent Study students. These additional Independent Study students will not exceed five (5) students, no more than two (2) students per day, and additional students will be seen outside of the teacher's regular six (6) hour workday. Teachers will be paid hourly curriculum rate per student, for those additional students.

24.15 EXTENDED SCHOOL YEAR (ESY)

Certificated Unit Members working outside their credentials ESY will be paid at the hourly curriculum rate. Unit Members working under their credential shall be paid as provided by Articles 24.16 and 24.17. The work hours for ESY teachers assigned as special day class teachers will be thirty (30) minutes longer than the student instructional time. For example, if the student day is four (4) hours, the ESY teacher's workday will be four and one-half (4½) hours. This provision does not apply to alternative education teachers in the independent study program, who shall be paid for the actual instructional time only; however, Independent Study teachers shall not be asked to supervise students when the instructional day has ended.

24.15.1 County Unit Members shall be offered all ESY jobs before these jobs are offered to outside Unit Members.

24.15.2 County Unit Members shall be offered ESY employment based upon length of service with the Stanislaus County office of Education.

24.16 Unit Members rendering full-time service during each ESY session will accrue hours of sick leave equivalent to the number of hours in the Unit Member's ESY workday. For example, a Unit Member working less than full-time service will acquire half of the Unit Member's workday hours or for every thirty (30) hours of work, earn one (1) accrued hour of sick leave, whichever is greater. If the Unit Member does not use these sick hours during the ESY, the unused sick leave hours will accrue. The Unit Member may use up to one (1) ESY day of paid sick leave during ESY. For purposes of ESY leaves beyond the accrued time shall be unpaid and may include Bereavement, unexpected Military leave, Jury Duty, and industrial accident. Upon return to ESY assignment the Unit Member will continue

to receive per diem rate. Unit Members shall earn one (1) day of sick leave per ESY session.

24.17 Unit Members who teach ESY shall be paid an hourly rate based on the instructional day plus thirty (30) minutes beyond the instructional day. This provision does not apply to alternative school teachers in the independent study program, who shall be paid for the actual instructional time only. Special Education Certificated Unit Members who work for the full ESY schedule shall be paid their per diem rate if the following conditions are met:

Either:

- a) The Unit Member must continue to work in the same class/caseload with the same students at their regular school year. In cases where there are not enough students attending to fill all classes and students are blended to create fewer classes, the assignment shall be offered to teachers in order of how many students they have in the blended classes, with the teacher having the most students being offered the position first, or, the Unit Member is hired by the SCSS to teach an ESY class for which they are appropriately credentialed and experienced with the applicable student population.
- b) The Unit Member must work the full ESY or be unable to complete the ESY due to circumstances beyond their control.
- c) No job sharing occurs.
- d) DIS services have to be required by the student's IEP.

24.18 Educational Options:

For the ESY, Educational Options teachers shall not be assigned an initial caseload greater than thirty-five (35) students. If enrollment in an ESY Educational Options Teacher's caseload is greater than thirty-two (32) students at the end of the (2nd) week of instruction, caseloads shall be rearranged to ensure that no teacher will have a caseload exceeding thirty-two (32) students. Educational Options teachers' workdays for ESY will directly correlate with their caseloads.

24.18.1 Certificated Unit Members working ESY will be paid the hourly per diem

rate as specified in the Column C Step 3 cell of the SACP salary schedule.
For calculation purposes, 1 student = one hour/week.

24.18.2 The Unit Member must work the full ESY or be unable to complete ESY due to circumstances delineated in Article 24.16.

24.18.3 Regular Unit Members assigned to work the extended school year will be paid at the rate specified above as long as the Unit Member holds the appropriate credential for the assignment. If the Unit Member does not hold the appropriate credential they shall be paid thirty-five (\$35.00) an hour.

24.18.4 No job sharing occurs.

ARTICLE 25

SALARY SCHEDULE

- 25.1 The Certificated Salary Schedules are referenced in Appendix L. Effective July 1, 2025, all Certificated Salary Schedules shall be increased by one and one-half percent 1 1/2 (1.5%). Initial placement on the salary schedule shall be made by the Superintendent or his/her designee with certificated experience being granted on the basis of one step for each year of verified prior certificated experience. The parties agree that the term "verified prior certificated experience" shall include experience teaching in a private school if the Unit Member was credentialed while engaging in such teaching. Nurses shall be granted one year of credit for each year of verified certificated experience and/or prior registered nursing experience. Full unit value shall be given for relevant college credit (post Bachelor's degree, upper division, or graduate units) which is approved by the County Superintendent and completed at accredited colleges or universities after the receipt of the Bachelor's Degree (or equivalent). All units shall be verified with official transcripts, and the Unit Member shall be placed at the appropriate step and column for the initial year.
- 25.2 After initial placement, a Unit Member shall move down one (1) step per year of service. Unit Members shall work at least seventy-five (75) percent of the work year to receive annual step movement for that year (this is equivalent to one hundred thirty-six [136] workdays). New Unit Members hired after the start of the school year, will be notified as to whether they will be able to meet this requirement.
- 25.2.1 Regular part-time Unit Members who accumulate the equivalent of one hundred thirty-six (136) days of service during any two (2) consecutive fiscal years shall be allowed to move vertically on the salary schedule at the beginning of the third (3rd) year.
- 25.3 Unit Members shall move from one (1) unit column to the next, provided that official transcripts supporting the claimed number of units earned are presented to SCOE on or before October 1st. Official transcripts shall be submitted by October 1st or the credit for the units will not be granted until the following year.

- 25.3.1 In special circumstances, the requirement for units being from an accredited college or university may be waived by prior approval of the immediate supervisor and the Superintendent or designee, provided that the course is related to the Unit Member's teaching assignment.
- 25.4 Continuing Education Units (CEUs):
- Unit Members shall be entitled to receive one (1) unit of credit toward the next unit column on the salary schedule for successful completion of each fifteen (15) hours of continuing education units (C.E.U.'s) which are specifically related to the Unit Member's field of work and which have been approved in advance by the Unit Member's immediate supervisor. No credit for movement on the salary schedule shall be given for C.E.U.'s taken on release time or conference days or for C.E.U.'s which are not related to the Unit Member's field of work. A Unit Member may earn credit for C.E.U.'s taken at a conference attended on the Unit Member's own time for which conference fees are paid by SCOE provided the Unit Member pays for the cost of the unit(s).
- 25.5 Except in extenuating circumstances, all courses shall have prior approval of the immediate supervisor and Superintendent or his/her designee. Unit Members enrolled in credential programs need submit only a general listing of courses that will compromise the credential program for prior approval. Reason for denial shall be provided in writing if requested by the Unit Member.
- 25.6 A teaching credential or the appropriate authorization necessary to hold the position is required for placement in Columns A, B, C, and D of the salary schedule. A preliminary or clear credential for the assignment is necessary for placement in Column E or F. A Unit Member with an emergency credential or waiver must complete six (6) semester units per year to be considered for re-employment or to make a vertical move on the salary schedule.
- 25.7 All Unit Members who serve less than full-time shall receive salary in direct proportion to the percentage of time worked by a full-time Unit Member.

25.8 Longevity steps are:

Column D Step 17 and 20

Column E Steps 19, 22, 25 and 28

Column F Steps 19, 22, 25, 28 and 31

To qualify for longevity pay, the Unit Member shall have been credited at least that number of years in the County Office service OR shall have served at least three (3) years on the last regular step of Columns D or E or combination of Columns D, E, or F. Step placement on the salary schedule represents years of service credited and/or served.

For example, a Unit Member who has been on Column D, Step 17 for three (3) years and who acquires 60 units would be moved to Column E, Step 20. A Unit Member who has been on Column E, step 22 for two (2) years who acquires seventy-five (75) units will be moved to Column F, Step 24. That Unit Member would have one (1) more year to serve before moving to Step 25. A Unit Member who has been on Column D, Step 17 for two (2) years in Column E, Step 19 for one (1) year and who acquires seventy-five (75) units will be moved to Column F, Step 20.

25.9 When SCOE decides to establish a stipend position, SCOE will post the position, describing the responsibilities and the amount of the stipend. The notice will be posted at the site, department or within the credential classification, whichever is applicable. The notice shall be posted for five (5) working days, and Unit Members who meet any stated qualifications and who apply in writing shall be interviewed. SCOE may discontinue any stipend position after the posted term.

25.10 SCOE shall provide an annual stipend to be paid in addition to the salary for each Unit Member holding a Master's Degree. Unit Members shall provide written verification of completion of the Master's Degree whether it be by test or thesis from the university on or before October 1st. Official transcripts verifying completion of the Master's Degree shall be submitted by October 1st or the credit for the Master's Degree will not be granted until the following year.

25.11 SCOE shall provide an annual stipend for SLPS, Audiologists, and Assistive Technology Specialists holding ASHA certification ("eligible holders") who maintain

and provide annual verification of a ASHA Certification. All eligible holders shall show proof of ASHA certification to SCOE on or before October 1st of each year to be eligible to receive the October 31st stipend payment.

- 25.12 SCOE shall provide an annual stipend for those SLPs qualified and selected by the Mentee to perform Clinical Fellowship Mentor/RPE Supervisor duties for a SCOE-employed SLP needing to complete their Clinical Fellowship or Required Professional Experience (RPE). SLPs shall provide written verification of Mentor/RPE Supervisor qualifications to SCOE on or before October 1st. Per ASHA guidelines, this equates to a minimum of 36 hours of supervision.
- 25.13 SCOE shall provide an annual stipend for those Nurses holding a Nurse Practitioners (Advanced Practice) Certification License and may be required to fulfill work assignments in which the license is used to provide health physicals (eligible holders). All eligible holders shall show proof of the Nurse Practitioners (Advanced Practice) Certification License on or before October 1st of each year to receive the October 31st stipend payment.
- 25.14 Each Unit Member holding a Special Education classification position will receive an annual stipend.
- 25.15 Unit Members in the Extensive Support Needs classification who are assigned to teach in a Special Day class for PK-8 Autism or JFK Severely Handicapped (SH) Behavior programs shall receive an additional annual stipend.
- 25.16 Hard-to-Fill Bonuses
- 25.16.1 SCOE and the Association recognize that, due to current labor market conditions, it may be difficult to recruit and hire employees in certain positions within the bargaining unit.
- 25.16.2 Hard-to-fill positions are identified as, Full Inclusion Teacher - Visually Impaired and Mobility, Teacher of the Deaf or Hard of Hearing or Full Inclusion Teacher- Deaf or Hard of Hearing, School Nurse and Speech and Language Pathologist.
- 25.16.3 SCOE will annually notify the SACP by April 1st of which of the positions identified in 25.16.2 will be eligible for the hard-to-fill

- bonus for the following academic year.
- 25.16.4 SCOE shall provide the hard-to-fill positions identified in 25.16.2 with a one-time hard-to-fill signing bonus of \$5000.
- 25.16.5 Payment for the hard-to-fill bonus will be paid directly to the employee on the employee's first contractual paycheck.
- 25.16.6 The certificated staff receiving the sign-on bonus and who return for the second (2nd) year, shall not be eligible to transfer out of the job classification without County Superintendent's approval for two years from the date of hire within the classification.
- 25.17 No later than November 30th of each year, SCOE shall furnish each Unit Member with their placement on the salary schedule, including units earned and credited step placement.
- 25.18 Upon payroll deduction authorization from the Unit Member, SCOE shall deduct from the salary of that Unit Member and make remittance for eligible voluntary deductions.

ARTICLE 26

MILEAGE

- 26.1 All Unit Members who are required to provide their own transportation in any aspect of their work assignment shall be reimbursed for mileage at the rate established by the IRS.
- 26.2 Unit Members shall receive mileage reimbursement based on assignment. The assignment shall be established at the beginning of the school year and can change only if the Unit Member moves to a new assignment and/or site during the school year. Unit Members must log any qualified mileage.
- 26.2.1 Non-Itinerant Unit Members assigned to a single site will be paid for work-related miles between an established beginning work site with an ending work site which may or may not fluctuate (e.g., Special Day Class Teachers, Community School, etc).
- 26.2.1A Mileage claims submitted apply to all work-related miles driven between a beginning and an ending "work site." Beginning and ending sites do not include the Unit Member's home (e.g., miles driven between home and a beginning or ending site should not be included in a mileage reimbursement claim).
- 26.2.2 Itinerant Unit Members assigned to more than one site per day shall be paid for work-related miles traveled between sites and a primary worksite.
- a) Itinerant "Primary Worksite" shall be mutually agreed upon between Unit Member and manager based on caseload assignment and prior to first mileage submission of the school year. If caseload assignment changes during the school year, Unit Member and manager may meet to discuss new "primary worksite."
- b) If the primary worksite is not mutually agreed upon, then the Assistant Superintendent of Human Resources or Designee shall establish the primary worksite.
- 26.3 Unit Members shall be granted a monthly mileage reimbursement based on the actual job-related miles traveled in each month. Mileage shall be logged and reported to the Employer by the fifth (5th) of the following month. Reimbursement shall occur within one (1) months' time.

- 26.4 Mileage payments shall be separated from the Unit Member's monthly salary payment.
- 26.5 Unit Members shall not receive mileage reimbursement for the entire days they do not work.
- 26.6 When Unit Members on occasion drive to an alternative work location for work-related reasons such as seminars, trainings, workshops, meetings or other reasons, the Unit Member shall be paid for mileage based on the mileage from their SCOE assigned work site or their point of origin, whichever is closer.

ARTICLE 27

MANAGEMENT RIGHTS

- 27.1 SCSS retains all rights, powers, and duties vested in him/her by law except as explicitly modified and/or limited by the terms of this Agreement.
- 27.2 SCSS further retains the right to manage, direct, and supervise the activities of Unit Members except as explicitly modified and/or limited by the terms of this Agreement.

ARTICLE 28

SEPARABILITY AND SAVINGS

- 28.1 If any provision of this Agreement or any application of this Agreement to any Unit Member or group of Unit Members is held to be contrary to law by a final court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 28.2 If either SCOE or the Association requests reconsideration of any provision held to be invalid by this Article, the negotiations on said invalid provisions shall be reopened within ten (10) working days of receipt of notice of such a final court decision or change in operation of law.

APPENDIX A

Unit Members in the following classifications are included in the bargaining unit:

1. Assessment and Orientation Counselor
2. Assistive Technology Specialist
3. Counselor
4. Educational Audiologist
5. Educational Options
 - Educational Options – Independent Study/Community School/Career Technical Education
 - Educational Options – Reading Language Arts Intervention
 - Educational Options – Stanislaus Military Academy (SMA)/ Tactical Character Academy (TCA)
6. Full Inclusion Teacher
7. Full Inclusion Teacher – Deaf or Hard of Hearing
8. Full Inclusion Teacher – Orthopedic Impairment
9. Full Inclusion Teacher – Visual Impairment/Orientation and Mobility
10. Infant Toddler/Early Start Teacher
11. Naturalist
12. Resource Specialist
13. School Nurse
14. Speech and Language Pathologist
15. Teacher of Adapted Physical Education
16. Teacher of Deaf or Hard of Hearing
17. Teacher of Emotionally Disabled
18. Teacher of Extensive Support Needs
19. Teacher on Special Assignment (TOSA)

ROP Instructor (separate classification – no Roman numeral).

Definitions:

Regular permanent:

A Unit Member under individual contract with the County Superintendent of Schools, who has been granted tenure.

Regular probationary:

A Unit Member under individual contract with the County Superintendent of Schools, who has been granted tenure.

Full-time:

A Unit Member whose assigned daily hours are such that the Unit Member would receive the annual salary appropriate to the Unit Member's training and experience, according to the County Superintendent of Schools' salary schedule, if the Unit Member were to work every working day of the year applicable to his job assignment.

Part-time:

A Unit Member who is assigned at least the equivalent of one workday per week.

Itinerant:

Any Unit Member who may be or is assigned to two or more different locations.

APPENDIX B

Exclusions from the Certificated Unit by Classification:

Confidential Unit Members

Consultants

Substitutes

Management Employees, including but not limited to Superintendent,

Assistant Superintendent, Administrative Assistant, Principal, Vice Principal and

Supervisory Personnel

Non-Certificated

Program Specialists

School Psychologists

Part-time Unti Members other than those defined in Appendix A.

APPENDIX C
SACP GRIEVANCE FORM

LEVEL ONE

1A. Date: _____ 1B. Filed by: _____

2. Name of Grievant (Individual or Association): _____

3. Assignment (If Applicable): _____

4. Date grievance occurred (Must be submitted within 15 days after the alleged violation): _____

5. Description of Grievance: _____

A. Circumstances giving rise to the alleged grievance: _____

B. Article(s) of the contract allegedly violated: _____

C. Remedy sought: _____

6. Date grievance received by Supervisor allegedly in violation of contract: _____

7. Date of conference (Within 10 days of No. 6 above): _____

8. Supervisor's decision (Within 15 days of conference): _____

Supervisor's signature: _____ Date: _____

9. Date Supervisor's decision received by Grievant: _____

10. Grievant's response to Supervisor's decision: Accept ☐ Will Appeal Decision to LEVEL TWO ☐

Grievant's Signature: _____ Date: _____

APPENDIX C
SACP GRIEVANCE FORM

LEVEL TWO

1. Grievant's appeal of Supervisor's decision: _____

2. Date of appeal to Superintendent/Designee (Within 15 days of LEVEL ONE, No. 8): _____
3. Date of receipt of appeal to Superintendent/Designee: _____
4. Date of meeting with Grievant (Within 8 days of LEVEL TWO, No. 3): _____
5. Superintendent's/Designee's decision (Within 15 days of LEVEL TWO, No. 4): _____

- Superintendent's Signature: _____ Date: _____
6. Date Superintendent's decision received by Grievant: _____
7. Grievant's response to Superintendent's decision: Accept ☐ Will Appeal Decision to LEVEL THREE ☐
- Grievant's Signature: _____ Date: _____

LEVEL THREE

1. Grievant's appeal of Superintendent's decision to the Association: _____

2. Date of appeal (Within 15 days of LEVEL TWO, No. 6: _____
3. Date of receipt of Grievant's appeal by the Association: _____
4. Association's decision relating to the Grievant's LEVEL THREE Appeal (Within 15 days of receipt of Grievant's appeal):
The Association supports presenting this grievance to the Superintendent for mediation and becomes the designated grievant ☐
The Association does not support presenting this grievance to the Superintendent for mediation and the decision at LEVEL TWO shall stand ☐
- Signature – Association President: _____ Date: _____

APPENDIX C

SACP GRIEVANCE FORM

LEVEL THREE (Continued)

5. Date Association's decision received by the Stanislaus County Superintendent of Schools: _____

6. Date the Superintendent will notify the State Mediation and Conciliation Service and request a mediator
(Within 15 days of LEVEL THREE, No. 5): _____

7. Date(s) of Mediation: _____

8. Date Mediation completed: _____

9. Association's response to Mediation (within 15 days of LEVEL THREE, No. 8):

Accept ☐

Will Appeal to LEVEL FOUR ☐

Signature – Association President: _____ Date: _____

LEVEL FOUR

1. Date the Association provides written notice to the Superintendent of its intent to submit the grievance for
Binding Arbitration (Within 15 days of the completion of Mediation):

2. Date Association's request for Binding Arbitration received by Superintendent: _____

3. Arbitrator's final and binding decision.

Level One Distribution: Original – Supervisor
Level Two Distribution: Original – Superintendent/Designee
Level Three Distribution: Original – Superintendent
Level Four Distribution: Original – Association

Copies to: Superintendent & Grievant
Copies to: Superintendent & Grievant
Copies to: Supervisor, Grievant & Association
Copies to: Arbitrator & Superintendent

BT/jt2012

APPENDIX D

EVALUATION OF CERTIFICATED EMPLOYEE (SACP)

 [General/Alternative Education Teacher](#)



Human Resources (209) 238-1600

Print This Form

Clear This Form

General/Alternative Education Teacher

Certificated Employee Evaluation

Observation Method

SUMMATIVE EVALUATION

Employee Name:	Academic Year: Select Year
Evaluator's Name:	Evaluation Date:
Rating Scale	
Satisfactory (S)	Meets professional standards
Needs Improvement* (NI)	Partially meet professional standards
Unsatisfactory* (U)	Does not meet professional standards
* If the Evaluatee receives an unsatisfactory or needs improvement summative evaluation, a written copy of the proposed teacher assistance plan and the rubrics shall be attached to the Summative Evaluation Report	
1. Engaging and supporting all students in learning. Summative comments:	Select Rating
2. Creating and maintaining effective environments for student learning. Summative comments:	Select Rating

General/Alternative Education Teacher - Summative Evaluation (Page Two)

3. Understanding and organizing subject matter for student learning. Summative comments:	Select Rating
4. Planning instruction and designing learning experiences for all students. Summative comments:	Select Rating
5. Assessing student learning. Summative comments:	Select Rating

**Summative comments may include commendations and recommendations.*

The overall rating is based on evaluatee's cumulative percentage score derived from the standards-based rubrics. (Rating scale must be attached.)

☐ S= Satisfactory (71% or higher)
 ☐ NI= Needs Improvement (51%-70%)

☐ U= Unsatisfactory (0%-50%)

POST OBSERVATION CONFERENCE

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

☐ Evaluatee with Satisfactory summative evaluation requests that Observation Reports be attached.

EVALUATEE'S SIGNATURE

DATE

EVALUATOR'S SIGNATURE

DATE

Distribution: Evaluatee Evaluator Personnel File

Revised 5/2/2014 sd

APPENDIX E

CERTIFICATED VACANCY REQUEST FORM

- ☐ **TRANSFER REQUEST:** A change *from one Roman Numeral classification to another* as listed in Appendix A by an Employee who possesses an appropriate credential
- ☐ **REASSIGNMENT REQUEST:** Movement from one work assignment to another *within the same Roman Numeral classification* in Appendix A of Stanislaus Association of Certificated Personnel shall constitute a reassignment (see back).

Name _____ Social Security #: _____
Address _____ Home Phone: _____
City, State, Zip _____ Work Phone: _____

Present Assignment:

Position Classification: _____ Location _____

Posted Vacancy:

Position Classification: _____ Location _____

Reasons for request (optional)

Signature: _____ Date _____

Supervisor's Signature _____

1. Fill out request form. Indicate transfer or reassignment.
2. A current updated SCOE application, recent resume and other appropriate documentation may be attached.
3. It is the responsibility of the applicant to verify that materials included with the application are correct.
4. Deadlines for the application process must be observed.

APPENDIX F

Planning Procedures for DIS Assignments/Reassignments

The process for determining DIS assignments/reassignments shall be as follows:

1. Prior to the meeting to determine DIS caseload assignments, the Supervisor and Unit Members within the same classification will be given access to projected district/program additions, deletions, or changes as well as current caseload numbers and other relevant information no later than March 25th.
2. The Supervisor, with input from the Unit Members, districts, and program and administrators as needed, will review caseload by size and geographic area.
3. All Unit Members within the same classification will meet to select caseload assignments no later than April 1st and submit them to the Supervisor for approval. Every effort will be made to honor individual requests for caseloads.
 - a. If Unit Members cannot agree on caseload assignments, then the Supervisor will facilitate a meeting with all Unit Members to allow each to select caseloads by seniority, ensuring equitable distribution and honoring individual requests as much as possible. This meeting shall be held by April 30th.

If any district or program administrator contacts the Supervisor with a complaint or a request for a Unit Member change, the Supervisor will:

- a. Meet with Unit Member to share the complaint/request and receive feedback

- b. Discuss possible solutions with the district representative/program administrator and Unit Member.
- c. If the District is still dissatisfied after these steps have been taken to resolve the issue, the Unit Member's assignment may be changed.
- d. If the Unit Member cannot serve a district/program, then the Supervisor will privately direct that Unit Member to not select that specific district/program in advance of the caseload selection meeting(s).

If a Unit Member disagrees with a caseload assignment, or if there is an assignment issue that has not been resolved, then the Supervisor may follow language as outlined in Article 10.3.

Once assignments are approved by the Supervisor, every effort should be made to maintain them.

If staff/program changes occur, the Supervisor will contact all Unit Members in that classification to notify them of the changes. With input from the Unit Members, the Supervisor will determine how the changes will be addressed.

APPENDIX G

SELPA loading standards

Recommended Loading Standards													
All reflected numbers are considered best practices and not class maximums. Numbers will increase or decrease when circumstances dictate. These standards will be reviewed annually. * = state maximum													
Class Type	Recommended Staff Ratio T = Teacher P = Paraprofessional	Grade Range											
		Recommended Loading Standard Infant Student	Recommended Loading Standard Pre-formal Students	When exceeding loading standard maintain the suggested following ratio	Recommended Loading Standard Primary Students	When exceeding loading standard maintain the suggested following ratio	Recommended Loading Standard Inter Students	When exceeding loading standard maintain the suggested following ratio	Recommended Loading Standard Jr. High Students	When exceeding loading standard maintain the suggested following ratio	Recommended Loading Standard High School Students	When exceeding loading standard maintain the suggested following ratio	Recommended Loading Standard Adult Transition Clients
SDC Non Severe													
SDC - NS - Mild/Moderate Support Needs	1 FTE T/ 1 FTE P			For every 6 students add 1 para	12	For every 6 students add 1 para	14	For every 7 students add 1 para	16	For every 8 students add 1 para	18	For every 9 students add 1 para	
SDC Severe													
Infant (Early Start)	1 FTE T	20											
SDC - Extensive Support Needs Autism	Preformal 1 FTE T/6 FTE P Primary/Inter/Jr. High 1 FTE T/6 FTE P		8 - 10	For every 2 students add 1 para	10 - 12	For every 2 students add 1 para	12 - 14	For every 4 students add 1 para	12 - 14	For every 5 students add 1 para			
SDC - Extensive Support Needs	1 FTE T/ 3 FTE P		10 - 12	For every 4 students add 1 para	10 - 12	For every 4 students add 1 para	12	For every 4 students add 1 para	14	For every 5 students add 1 para	14	For every 5 students add 1 para	14
SDC-Deaf	1 FTE T/ 2 FTE P		10	For every 4 students add 1 para	10	For every 4 students add 1 para	10	For every 5 students add 1 para	10	For every 5 students add 1 para	12	For every 6 students add 1 para	
SDC - Counseling Enriched	1 FTE T/ 3 FTE P				10	For every 5 students add 1 para	12	For every 6 students add 1 para	14	For every 7 students add 1 para	15	For every 7 students add 1 para	
SDC - Extensive Support Needs MH	1 FTE T/ 3 FTE P		8	For every 4 students add 1 para	8	For every 4 students add 1 para	10	For every 5 students add 1 para	10	For every 5 students add 1 para	10	For every 5 students add 1 para	
SDC Extensive Support Needs Behavior	1 FTE T/ 1 FTE P				9		9		9		9		9
R&P													
*RSP Preformal and School Age	1 FTE T		28		28		28		28		28		
DIS	See attached Sample Recommended %	Recommended Loading Standard Infant Student	Recommended Loading Standard Pre-formal	Recommended Loading Standard Primary Students	Recommended Loading Standard Inter Students	Recommended Loading Standard Jr. High Students	Recommended Loading Standard Adult Transition Clients						
DIS APE	1 Full Time Teacher	45	45	60	60	60	60						
DIS ASSISTIVE TECHNOLOGY	1 Full Time Teacher		16	16	16	16	16						
DIS DHH	1 Full Time Teacher	16	16	16	16	16	16						
DIS INCLUSION (AUTISM, MOD/SEV, ED LEVEL 1)	1 Full Time Teacher			30	30	30	30						
DIS ORIENTATION/MOBILITY	1 Full Time Teacher		16	16	16	16	16						
DIS OCCUPATIONAL	1 Full Time OT		40	40	40	40	40						
DIS PH INCLUSION	1 Full Time PH		16	16	16	16	16						
DIS READINESS	1 Full Time Teacher		40										
DIS SPEECH	1 Full Time Teacher	40	40	55	55	55	55						
DIS VISION INCLUSION (VI)	1 Full Time Teacher	16	16	16	16	16	16						
												PAC Approved: 1/14/2025	
												SUPT Approved:	

APPENDIX H

POTENTIAL CLASS LIST/CASELOAD ACCOMMODATIONS

- Provide another support staff person for the program
- Shift population (students) to equalize CL/CS
- Provide release time for teachers to allow for demands of testing, report writing, training, etc. (i.e., hire a sub)
- Creating scheduling (EI preformal)
 - A. Split sessions
 - B. Alternating days of student attendance (M/W, T/Th)
- Selectively timing placements
 - A. Students qualifying after March 30th not placed until subsequent school year
 - B. Monitor student exit from program(s) to align with entry of new student(s) into program(s)
- Provide additional dollars to a teacher's program budget for program overage (not to exceed the dollar amount allowed using the formula below)

Formula

(program budget divided by program standard times the excess class size/caseload)

Example

DIS SLP with a caseload of 48

Actual Caseload 48

Program Standard -40

Overage 8

Possible additional dollars would be determined as indicated below:

Program Budget

\$ _____ X 8 = maximum additional dollars

40

- Hire a new teacher (could mean new class, team teaching if acceptable to current teacher, etc.)
- Start a new class
- Hire a part time staff to support teacher/program
- Reassign support staff with needed skills
- Provide additional paid time for teacher to train new teaching staff or support staff

- Caseload management (determine which students might be able to be served by other staff, other methods, or other providers)
- Offer extra paid hours to support staff with needed skills when necessary

APPENDIX I

ADDITIONAL PAID WORKDAY NOTIFICATION FOR ROOM CLOSURE

(Notification must be submitted two weeks in advance)

Name _____ Date _____

Job Title: _____ RSP Teacher
_____ SDC Teacher

Worksite: _____

This is my official notification of my intent to work one additional day with pay on _____
for the purpose of: _____
Date

Employee Signature

Supervisor

Date Received

Note: This additional workday is considered to be an additional assignment. **A Cycle 2 Authorization is necessary to process this personnel action. A timesheet completed by the Employee is necessary for payment.**

WHITE-Human Resources

YELLOW-Supervisor

PINK-Employee

BT:ls
Revised 5/11/95

P-129

Request for Approval of Coursework for Salary Credit

Date: _____

Employee ID: _____

Employee Name (please print): _____ Position: _____

Department: _____ Work Location: _____ Route #: _____

*All courses for salary increment credit must be in **post Bachelor's degree, upper division or graduate units** and shall have **PRIOR APPROVAL** of the immediate supervisor and Superintendent or designee. Employees enrolled in credential programs need submit only a general list of courses that will comprise the credential program for prior approval. Induction courses paid by SCOE cannot be used for salary placement.*

Employee Signature: _____

Date: _____

Request is made for approval of the following course(s):

NAME OF ACCREDITED UNIVERSITY/COLLEGE	COURSE #	COURSE TITLE	COURSE START DATE (mm/dd/yy)	COURSE END DATE (mm/dd/yy)	UNITS

Immediate Supervisor: _____

Date: _____

Superintendent or Designee: _____

Date: _____

INSTRUCTIONS:

1. Employee completes form and submits to immediate supervisor for approval.
2. Employee submits form to Human Resources or Superintendent/Designee approval. Human Resources will return a copy with all signatures to employee after approval has been obtained.
3. Upon completion of coursework, employee will submit OFFICIAL transcript to Human Resources by October 1st of each year or the credit for the units will not be granted until the following year. Please refer to the SACP contract for applicable article.

Distribution: Original – Human Resources Copy – Returned to Employee

Continuing Education Units (CEU) Record Summary

Name: _____ Employee ID: _____ Job Title: _____ Supervisor: _____

Work Phone: _____ Cell Phone: _____ Indicate hours worked each day: M _____ T _____ W _____ TH _____ F _____

Continuing education units (CEU) will be converted to units for advancement on the salary schedule at the rate of 15 hours of CEU's = 1 semester credit. CEU's must be approved in advance and verified by a certificate or transcript when submitted for conversion. See article sections on reverse side. Supervisor's approval is required *prior* to activity. Employee obtains pre-approval from Supervisor and submits the form to Human Resources upon *completion* of activities.

PRE-APPROVAL

Description of CEU's, Activity/Workshop/Conference. **LIST EACH ACTIVITY SEPARATELY, for activities that are more than one day list each day as a separate activity. USE AN ADDITIONAL FORM IF NECESSARY.** Attach brochure or flyer for each activity.

NAME OF ACTIVITY	DATE OF ACTIVITY	TIME OF ACTIVITY	WAS THIS DURING YOUR REGULAR WORKDAY?	ACTIVITY COMPLETED	SUPERVISORS APPROVAL
<i>EXAMPLE: ABC CONFERENCE</i>	<i>MAY 2, 2014</i>	<i>8:00 AM TO 4:00 PM</i>	<i>YES OR NO</i>	<i>YES OR NO</i>	<i>SIGNATURE REQUIRED</i>

VERIFICATION OF COMPLETION

Upon Completion, attach Certification/Official Transcripts for each activity completed and a copy of your work calendar. Forms are due in Human Resources by September 1st. Certificates and/or Official Transcripts are due in Human Resources by October 1st for salary credit for that school year. I certify the above information is accurate.

Signature: _____ Date: _____ Supervisor's Signature: _____ Date: _____

Distribution: Human Resources

Ab 4/14

APPENDIX L

STANISLAUS COUNTY OFFICE OF EDUCATION SACP Certificated Annual Salary Schedule – A Effective July 1, 2025 (+ 1.5%)

COLUMN	A	B	C	D	E	F
	BA	15	30	45	60	75
STEP						
1	57,643.00	60,518.00	63,400.00	66,277.00	69,170.00	71,834.00
2	60,518.00	63,400.00	66,277.00	69,170.00	71,834.00	74,928.00
3	63,400.00	66,277.00	69,170.00	71,834.00	74,928.00	77,801.00
4	66,277.00	69,170.00	71,834.00	74,928.00	77,801.00	80,695.00
5	69,170.00	71,834.00	74,928.00	77,801.00	80,695.00	83,573.00
6	71,834.00	74,928.00	77,801.00	80,695.00	83,573.00	86,460.00
7	74,928.00	77,801.00	80,695.00	83,573.00	86,460.00	89,334.00
8	77,801.00	80,695.00	83,573.00	86,460.00	89,334.00	92,224.00
9	80,695.00	83,573.00	86,460.00	89,334.00	92,224.00	95,104.00
10	83,573.00	86,460.00	89,334.00	92,224.00	95,104.00	97,979.00
11			92,224.00	95,104.00	97,979.00	100,863.00
12				97,979.00	100,863.00	104,117.00
13				100,863.00	104,117.00	106,622.00
14				104,117.00	106,622.00	109,509.00
15				104,117.00	109,509.00	112,392.00
16				104,117.00	112,392.00	115,266.00
17				108,767.00	112,392.00	115,266.00
18				108,767.00	112,392.00	115,266.00
19				108,767.00	117,585.00	120,600.00
20				111,484.00	117,585.00	120,600.00
21					117,585.00	120,600.00
22					120,600.00	123,541.00
23					120,600.00	123,541.00
24					120,600.00	123,541.00
25					123,620.00	126,628.00
26					123,620.00	126,628.00
27					123,620.00	126,628.00
28					126,711.00	129,792.00
29						129,792.00
30						129,792.00
31						133,038.00

Special Education Stipend: \$1500 annually to unit members under various classifications

Master's Stipend: \$1500 annually

184 Workdays

SS #5

APPENDIX L

STANISLAUS COUNTY OFFICE OF EDUCATION
SACP Certificated Annual Salary Schedule – B
Effective July 1, 2025 (+ 1.5%)

COLUMN	AA
	NO BA
STEP	
1	54,896.00
2	57,643.00
3	60,518.00
4	63,400.00
5	66,277.00
6	69,170.00
7	71,834.00
8	74,928.00
9	77,801.00
10	80,695.00

184 Workdays
SS #9

6/17/2025

APPENDIX L

STANISLAUS COUNTY OFFICE OF EDUCATION
SACP Certificated Annual Salary Schedule – C Naturalist
Effective July 1, 2025 (+ 1.5%)

COLUMN	A	B	C
	BA	15	30
STEP			
1	57,666.00	60,546.00	63,427.00
2	60,546.00	63,427.00	66,308.00
3	63,427.00	66,308.00	69,201.00
4	66,308.00	69,201.00	71,865.00
5	69,201.00	71,865.00	74,962.00
6	71,865.00	74,962.00	
7	74,962.00		

Master's Stipend: \$1500 annually

177 Workdays

SS #7

7/1/2025

APPENDIX M

STIPENDS AND HOURLY PAY RATES

	ONE-TIME STIPEND
Hard-To-Fill Positions	5,000
- Full Inclusion Teacher – Visually Impaired and Mobility	
- Teacher of the Deaf or Hard of Hearing	
- Full Inclusion Teacher- Deaf or Hard of Hearing	
- School Nurse	
- Speech and Language Pathologist	
STIPEND POSITIONS	ANNUAL STIPEND
ASHA Certification	1,000
*Educational Options Technology Coach	2,500
Induction Mentor	1,250
*Instructional Coach	2,500
*Lead Naturalist	3,000
*Lead Nurse	4,000
Master's Stipend	1,500
Nurse Practitioners (Advanced Practice) Certification License	1,000
Special Education	1,500
SLP Clinical Supervisor/CF Mentor	2,500
Extensive Support Needs who teach SDC: PK-Autism JFK Severely Handicapped (SH) Behavior	1,000

ADDITIONAL ASSIGNMENTS	HOURLY RATE
Curriculum Development	\$45.00
*Extended School Year Teacher – Ed Opts	Colum C, Step 3
*Extended School Year Special Education	Per Diem
*Extended School Year Teacher- External	\$45.00
Home and Hospital Teacher	Per Diem
*Posted to Fill	