MASTER AGREEMENT

BETWEEN

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SJCOE CHAPTER #755

2024 – 2025
2025 – 2026
2026 – 2027

Agreement of July 1, 2025

Concluding All Matters Through –2026 - 2027

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ARTICLE I
AGREEMENT

1. The Articles herein shall constitute an agreement by and between the San Joaquin County Office of Education, employer, hereinafter referred to as the "County Office of Education", and the California School Employees Association, Chapter #755 hereinafter referred to as "C.S.E.A. Chapter #755", an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.

ARTICLE II
RECOGNITION

The County Office of Education recognizes C.S.E.A. Chapter #755 as the exclusive representative:

For classified employees titled C.S.E.A. Salary Schedule 1 Employees, C.S.E.A. Salary Schedule 2 Employees, or positions appointed by the Public Employment Relations Board, but excluding all other classified employees and all employees designated as Supervisory, Confidential, Management, Substitute, or Short-Term.

ARTICLE III

NON-DISCRIMINATION

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

ARTICLE IV
NEGOTIATION PROCEDURES

1. Definitions:
   (a) Negotiable Items
   The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment as defined in the Educational Employment Relations Act (EERA).

   (b) Meet and Negotiate
   "Meet and Negotiate" shall mean meeting, conferring, negotiating, and discussing by the exclusive representative and the public school employer in a good faith effort to reach an agreement on matters within the scope of representation.

2. No later than January 15 of the calendar year in which the Agreement expires, each party shall submit its sunshine proposal for a successor agreement to the other party. In the event January 15 falls on a weekend or holiday, initial proposals shall be submitted to the Superintendent by the next school day.

3. No later than January 15 of the calendar year in which any Article of this Agreement may be negotiated, the Association shall submit its initial proposals to the Superintendent. In the event January 15 falls on a weekend or holiday, initial proposals shall be submitted to the Superintendent by the next school day.

4. Meetings and negotiation sessions shall be held at mutually agreeable times and locations. Negotiations shall be split between non-instructional and instructional times which are mutually agreeable to the County Office of Education and C.S.E.A. Chapter #755. C.S.E.A. Chapter #755 representatives shall be limited to six, with no more than three being C.S.E.A. Schedule 1 Employees. C.S.E.A. Chapter #755 representatives shall suffer no loss of compensation for serving on instructional time.

5. The County Office of Education will, upon request, furnish C.S.E.A. Chapter #755 with a copy of the adopted budget, financial reports which have been submitted to the California Department of Education, and other relevant financial data.

ARTICLE V
EMPLOYEE RIGHTS

This Article is intentionally left blank.

ARTICLE VI
ASSOCIATION RIGHTS

1. C.S.E.A. Chapter #755 shall have the right to make use of the County Office of Education buildings, mail service, and electronic means (to the extent otherwise available and legally permissible and during non-work time), facilities, and duplicating at reasonable hours when not otherwise in use and to post notices on C.S.E.A. Chapter #755 bulletin boards, provided such material is limited to C.S.E.A. Chapter #755 business and does not violate state or federal laws. The Superintendent shall designate appropriate staff contacts for scheduling the use of buildings, facilities, and duplicating equipment. C.S.E.A. Chapter #755 agrees to pay for consumable supplies within thirty days of being billed.

2. Following notification of the Deputy Superintendent, Business Services, or designee, authorized representatives of C.S.E.A. Chapter #755 shall be permitted to transact official C.S.E.A. Chapter #755 business on County Office of Education property during non-duty hours.

3. The County Office of Education shall make available to C.S.E.A. Chapter #755 two copies of the Board's agenda for each meeting. The materials shall be made available to C.S.E.A. Chapter #755 representatives when the agenda-related materials are delivered to the Board members.

ARTICLE VII
ORGANIZATIONAL SECURITY

A. Membership and Dues Deduction

1. The Association shall have the sole and exclusive right to payroll deduction of regular membership dues for employees in the bargaining unit.

2. The County Office of Education shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after notification by the Association.

3. With respect to all sums deducted by the County Office of Education, the County Office of Education agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, and the amounts deducted from each employee.

4. The County Office of Education shall, upon request, provide to C.S.E.A. the home address of each employee so that the union can send out required legal notices.

5. The Association agrees to furnish any information needed by the County Office of Education to fulfill the provisions of this Article (see Appendix A).

6. C.S.E.A. shall indemnify and hold the County Office of Education harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the County Office of Education compliance with this Article.

7. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE VIII

COUNTY SUPERINTENDENT/COUNTY BOARD RIGHTS

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

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

ARTICLE IX
GRIEVANCE PROCEDURES

1. Definitions

(a) "Grievance" shall mean any written allegation of a violation, misinterpretation, or inequitable application of this Agreement. Actions to challenge or change the terms of this Agreement shall not be considered a grievance.

(b) "Day" means any day in which the County Office of Education is open for a full workday.

(c) "Immediate supervisor" is the lowest level administrator having immediate jurisdiction over the employee.

(d) "Grievant" shall mean an employee or C.S.E.A. Chapter #755

2. Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of both parties the time limitation for any step may be extended.

3. Obligation

C.S.E.A. Chapter #755 shall represent all employees fairly in employer-employee relationships with the County Office of Education.

4. Informal Procedure – Level I

Within ten (10) days after the employee knew or reasonably should have known of the event or circumstances occasioning the grievance, the grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance formally. A grievance of any employee(s) of the bargaining unit shall be resolved informally, whenever possible, with the immediate supervisor. A member of C.S.E.A. Chapter #755 may accompany the grievant when requested by the grievant.

5. Formal Procedure – Level 2

If the Level I discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing not later than ten (10) days after the Level I discussions. The formal document shall be a clear, concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought. Within ten (10) days after the filing of the formal grievance the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

6. Level 3

If the grievant is not satisfied with the decision rendered at Level 2, he/she may appeal the decision within ten days to the Deputy Superintendent, Business Services or his/her designee. The appeal shall include a copy of the original grievance, the decision rendered at Level 2, and a clear, concise statement of the reasons for the appeal. Within ten (10) days after the appeal is filed, the Deputy Superintendent, Business Services or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

7. Arbitration – Level 4

(a) Within fifteen (15) days of either receipt of the decision pursuant to Level 3 or from the day the decision should have been received, the grievant has the option to refer the alleged grievance to arbitration. Such referral shall be made in writing to the Deputy Superintendent, Business Services.

(b) If an arbitrator cannot be mutually agreed upon, an arbitrator shall be selected from a panel of five names provided by the State Conciliation Service. After drawing lots the parties shall alternately strike a name until one remains. That person shall be the arbitrator.

(c) The arbitrator shall review the alleged grievance, all stipulated facts submitted jointly by the parties and shall hold a hearing.

(d) The arbitrator shall render a decision within thirty (30) calendar days or at a time mutually agreed to by the parties.

(e) The decision of the arbitrator shall be final and binding on both parties of this Agreement unless overruled by the County Superintendent of Schools.

8. Cost of Arbitration

In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent by C.S.E.A. Chapter #755 and fifty percent by the County Office of Education. In all other respects, the parties shall bear their own costs of arbitration.

9. Miscellaneous

The time limits set forth above may be extended by mutual written agreement of the parties. If the County Office of Education does not respond at any level of the grievance procedure, the grievance shall automatically proceed to the next level. If the grievant does not file a grievance to the next level within the above-listed timelines, the grievance shall be considered settled.

ARTICLE X
HOURS

1. Employees work a regularly scheduled number of hours up to a maximum of eight hours. Any employees who are required to work in excess of their regularly scheduled hours shall be entitled to additional compensation. Employees shall be at their duty station promptly in order to carry out all assignments in an effective and efficient manner.

   (a) Employees shall be entitled to one duty-free, uninterrupted lunch period of at least thirty minutes. Employees shall be accommodated with one 15-minute break, except for 8-hour assignments which shall have two 15-minute breaks. Break time schedules may be adjusted with approval of the immediate supervisor. Rest period shall not be used to lengthen the lunch period or to shorten the workday or to make up missed time.

   (b) Employees may work beyond their regularly scheduled hours during the uninterrupted lunch period with prior approval. Approval may only be granted by the program administrator. If prior approval cannot be obtained immediately, an email shall be sent to their program administrator as soon as possible; no later than the end of the work day, requesting approval. Compensation for extra time worked shall be based on the following:

   Employees shall be paid straight time for less than 8 hours per day. An employee shall be paid time and one-half for hours worked in excess of eight hours in a scheduled work day and double time for hours worked in excess of twelve hours worked on a scheduled work day. An employee working in excess of forty hours in a workweek shall be paid at the rate of time and one-half. Overtime worked shall be calculated to the next higher one-quarter of an hour (fifteen minutes). Overtime compensation pay shall n
   o
   rmally be paid on the supplemental payroll, which is issued not later than the tenth day of each month.

2. The SJCOE maintains the following classified work schedules:

   (a) Effective July 1, 2013, the work year calendar for employees on CSEA 1 Salary Schedule shall be as follows:

   182 Assigned Work Days*
   9 Legal Holidays
   12 Vacation Days
   203 Total Days Compensation

*Assigned workdays may be student contact, in-service, preparation, or other duty days, as determined by management.

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

(b) Employees on CSEA 2 Salary Schedule will follow one of the work schedules below:

12-Month Schedule

Twelve-month Employees work twelve months a year and accrues vacation time to be scheduled off. See Vacation section for the number of days earned. Holiday time is included in the monthly pay schedule with time taken on specified holidays. See Holidays section for specific holidays. Attendance is recorded on the Employee Attendance Monthly Report (Exhibit 25).

All Less-Than-12-Month Schedules

All schedules less than twelve months are based on work calendars (Exhibit 24) for the number of workdays approved by supervisors. Employees' earned vacation days are prorated and included in monthly pay. Eligible holiday days, except for July 4th and Juneteenth, are included in monthly pay. If an employee is in a paid status for a portion of the working day before July 4th and/or Juneteenth or the working day after July 4th and/or Juneteenth and it is reported on the monthly attendance report form (Exhibit 25) and work calendar, a time sheet must be submitted for pay for the July 4th and or Juneteenth holiday(s).

11 Month / 218 Workdays – Paid Holidays & Vacation

The 218 Workdays Schedule is based on reducing the 12-month workdays by 20 days. The 218 workdays are based on work calendars approved by departmental supervisors. Monthly positive attendance of actual workdays is required.

	(Employed Less than 3 Years)	(Employed 3 to 12 Years)	(Employed More than 12 Years)
Workdays	218	218	218
Holidays	12	12	12
Vacation	9	14	19
Total Compensated Days	239	244	249

10 Month / 198 Workdays – Paid Holidays & Vacation

The 198 Workdays Schedule is based on reducing the 11-month workdays by 20 days. The 198 workdays are based on work calendars approved by departmental supervisors. Monthly positive attendance of actual workdays is required.

	(Employed Less than 3 Years)	(Employed 3 to 12 Years)	(Employed More than 12 Years)
Workdays	198	198	198
Holidays	12	12	12
Vacation	9	13	17
Total Compensated Days	219	223	227

3. The agreed upon school calendar for the school year is attached as Exhibit 1. Instructional Assistants assigned to a school in a district other than the County Office of Education shall follow the appropriate school district calendar to which assigned except that Instructional Assistants shall not be required to work more nor less than 177 workdays in 2012-13.

4. The County Office of Education shall adhere to the provisions of Education Code Section 45131 (overtime) and 45137 (fringe benefits for part-time employees).

5. Business Hours

Regular business hours are 8:00 a.m. through 5:00 p.m., Monday through Friday. Standard work schedule shall be 8:00 a.m. to 5:00 p.m., with one hour for lunch. With the approval of the immediate supervisor, full-time employees may choose from the following schedule provided it does not conflict with office operations:

- 7:00 a.m. to 4:00 p.m. with one hour lunch
- 7:30 a.m. to 4:00 p.m. with one-half hour lunch
- 8:00 a.m. to 5:00 p.m. with one hour lunch
- 8:00 a.m. to 4:30 p.m. with one-half hour lunch
- 8:30 a.m. to 5:00 p.m. with one-half hour lunch
- Other schedule as approved by the Superintendent or designee

Employees may be assigned to a program of flexible scheduling of hours when such scheduling is in the best interest of SJCOE.

Employees are expected to be on duty at the beginning of the regular workday, and should leave the premises as soon as possible at the end of the workday, unless prior approval has been given by the manager/supervisor for overtime.

6. Work Shift Change

In the establishment of work shifts of employees, the best interests of the County Office of Education shall be controlling. The desires of the employee involved, competency and qualification, instructional requirements, and staff availability shall be other factors to be considered.

Work shift changes of 30 minutes or less may be made at any time based on program needs.

Work shift changes over 30 minutes may be made by mutual agreement between the employee and the immediate supervisor, with the approval of the department director.

An employee whose shift is involuntarily adjusted shall, upon request, be notified in writing as to the reasons for the shift change. Within five (5) working days of the written response, the employee shall have the right to request to meet with and discuss the shift change with an appropriate administrator at a meeting requested by the employee prior to a final decision being rendered.

Within five (5) working days of such meeting, the employee shall have the right to appeal the decision to the Director of Human Resources and shall have the right to a representative of his or her choice present at either meeting.

Temporary/emergency work shift changes shall not be subject to the five-day notice.

7. Hours Change for SJCOE Minimum Days
Work hours may be changed to meet the needs of the program on minimum days. Part-time employees may be required to change their work hours from a.m. shift to a p.m. shift or from a p.m. shift to an a.m. shift on scheduled County minimum days not to exceed seven days per school year.

8. County Office of Education will comply with Education Code Section 45102.

ARTICLE XI
LEAVES

1. Sick Leave

(a) Employees shall earn one (1) day of sick leave per month of service in paid status up to twelve (12) days per fiscal year. Employees who are employed five (5) days a week and employed less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence, e.g., full-time, ten (10) month employees are entitled to ten (10) days per fiscal year. Employees may accumulate sick leave without limitation. Accumulated days shall be prorated to the length of an employee's average scheduled workday in each month. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee.

Employees who terminate their employment with the County Office of Education and have used more sick leave than they have accrued at the time of termination shall have those extra, unearned hours deducted from their final pay warrant. In case the final warrant is insufficient to compensate for unearned leave, the separated employee shall reimburse the County Office of Education by cash payment.

(b) Employees are required to report all absences to the Human Resources Absence Management System. An employee may use sick leave with pay when absent for personal illness or injury. Whenever possible, the employee shall give the program administrator advanced notice of a planned use of sick leave.

(c) Prior to or upon returning to work, employees returning to work from an extended illness or injury absence (including surgery) shall be required to present a medical practitioner's release to return to duty. An extended period shall be considered a period that exceeds nine (9) calendar days.

(d) An affidavit of illness or injury or a statement from a medical practitioner may be required of an employee by the County Office of Education. Said affidavits shall only be required if the request is made in advance of the illness.

(e) Any request to return to work on a "light duty" basis or a reduced work schedule (e.g., half days) must have the prior approval of the Human Resources Department. It shall be mandatory that any employee under a doctor's orders restricting the employee's physical activity must provide a copy of the doctor's orders to the Payroll/Attendance Department.

2. Extended Illness Leave

When an employee is absent from his/her duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.

The five (5) month period shall run concurrently with all other available leaves and the difference pay shall commence at the exhaustion of all other available leaves. The amount paid to substitute employees shall not exceed Step 1 of the appropriate salary schedule.

3. Leave Exhausted / 39-Month Reemployment

When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine months. During the thirty-nine month period, with a medical practitioner's release to return to duty, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations. Pursuant to Education Code Section 45192, in cases of industrial accident or illness, the employee must have served continuously a period of three (3) years with the County Office of Education before the benefits provided by this section are made available.

4. Pregnancy Disability Leave (PDL)

(a) Pregnancy leave shall be granted only for that period of time (up to four months) during which an employee, in the judgment of her physician, is unable to perform her normal and ordinary duties due to pregnancy-related conditions. This leave shall run concurrently with any existing paid leaves an employee may take for the same reason.

(b) The duration of any pregnancy leave shall be determined by the employee and her physician. The employee shall notify the County Office of Education of the projected date on which the leave is expected to commence and the probable date on which the leave shall terminate, such notice to be given normally not later than thirty (30) days prior to the expected commencement date. For events, which are unforeseeable, the SJCOE needs to be notified, at least verbally, as soon as an employee learns of the need for the leave. The employer may request at any time that the employee provide a written statement from her physician attesting to the actual duration of the employee's physical incapacity.

(c) Nothing in this policy shall prohibit the employees from applying for additional leave of absence without pay for purposes related to childbirth and infant care. Such leave may be granted for any period up to one (1) year.

(d) Pregnancy disability leave shall be provided and administered pursuant to Superintendent Policy 4161.8/4261.8/4361.8 and Administrative Regulations 4161.8/4261.8/4361.8.

5. Child-Rearing Leave

(a) An employee who is adopting a child may elect to use accumulated sick leave not to exceed twenty (20) days.

(b) An employee shall notify the County Office of Education of the intent to take such leave at least four weeks prior to the anticipated date on which leave is to commence.

6. Personal Necessity Leave

(a) Accumulated sick leave may be used by an employee, at his/her election, in cases of personal necessity. It shall be the employee's responsibility to notify his/her immediate supervisor in advance, to furnish reasonable justification, and to secure administrative approval for all necessity leave requests. However, the employee shall not be required to secure advance permission for leave taken for any of the following reasons:

1. Death or serious illness of a member of his immediate family.
2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

(b) In all cases of personal necessity not specified in part (a) of this paragraph, prior approval of the Deputy Superintendent, Business Services, or his designee is required. The following are examples of the types of events that would be considered appropriate uses of personal necessity leave:

1. Extended bereavement leave.
2. Emergency home repair that cannot be scheduled during non-duty hours.
3. Attending to a family emergency or crisis that cannot be handled during non-duty hours.
4. Deployment of immediate family member for active military duty.

(c) Personal necessity leave shall not normally be authorized for vacation, recreational, or related activities. Such requests may be approved when, in the judgment of management, it is justified by the specific circumstances.

(d) No accumulated sick leave in excess of eight (8) days may be used for personal necessity leave in any school year.

(e) In any school year, no more than two (2) days of personal necessity leave may be utilized as "no tell" days.

7. Bereavement Leave

Up to three (3) days of bereavement leave shall be granted to all employees in the event of the death of a member of the employee's or spouse's immediate family as outlined in Section 10 in this article. Up to five (5) days shall be granted if travel is out-of-state or within California and north of 41^0 latitude or south of 35^0 latitude. No deduction shall be made from the salary of such employee nor shall such leave be deducted from any other leave.

8. Jury Leave

An employee shall be authorized paid leave to serve on a jury or as a subpoenaed witness. The pay the employee shall receive shall be his/her full pay less any court compensation, excluding expense reimbursements received by the employee, upon verification of jury duty service from the court.

9. Leave Without Pay

An employee may request, and the County Office of Education may grant a leave without pay that has potential merit for the County Office of Education. The employee shall file a request for leave without pay in writing and in detail.

10. Definition of Immediate Family

Immediate family is defined as mother, father, grandmother, grandfather, grandchildren, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, or anyone living in the immediate household of the employee.

11. Industrial Accident Leave

Employees continuously employed in excess of three years, suffering a job-related accident or illness shall be entitled to up to sixty (60) days paid leave per year per accident commencing on the first day of absence. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used as provided by the Education Code except as modified by this Agreement.

If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available sick leave, which, when added to the Workers' Compensation award, provides the employee's regular salary.

12. General Provision

Provision of Sick Leave, Pregnancy Leave, Personal Necessity Leave, Bereavement Leave, Childbearing Leave, Industrial Accident Leave, and Jury Leave shall not be construed to apply to any employee during any period when the employee would not normally be performing services for the County Office of Education.

13. Staff Development

The County Office of Education is committed to the ongoing training of employees and will endeavor to provide opportunities for employees to attend workshops.

14. C.S.E.A. Annual Conference

The County Office of Education agrees to provide release time without loss of compensation for C.S.E.A. Chapter #755 delegates (based on a ratio of two for the first 150 members and one additional delegate for additional 100 members or fraction thereof) to attend the C.S.E.A. Annual Conference. C.S.E.A. will reimburse the County Office of Education for substitute cost.

15. Holidays

(a) The County Office of Education provides employees (except C.S.E.A. Schedule 1 Employees*) with the following paid holidays:

1. Independence Day**
2. Labor Day
3. Veterans' Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. Martin Luther King, Jr. Day
11. Lincoln's Day

12. Washington's Day

13. Memorial Day

14. Juneteenth**

*Refer to ARTICLE X, Hours, for holiday allocations for C.S.E.A. Schedule 1 Employees.

**If an employee is in paid status for a portion of the working day before July 4 and/or Juneteenth or the working day after July 4 and Juneteenth, and it is reported on the monthly attendance report form and the work calendar, a timesheet must be submitted for pay for the July 4 and/or Juneteenth holiday(s).

(b) Celebration Day

If any of the above holidays fall on a Saturday, the holiday will be celebrated on the prior Friday. If the holiday falls on a Sunday, it will be celebrated on the following Monday. If Christmas Eve or New Year's Eve falls on a Sunday, it will be celebrated on the following Tuesday. If Christmas Day or New Year's Day falls on a Saturday, then Christmas Eve or New Year's Eve will be celebrated on the prior Thursday and Christmas Day or New Year's Day will be celebrated on the prior Friday.

(c) Eligibility for Holiday Pay

To be eligible for holiday pay, an employee must be in paid status for a portion of the working day before or the working day after the holiday.

(d) Part-time Holiday Pay

Part-time employees shall be paid for holidays prorated based on their full-time equivalent status.

(e) Holiday Pay

If an employee is required to work on a holiday, he/she shall be paid the appropriate rate of pay for the holiday plus time and one-half for the actual hours worked (for a total of double time and one-half).

16. Vacation

(a) Earning Vacation

1. Employees shall earn vacation time according to the following schedule:

Years Worked Since Hire Date	Days Earned
Less than 3	10
3 to 12	15
More than 12	20

2. Vacation time shall be earned for each month in which the employee is in paid status at least seventy-five percent of the scheduled workdays.

3. For employees working less than a twelve (12) month assignment, vacation time is earned and paid on a prorated basis.

(b) Eligibility

Employees shall be entitled to accumulate paid vacation time. Although vacation time may be accumulated during the probationary period of employment, the employee is not entitled to use these days until six months of employment have been successfully completed. Employees are allowed to take up to 40 hours of vacation in advance of earning for an approved scheduled vacation (not to be used for other types of leave).

(c) Maximum Vacation Accumulation

Employees must use at least one-half of earned vacation each school year (July 1 to June 30). An employee will be allowed to accumulate or carry over to the next fiscal year no more than twenty (20) days of paid vacation.

(d) Miscellaneous Vacation Regulations

1. When an employee terminates service with the County Office of Education, the employee shall be paid for any days of accumulated vacation to the maximum of twenty (20) days.

2. If an employee's authorized use of vacation comes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation dates be changed to sick leave, and the vacation days may be rescheduled at a mutually agreeable time.

3. No leave without pay shall be allowed if an employee has an unused balance of vacation days or compensatory time, except in the case of approved FMLA leave.

17. Military Leave

An employee shall be entitled to military leave as provided for in Education Code Section 45059. Military orders shall be submitted to the Attendance/Payroll Services to verify the dates of said leave prior to the period of absence, except in cases of emergency. In cases of emergency, orders shall be submitted as soon as possible.

18. Military Family Leave

(a) Pursuant to the Family and Medical Leave Act, any employee who has been employed by the SJCOE for at least 12 months and who has at least 1,250 hours of service with the SJCOE during the previous 12-month period, shall be eligible to take unpaid military family leave pursuant to applicable

federal law and administrative regulation. Military family leave may be used for the following reasons:

1. Because an employee is the spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness (Military Caregiver Leave).

2. Because of a qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active-duty status in support of a contingency operation as a member of the National Guard or Reserves. This leave does not extend to family members of military members in the Regular Armed Forces. (Qualifying Exigency Leave).

(b) Military family leave shall be provided and administered pursuant to Superintendent Policy 4161.8/4261.8/4361.8 and Administrative Regulations 4161.8/4261.8/4361.8.

19. Family Medical Leave Act (FMLA/CFRA)

(a) Federal law provides for up to twelve (12) weeks of unpaid leave for qualified employees due to certain health care or family issues. The twelve (12) work weeks of family care and medical leave to which an employee is entitled under state law shall run concurrently with the twelve (12) work weeks of family care and medical leave to which an employee is entitled under federal law except that any leave taken under state law for family care or medical leave shall run consecutively to an employee's leave entitlement on account of pregnancy, childbirth, and related medical conditions.

(b) Generally, FMLA leave is available to employees who have been employed by the County Office of Education for at least twelve (12) months and who have worked at least 1,250 hours during the past twelve (12) months of employment.

(c) Leave may be taken due to:

1. Birth of a child
2. Adoption or foster placement of a child
3. Health care of the employee's spouse, child, or parent
4. Serious health condition of the employee

(d) The leave is unpaid but health benefits continue to be paid by the County Office of Education to the extent that they were paid prior to the leave. Where applicable, paid leave will run concurrently with FMLA leave.

(e) In cases of Pregnancy Disability Leave (PDL), additional uncompensated leave time may be available for eligible employees under the California Family Rights Act (CFRA) or Pregnancy Disability Leave (PDL). Employees should contact the Attendance/Payroll Services for additional information on CFRA and/or PDL.

(f) Family medical leave shall be provided and administered pursuant to Superintendent Policy 4161.8/4261.8/4361.8 and Administrative Regulations 4161.8/4261.8/4361.8.

20. Catastrophic Leave Donation

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

Eligibility

(a) Employees shall be eligible to donate or receive catastrophic leave.

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

Application

(a) Requests for receipt of catastrophic leave donation will be processed by the Human Resources Department.

(b) An eligible employee will submit a written request for donations to the Human Resources Department, accompanied by a medical statement from the attending physician, including a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work.

Donation Procedure

(a) Donation of leave will be strictly voluntary; the identity of leave donors will be held in absolute confidence.

(b) Employees may donate accrued vacation, compensatory time, or sick leave.

(c) Donations must be made in whole-day increments with a minimum of one day.

(d) Donors donating vacation or compensatory time must have an overall vacation/holiday/compensatory leave balance of one hundred twenty hours remaining after donated time has been deducted. Donors may donate up to a combined total of three (3) vacation and comp time days per fiscal year.

(e) Donors donating sick leave must have a sick leave balance after donation, in an amount not less than the amount of annual sick leave allocation received by the donor. During any fiscal year, the amount of sick leave time that may be donated shall not exceed one-half the amount of sick leave earned and unused in the previous fiscal year. (Example: In the previous fiscal year, donor earned twelve (12) days of sick leave and used four (4) days, leaving eight (8) days unused. Donor could donate four (4) days.)

(f) Once donated to an individual, donated leave cannot be reclaimed by the donor.

(g) Employees wishing to donate time will submit donation authorization forms to the Human Resources Department. Donation authorization forms which do not contain all requested information shall not be processed.

(h) If donations exceed the projected need, donation authorization forms will be processed in the order received. Excess donations will be processed, if needed, before an additional donation period is scheduled.

(i) Donated credits will be available for use by the recipient on the next payday which falls at least fourteen (14) days after the date of submission to the Human Resources Department.

(j) Donation authorizations will expire after a twelve (12) month period if not used.

(k) Upon receipt of donation authorizations, the Human Resources Department shall take the following actions:

1. Verify that donating employee has minimum required leave balance required for donation; convert donated time to dollars at the hourly rate of the donor and subtract from designated leave category.

2. Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add to recipient's sick leave balance.

3. Notify donor and recipient of changes in leave balances.

4. Retain a confidential file of donation authorizations.

Donated time is treated as sick leave accrued by the recipient of the donation.

(a) Donated time does not alter the employment rights of the County Office of Education or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted in this regulation.

(b) Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave as if in paid status. Such accrued leave time shall be used prior to additional use of donated catastrophic leave time.

Duration

(a) Employees may use donated leave credits for a period not to exceed twelve (12) consecutive months.

21. Parental Leave

Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. This leave is available to employees who have been employed by the County Office of Education for at least twelve (12) months. Any classified employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave (baby bonding) pursuant to Education Code 45196.1 shall receive, for up to 12 school weeks, his/her regular salary minus the actual cost of a substitute to fill the position, or 50% of his/her regular salary, whichever is greater. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such maternity or paternity leave. An employee may take no more than one 12-week period for parental leave during any 12-month period. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Family Medical Leave (FMLA/CFRA).

ARTICLE XII
TRANSFERS/VACANCIES

1. General

(a) In the transfer of employees, the best interests of the County Office of Education shall be controlling. The desires of the employee involved, competency and qualification, instructional requirements and staff availability shall be other factors to be considered. Where the foregoing factors are considered by management to be equal, seniority shall be the deciding factor. If seniority is equal, then the determination shall be made by lot.

(b) Prior to the end of the year, C.S.E.A. Schedule 1 Employees will submit to the County Office of Education a form listing their choice of five classes for the coming year. If requested, where possible, the employee will be retained in the same position. Where possible, the C.S.E.A. Schedule 1 Employees will be given one of their first five choices. Within five (5) working days of notification of assignment, employees who were not assigned to one of their first five choices shall have the right to request a meeting with the appropriate administrator. Within five (5) working days of such meeting, the employee shall have the right to appeal the decision to the Deputy Superintendent, Business Services. The employee may have a representative of his or her choice present at either meeting.

2. Voluntary Transfer

(a) An employee desiring a transfer to an open position during the year shall submit a request in writing to the appropriate administrator stating the reason for the request. The employee shall be notified in writing of the action taken on the request within twenty (20) calendar days after the close of the posting period. If two employees of equal qualifications, as determined by management, make a request for the same position, seniority shall be the determining factor of selection. If seniority is equal, then the determination shall be made by lot. If a transfer is denied, the employee shall be given, upon request, a written rationale for the denial.

(b) When an employee requests a reassignment during the year when no vacancy exists, the employee shall be notified in writing of the action taken on the request within twenty (20) calendar days.

3. Involuntary Transfer

An employee being involuntarily transferred shall, upon request, be notified in writing as to the reasons for the transfer. Within five (5) working days of the written response, the employee shall have the right to request to meet with and discuss the transfer with an appropriate administrator at a meeting requested by the employee prior to a final decision being rendered. Within five (5) working days of such meeting, the employee shall have the right to appeal the decision to

the Deputy Superintendent, Business Services, and shall have the right to a representative of his or her choice present at either meeting.

4. Notice

A C.S.E.A. Schedule 1 Employee transferred after the beginning of the fall semester shall be given five (5) calendar days notice before the transfer occurs.

5. Vacancies

Vacancy announcements for vacancies occurring during the summer recess shall be mailed to all C.S.E.A. Schedule 1 Employees employed by the County Office of Education who have, prior to May 31, filed a written request to the Human Resources Department for a list of vacancies.

Notice of employment vacancies are posted on the Job Hotline at 209-468-4981 and www.edjoin.org under San Joaquin County Office of Education. The County Office of Education may fill vacancies at any time after the posting period.

6. Extended Session Assignments

C.S.E.A. Schedule 1 Employees employed prior to May 31, shall be given first preference in filling extended session positions prior to the County Office of Education seeking other employees. Such priority shall be subject to program needs as follows:

(a) Employee evaluations and/or other documentation of performance.

(b) Continuity of program.

(c) Training

ARTICLE XIII
EVALUATION

1. Permanent Employees shall be evaluated at least once each year during the first three (3) years of employment and once every two (2) years thereafter. Management shall have the right to evaluate employees as often as management deems necessary. The classroom teacher shall be allowed to have input to the evaluation of C.S.E.A. Schedule 1 Employees. The program administrator shall complete and sign the evaluation with the bargaining unit member. An evaluative summary meeting will be held at the discretion of the program administrator or at the request of the employee. Any unsatisfactory evaluation shall include recommendations for improvement and an offer to assist the employee in implementing the recommendations made as appropriate.

2. The County Office of Education probation cycle was developed pursuant to California Education Code 45113(a) that prescribes a period of probation for employees in the Classified service that shall not exceed six months or 130 days of paid service, whichever is longer, after which point, they are designated a permanent employee. Probationary Classified staff will be evaluated at two, four, and six-month intervals. Upon successful completion of the six-month probationary cycle, the employee achieves permanent status.

3. Evaluations shall be based on classroom or worksite observations and upon such other job-related factors that affect the operation and welfare of the education program and/or the department in which the employee works.

4. Employees shall sign the evaluation form indicating that the employee has seen the form. The signature does not necessarily mean that the employee agrees with the evaluation.

5. The employee may elect to respond in writing to the Chief Human Resources Office within ten (10) business days of receipt of the evaluation. Such response shall be included with the employer's evaluation.

ARTICLE XIV
SAFETY CONDITIONS

1. Employees shall have the right to be assigned to duty stations which are safe by reasonable standards.

2. Safety directives shall be issued by the County Office of Education as necessary to maintain safe working conditions.

3. C.S.E.A. Chapter #755 members may report to the program administrator any unsafe physical or working conditions. Such report may be initially verbal but must be followed by written comment. The County Office of Education will consider all comments on hazardous physical or working conditions. An employee may choose to submit such written report of unsafe or hazardous physical or working conditions anonymously.

4. Employees may use reasonable force to protect themselves from attack to protect another person or property or to quell a disturbance threatening physical injury to others.

5. Employees shall immediately report to the program administrator any occurrence of the following:

   (a) An employee of the County Office of Education being attacked, assaulted, or menaced by any pupil.

   (b) Any parent, guardian, or other person insulting or abusing any employee of the County Office of Education in the presence of school personnel or pupils.

   (c) Any damage to or theft of County Office of Education property.

6. The County Office of Education shall reimburse an employee for the loss, destruction, or damage by arson, burglary or vandalism of personal property used in the schools operated by the County Office of Education, provided that such use of personal property was given prior written approval by the program administrator before the property was brought to the workplace. The value of the property must be agreed upon by the person bringing the property and the program administrator. The maximum reimbursable value shall not exceed $500 for any item of personal property.

7. In accordance with Education Code Section 35208, the County Office of Education shall insure all employees against personal liability for damages for death, injury, or damage to or loss of property when acting within the scope of employment.

8. The County Office of Education shall provide training for employees who are required to provide specialized health care.

9. Employees will not be required to perform specialized health care services without employer authorization, except in an emergency.

10. A C.S.E.A. Schedule 1 Employee, for good cause, may recommend suspending any pupil under his/her supervision. The teacher responsible for the class will consider the recommendation and will initiate action which is necessary and appropriate according to established procedures.

ARTICLE XV
BENEFITS

1. Benefits Provided

(a) Cap

Medical, dental, and vision coverage will be provided by the County Office of Education on a composite rate structure.

Effective July 1, 2024, the monthly employer contribution for health insurance coverage shall be $1,375.00 for the 2025-26 fiscal year, followed by an additional increase to $1,400 for the 2026-27 fiscal year. The cap shall first be applied to medical insurance premiums, then to dental insurance premiums, then to vision insurance premiums. Life insurance premiums are paid by the employer and are outside of and in addition to the benefits cap.

Article XV, Paragraph 1 (a) may be reopened as required by the Federal Affordable Health Care Act or by mutual agreement.

(b) Costs in Excess of Cap

Employees who are or become enrolled in a plan or plans which exceed the maximum monthly amount specified above shall have the balance of the premium due paid through a payroll deduction.

(c) All eligible employees must participate in a medical, dental, and vision plan.

2. Coverage Provided

(a) IRS Section 125 Plan

Effective October 1, 1994, benefits shall be provided by the San Joaquin Health Care Joint Powers Authority (JPA) under an IRS 125 plan. There is currently no charge for administration of the IRS 125 plans. In the event that the third-party administrator of the IRS plans imposes an administrative fee in the future, such fees shall be the responsibility of the participating employee based on the service chosen and will be paid through payroll deduction.

(b) Medical

Employees may select coverage from any one of the medical plans offered by the JPA.

(c) Dental

Employees may select coverage from any dental plan offered by the JPA.

(d) Vision

Employees may select coverage from the ophthalmologist-based vision plan offered by the JPA.

(e) Life Insurance

Employees shall receive $25,000 of term life insurance coverage upon completion of one (1) year of employment. Per terms of the life insurance policy, the face value of the policy shall decrease to $16,750 (67%) at age 65 and to $11,250 (45%) at age 70.

3. Eligibility

3.1 Intent

(a) It is the intent of the parties that C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006, will continue to receive health benefits prorated based on six (6) hours per day. Paragraph 3.3 of this section pertains to those employees who shall be "grandfathered" under the six-hour rules.

(b) All employees other than C.S.E.A. Schedule 1 Employees shall receive health benefits prorated based on eight (8) hours per day. These employees shall be subject to paragraph 3.2 of this section.

(c) C.S.E.A. Schedule 1 Employees hired on or after June 30, 2006, shall receive health benefits prorated based on eight (8) hours per day. These employees shall be subject to paragraph 3.2 of this section.

3.2 Employees excluding C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006.

(a) Employees working four (4) or more hours per day, but less than eight (8) hours per day shall receive benefits based upon a ratio obtained by dividing the number of hours worked per day by eight. Such employees shall have the option to participate in the available benefit programs by contributing the employee share of the cost through payroll deduction. In order to participate in any one type of coverage (i.e., medical, dental, vision, or life), the employee must enroll in and contribute toward the cost of all types of coverage. Employees working less than four (4) hours per day shall not be eligible for employer contribution toward health and welfare benefits.

(b) Employees working eight hours per day shall receive 100% of the employer contributions specified in Section 1 of this Article.

3.3 C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006.

(a) Employees working four (4) or more hours per day, but less than six (6) hours per day, shall receive benefits based upon a ratio obtained by dividing the number of hours worked per day by six. Such employees shall have the option to participate in the available benefit programs by contributing the employee share of the cost through payroll deduction. In order to participate in any one type of coverage (i.e., medical,

dental, vision or life), the employee must enroll in and contribute toward the cost of all types of coverage. Employees working less than four (4) hours per day shall not be eligible for employer contribution toward health and welfare benefits.

(b) Employees working six (6) hours per day shall receive 100% of the employer contributions specified in Section 1 of this Article.

4. Change of Benefits

(a) The County Office of Education shall not initiate a change in the type or level of benefits provided during the term of this Agreement except with mutual consent of C.S.E.A. Chapter #755.

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

(c) The "provider" for the County Office of Education's self-insured medical, dental, and vision plans is the San Joaquin County Schools Health Insurance Consortium. Any change in the third-party administrator of the self-insured medical, dental, or vision plans shall not be considered a change in benefits.

(d) The County Office of Education makes no representation with respect to financial viability and shall not be liable for any claims resulting from the financial insolvency of any HMO or medical plan.

5. Retiree Health & Welfare Benefits

(a) The County Office of Education shall provide to each eligible C.S.E.A. Chapter #755 retiree those health insurance benefits that are provided to active employees. Retiree health insurance benefits shall be identical to those provided active employees in any given year, except that coverage specifically prohibited by any benefit carrier to retirees shall not be provided.

(b) To be eligible, the retiree must:

1. Have been providing full-time service and continuously employed by the County Office of Education for a minimum of five years immediately prior to retirement for employees hired on or before June 30, 2016.

   Have been providing full-time service and continuously employed by the County Office of Education for a minimum of ten years

immediately prior to retirement for employees hired on or after July 1, 2016.

Full-time is defined as eight (8) hours per day, school term for employees other than C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006, and six (6) hours per day for C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006.

2. Have obtained the minimum retirement age required by the State Teachers' Retirement System (STRS)/Public Employees Retirement System (PERS) or have qualified for STRS/PERS disability retirement and be receiving retirement benefits from STRS/PERS.

3. During the time employees who have exhausted all leave and have filed for STRS/PERS Disability Retirement/Allowance are awaiting a response from STRS/PERS, they will be able to continue, at their own expense, the health benefits that they had as active employees. If STRS/PERS Disability Retirement Allowance is approved and the employee is eligible for paid retiree benefits, the County Office of Education will reimburse the employee for the cost of premiums paid and deduct the number of months of premium reimbursements from the retiree benefit entitlement balance. If the STRS/PERS Disability Retirement / Allowance is disapproved, then the benefits will be terminated, and COBRA notices will be issued. If, pending approval of disability retirement, the employee does not elect to continue benefits at his/her own expense, then upon approval of disability retirement, employee shall be eligible for a lump distribution as provided by SP 4154; however, such employee shall not be eligible to re-enroll in SJCOE benefit plans.

(c) Benefits shall be provided on the basis of one (1) month of benefits for each two (2) months of service to the County Office of Education. A fraction of a month of service shall be rounded to the nearest full month.

(d) The foregoing C.S.E.A. Chapter #755 retiree benefits will continue until age 65, or until eligibility expires, whichever occurs first.

6. <u>State Disability Insurance (SDI)</u>

Unit members shall participate in the State Disability Insurance (SDI) program. Premiums shall be paid by employees through payroll deduction. An alternate disability insurance program may be implemented upon mutual agreement by the County Office of Education and C.S.E.A. Chapter #755.

ARTICLE XVI
SALARY

1. Salary Schedule

(a) Salary schedules are attached as Exhibit 2.

(b) Effective July 1,2025, the salary schedule for 2025-26 shall be increased by 2.30%, followed by an additional 1.75% increase for the 2026-27 fiscal year. In recognition of potential changes in the state-funded Cost-of-Living Adjustment (COLA), the parties agree that should the actual COLA for the 2026-27 fiscal year exceed the COLA rate initially assumed in this agreement in salary and benefits combined, salaries will be adjusted accordingly to match the funded COLA rate for 2026-27 only.

(c) Association members shall receive an off-schedule payment of $3,200.00 in 2025-26. Such payment shall be paid to unit members who are employed in permanent status as of September 30, 2025. Payment shall be prorated for members assigned positions of less than 0.75 FTE and payment shall be made not later than October 31, 2025.

(d) Recognizing the ongoing challenges in recruiting and retaining Special Education classroom support staff, we are introducing a $500.00 retention stipend for Special Education positions on salary schedule CSEA 1. This stipend will be awarded to unit members classified under the CSEA 1 salary schedule (Instructional Assistant, Health Care Assistant, Certified Occupational Therapist Assistant, Educational Sign Language Interpreter/Tutor) who have maintained continuous employment with the County Office of Education for at least five years. Eligible employees will receive this stipend upon completing their sixth year of service and annually for the 2025-26 and 2026-27 fiscal years. The one-time payment will be received on June 30th. The retention stipend will be prorated for positions less than .75 FTE.

2. Sign-On Bonus

(a) Due to current labor market conditions and difficulties in recruiting and retaining Instructional Assistants (all classifications on the CSEA I Salary Schedule), SJCOE shall pay a one-time sign-on bonus of $1,000.00, subject to all normal withholdings and deductions, to each person newly hired for any position listed on the CSEA I Salary Schedule for the 2022-23 or 2023-24 school years. Sign-on bonuses paid to persons hired to fill less than 0.75 FTE positions will be prorated. Each eligible person is limited to a single sign-on bonus.

(b) The sign-on bonus will be paid directly to the employee. The first payment of $500.00 will be made within 30 days of the first day of service. The

second payment of $500.00 will be made within 30 days of the employee successfully completing the 6-month probationary period.

(c) The sign-on bonuses will be paid to qualifying employees newly hired for the 2024-25 and 2025-26 school years.

(d) Employees who receive the sign-on bonus and subsequently resign their employment prior to providing one year of continuous service at SJCOE shall be obligated to repay the full sign-on bonus amount received to SJCOE. Employees offered the sign-on bonus will be notified of this repayment obligation in writing at the time of hire.

3. Initial Placement

New employees will normally be placed on Step 1 of the schedule. However, outstanding previous experience of a comparable nature may result in initial placement on Step 2 or Step 3, but in no case beyond Step 3.

4. Anniversary Date

(a) All step increases shall occur as of July 1.

(b) All employees both full and part-time shall receive step increases as follows:

1. Employees hired on or before December 31 shall receive a step increase on the first July 1 of employment.

2. Employees hired on or after January 1 shall receive a step increase the second July 1 of employment.

5. Payday

Payday for regular compensation shall be on the last working day of the month on which the administrative offices are open for business.

6. Method of Payment

Employees may elect to receive paychecks through electronic deposit to their bank account or by U.S. mail to their home. Mailed paychecks will be postmarked not later than the designated payday, but may not reach employees' home until after the designated payday. Electronic deposits will be posted to the employee's bank account on the designated payday.

7. Salary Payment Options

(a) Twelve (12) month employees shall receive twelve (12) equal paychecks per year, paid on the end-of-month regular payroll.

(b) Eleven (11) month or school-term employees shall have the following salary payment options:

1. 11/11 - Annual salary divided into eleven (11) equal paychecks. (August current year to June next year.)

2. 11/12 - Annual salary divided into twelve (12) equal paychecks (August current year to July next year). Funds do not accrue interest and shall not be electronically deposited for the July pay warrant. Any classification change during the school year results back to an eleven (11/11)-month pay schedule.

(c) New Hires' First Paycheck

New hires, employees starting work on or before the 16th of the month, will receive their first check on that month's regular payroll. Employees, whose first day of work starts after the 16th of the month but before the 27th, will receive their first paycheck on the following month's supplemental payroll. Employees whose first day of work is on or after the 27th will receive their first paycheck on the following month's regular payroll. These dates are subject to completed paperwork submitted to the Payroll Department.

ARTICLE XVII
TRAVEL

1. Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the mileage rate allowed by the IRS. Should such rate change during the term of this Agreement, the County Office of Education will begin reimbursing at the new rate as of the first of the month following thirty (30) days of receipt of the notice from the IRS.

2. Employees shall not be required to transport students in their personal vehicle except in the case of an emergency or in order to assure the safety of the students.

3. Employees shall be reimbursed for food and lodging at the rate specified in accordance with the County Office of Education policy.

ARTICLE XVIII
LAYOFF

1. General

A layoff for the purpose of this article shall be considered as an involuntary separation or reduction of hours of a permanent employee due to lack of funds and/or lack of work. County Office of Education and C.S.E.A. Chapter #755 agree that all obligations to negotiate any effects, impacts, or processes regarding any layoff have been met and that all such provisions are contained in this Article.

2. Priority of Termination

No bargaining unit member shall be laid off from any position while an employee not in classified service is performing work under the same classification.

3. Seniority Roster

The County Office of Education shall furnish C.S.E.A. Chapter #755 no later than January 15 of each year, a seniority roster by hire date as it existed on October 31 of that school year. At any time, C.S.E.A. Chapter #755 or an employee may challenge his/her placement on the seniority roster by making objections to the Superintendent or his/her designee who shall review the objections and conduct an audit if requested, and make the results of such audit known to C.S.E.A. Chapter #755 and the employee.

4. Order of Layoff

The order of layoff shall be in reverse order of hire date seniority in the job classification in which the layoff occurs. The employee who has been employed the shortest time shall be laid off first. For all employees, seniority means the earliest date of hire in the job classification in which the layoff occurs, plus higher classifications. In cases where a break in service has previously occurred due to layoff or an approved leave of absence, and the break in service lasted not more than 39 months, the original hire date shall be used. If the break in service lasted more than thirty-nine (39) months, the most recent hire date shall be used.

5. Equal Seniority

If two or more employees subject to layoff have equal classification seniority as defined in paragraph 3, then the determination shall be made by lot.

6. Notice of Layoff

(a) The County Office of Education agrees to meet with the affected employee(s) and give C.S.E.A. Chapter #755 such non-confidential written materials and information as are available. Such meeting shall not involve a bargaining obligation and shall not delay any action related to layoff that the County Office of Education deems necessary. The County Office of Education will provide C.S.E.A. Chapter #755 with an updated seniority roster for those classifications affected no less than five (5) working days before action of the County Superintendent. Once a layoff notice is given,

an employee may challenge his/her place on the seniority roster only within ten (10) working days following notification of the layoff by making objections to the Superintendent or his/her designee who shall review the objections and conduct an audit, if requested, and make the results of such audit known to the employee(s) and C.S.E.A. Chapter #755 prior to the effective date of any layoff(s) involving such employees.

(b) After County Superintendent action has been taken to initiate a layoff for the ensuing year, a written notice of layoff shall be given to affected employees no later than March 15.

(c) Notwithstanding Section 6(b) of this Article, when, as a result of the expiration of a specially-funded program, the employee to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date, their displacement rights, if any, and reemployment rights.

(d) Notwithstanding Section 6(b) of this Article, during the time period between five days after the enactment of the state budget and August 15 of the fiscal year to which the state budget applies, if the County Superintendent determines the county office local control funding formula apportionment per unit of average daily attendance for the current fiscal year has not increased at least 2 percent, and further determines it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the County Superintendent may issue a Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the County Superintendent.

7. <u>Notice of Layoff / Statement of Reduction in Force Contents</u>
The notice of layoff shall contain the following information:

(a) The reason for layoff.

(b) The employee's displacement rights, if any.

(c) The employee's reemployment rights.

(d) A copy of the layoff notice and a list of the employees receiving such notice shall be given to C.S.E.A. Chapter #755.

(e) The right to request a hearing to determine if there is cause for not reemploying the employee for the ensuing year.

(f) The employee's unemployment insurance rights.

8. Bumping Rights

(a) Employees whose positions are eliminated maintain the right to displace other employees in the classification with less seniority. In lieu of layoff, senior employees have the right to bump a less senior employee in a lower classification in which the first employee has previously served. An employee who is being laid off may voluntarily accept a reduction in assigned time in lieu of layoff. Assigned time means the number of hours per day, days per week, or days per year worked by the employee. The senior employee does not have a right to reassignment into a position with greater assigned time, unless a vacancy exists. The right to reassignment to a position with less assigned time shall be based on seniority.

(b) Employees also shall have the right to bump less senior employees serving in lower included classifications. "Lower included classifications" are those which have duties that are included or encompassed in the duties designated for another classification. For example, a C.S.E.A. Schedule 1 Employee – Bilingual would have bumping rights to be reassigned as a C.S.E.A. Schedule 1 Employee, even though the employee has not served in the C.S.E.A. Schedule 1 Employee position.

(c) Displacement (bumping) rights must be exercised within ten (10) workdays of the notice of layoff.

9. Seniority for Bumping

(a) Seniority, for the purpose of determining bumping rights, shall be determined by the County Office of Education date of hire within the classification.

(b) In the event three or more positions are to be laid off at the same time, the County Office of Education and C.S.E.A. Chapter #755 will hold a conference for the fact of bidding all remaining positions.

(c) A time and place for the bidding conference will be mutually established between the County Office of Education and C.S.E.A. Chapter #755. One week prior to the conference, C.S.E.A. Chapter #755 and all employees in the affected job classification will be provided with a seniority list and a list of open positions. This information will include a description of the position, the location, hours, and special needs. The name of a contact person who can discuss the position will also be included.

(d) Any employee who is interested in the bidding conference will be welcome to attend.

(e) The open positions will be listed for all participants. The most senior employee present and who wishes to do so, has the first opportunity to "bid" for any open position on the board. With that action, the selected

position is removed from the board, and the position of the person who bid is added to the list as a newly opened position. If the most senior person at any given time does not "bid," he/she is removed from the process and no longer has the option of "bidding" on positions that may become open throughout the remainder of the process. The next senior employee who is present then has the opportunity to bid for any open position that is listed. The process is repeated until all open positions are filled. If two or more employees have equal seniority, then the determination shall be made by lot.

(f) When an employee who is initially displaced because of the layoff action reaches his/her opportunity to bid based on seniority status, he/she may elect from any of the open positions or he/she may elect to "pass." In electing to "pass", the employee reserves the right to intervene at any subsequent time when a position becomes open in which he/she has an interest.

EXAMPLE: Suppose a C.S.E.A. Schedule 1 Employee on the seniority list has been displaced by the layoff action, but he/she still has enough seniority to hold a position within the organization. When his/her turn to choose arrives, he/she decides not to make a selection from the positions that are open at that time, but chooses to "pass." The process then moves to the next most senior C.S.E.A. Schedule 1 Employee who decides to elect from the open positions, leaving his/her current position open. At that time, the "displaced" C.S.E.A. Schedule 1 Employee may choose to exercise his/her option to select from the open positions, or he/she may continue to wait in the hope that another position will become open. If the C.S.E.A. Schedule 1 Employee does not exercise his/her option to choose and waits until the end of the bidding process, he/she may choose only from one of the positions that remain open at the end of the bidding process. It should be noted that if the C.S.E.A. Schedule 1 Employee waits too long, the possibility exists that only three-hour positions without benefits may remain.

(g) Upon completion of the bidding process, and prior to assignments being considered final, management shall have the option to reassign any positions when it is believed to be in the best interest of the educational program or departmental operations. Reasons for adjustments will be provided to the affected parties in writing.

10. Salary Placement for Employees Exercising Displacement Rights

An employee exercising displacement rights (bumping) to a lower classification will be placed on the same step of the lower or equal range as that held in the classification from which displaced.

11. Retirement in Lieu of Layoff

(a) Any employee who was subject to, or was in fact laid off, and who is qualified for and who elected service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The County Superintendent shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff.

(b) If an employee is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the County Superintendent shall maintain the vacancy, but may fill it on a temporary basis until the Board of Administration of the Public Employees Retirement System has properly processed the employee's request for reinstatement from retirement.

12. Layoff in Lieu of Bumping

An employee who elects layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

13. Reemployment Rights

(a) Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available. His/her reemployment shall take precedence over any other type of employment in his/her classification.

(b) Employees who, at the time of layoff, take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at his/her option, returned to a position in his/her present/former classification or to present/former positions with the number of hours assigned prior to layoff, as vacancies become available, for a period of sixty-three (63) months, except that he/she shall be ranked in accordance with his/her seniority on any valid reemployment list.

14. Reemployment Notice

(a) An employee who is laid off and is subsequently eligible for reemployment, shall be notified, in writing, by the County Superintendent of opening(s) for which he/she is eligible. The notice shall be sent with a "Proof of Service by Mail" to the last address on record with the Human Resources Department of the employee.

(b) In lieu of mail notice, the County Superintendent may elect to give notice by telephone or by personal contact to the person directly involved if mutually agreed to by the County Office of Education and the employee at the exit interview. If the position is refused or accepted, the County Superintendent will confirm such refusal or acceptance by letter to the employee with a copy to C.S.E.A. Chapter #755 within five (5) days.

(c) The County Superintendent may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.

15. Employee Response

(a) An employee shall send notification to the County Superintendent of his/her intent to accept or refuse reemployment within ten (10) working days from the date of the reemployment notice. Failure to respond within that time shall result in the employee's name being removed from the reemployment list.

(b) If the employee is contacted by telephone or other personal contact is made, he/she must accept the position within ten (10) calendar days or it is deemed declined. If the employee accepts reemployment, he/she must be willing and able to report to work within twenty (20) working days following notice of reemployment. If the employee accepts reemployment but fails to report to work within twenty (20) working days following notification of employment, he/she will be removed from the reemployment list. Such removal shall not apply in cases of illness or emergencies. An employee who has received and declined two offers of reemployment in the classification from which laid off, with the same or more hours than those assigned at the time of layoff, shall be removed from the reemployment list. An employee who has received and declined reemployment to a lower or equal classification with fewer hours assigned at the time of layoff, shall continue his/her status on a reemployment list for the original thirty-nine (39) month period.

16. Employment in Other Classifications

(a) The employee on a reemployment list shall have the right to apply for promotional positions and other vacancies within the filing period specified. An employee on a reemployment list shall be notified by mail of promotional and other vacancy opportunities for which he/she is eligible. When, in the judgment of management, all other factors are equal, an employee on a reemployment list shall be given hiring preference over an individual who is not an employee of the County Office of Education.

(b) The employee may file with the County Superintendent each July 1 a request for notice of vacancies in specific classifications or positions. A copy of the promotional and vacancy opportunity shall be sent to the employee on the same day as the notice is posted at school sites and shall be sent by mail to the last known address of the employee. This notice may also be given by telephone as provided in Section 15 (b).

(c) An employee who accepts reemployment in a lower or equal classification pursuant to this section, shall continue his/her status on a reemployment list for the original thirty-nine (39) month period plus an additional twenty-four (24) months for a total of sixty-three (63) months.

17. Maintenance of Seniority Credit, Vacation, Longevity and Salary Step Placement

An employee laid off or who elected retirement in lieu of layoff and who was subsequently reemployed by the County Superintendent within thirty-nine (39) months following the effective date of layoff shall be reinvested with credit for prior service on record at the point of separation for purposes of seniority credit, vacation, longevity, and salary step placement.

18. Maintenance of Sick Leave Benefits

An employee laid off and subsequently reemployed by the County Superintendent within thirty-nine (39) months following the effective date of layoff shall be credited with his/her sick leave balance at the time of separation.

ARTICLE XIX
DISCIPLINARY PROCEDURES

1. Any employee designated as a permanent employee shall be subject to disciplinary action for just cause, including, suspension, demotion, and dismissal. Such just cause shall include, but not be limited to those as set forth in this Article. Probationary employees are not entitled to the due process provisions of this Article. This Article shall not limit the right of the County Office of Education to evaluate or reprimand employees orally or in writing or to counsel employees.

2. Cause for Suspension or Termination shall include but not be limited to:

(a) Incompetency or inefficiency

(b) Unauthorized or excessive absence and/or repeated tardiness

(c) Insobriety or unauthorized use or possession of alcohol or narcotics during duty hours

(d) Insubordination

(e) Dishonesty

(f) Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the County Office of Education

(g) Immoral or unprofessional conduct

(h) Evident unfitness for service

(i) Physical or mental condition unfitting for service

(j) Persistent violation of or refusal to obey the school laws of the state or rules and regulations of the county

(k) Discourteous treatment of the public, pupils, or employees of the County Office of Education

(l) Neglect of duty

(m) Intentional misrepresentation or concealment of any fact in connection with obtaining employment

(n) Willful damage to public property, excessive waste of public supplies or equipment, or excessive carelessness with County Office of Education property or funds

(o) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position

(p) Repeated failure to perform regular or assigned duties

(q) Knowingly providing verbal or written confidential information to individuals not entitled to such information

3. Procedure for Suspension or Termination

(a) A permanent employee shall receive a preliminary written notice of any proposed suspension without pay or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based, the date the disciplinary action is proposed to be effective, and all materials upon which the disciplinary action is based.

(b) The employee shall have the right to respond either orally or in writing within seven (7) days of receiving the notice to the Superintendent or designee. The Superintendent's designee shall not have conducted the investigation or have made the initial recommendation for disciplinary action. The Superintendent or designee shall consider the employee's response and recommend within fifteen (15) calendar days that the proposed disciplinary action either be taken or not taken.

4. A permanent employee who is suspended with or without pay or terminated shall be given written notice of the specific charges by the Superintendent or designee. The dismissal or suspension shall be effective the day of service of the notice; and all pay shall cease as of that date and benefits shall continue until the end of the month in which the written notice is served upon the employee.

(a) The notice shall contain a statement of his/her rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the employee, and said notice shall be accompanied by a paper or card, the signing and filing of which shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing and appeal.

5. Any permanent employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent or designee.

6. <u>Appeal Procedure</u>

(a) The Superintendent shall determine whether any hearing will be conducted before the Superintendent or a Hearing Officer. The term "Hearing Officer" shall mean any person who is selected by the Superintendent.

(b) The Superintendent or Hearing Officer shall set the matter for hearing and shall give the employee at least twenty (20) calendar days' notice in writing of the date and place of such hearing.

(c) The employee shall attend any hearing and shall be entitled to:

1. be represented by counsel or any other person at such hearing
2. testify under oath
3. compel the attendance of other employees of the County Office of Education to testify on behalf of the accused employee
4. cross-examine all witnesses
5. present such evidence Hearing Officer deems necessary
6. argue the case

(d) The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper an admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

(e) The Hearing Officer may, at its discretion, exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee and their respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused employee all persons not having a direct interest in the hearing may be excluded.

(f) The burden of proof shall be upon the party attempting to substantiate the charges.

(g) Upon completion of the hearing, a written decision shall be signed and filed by the Superintendent, which shall constitute his/her decision. If the hearing is not before the Superintendent, written findings and recommendations shall be submitted by the Hearing Officer to the Superintendent for his/her approval. If the Superintendent accepts such findings and conclusions, he/she need not read the record of the hearing; if he/she declines to accept such findings and conclusions, he/she must review the record or provide for an additional opportunity to be heard, after which he/she may adopt the findings and conclusions made by the Hearing Officer, or make his/her own findings and conclusions.

(h) Hearings may be conducted without stenographic reporter or electronic recording machine unless the employee requests in writing, at least three

(3) full business days before the day set for the hearing, that such hearing be reported or recorded and pays one-half the cost or fee for such reporting or recording. The Superintendent may, at his/her discretion, record the hearing.

(i) The Hearing Officer may grant a continuance of any hearing upon such terms and conditions as it may deem proper subject to a showing of good cause. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

(j) Nothing in this Article shall limit the County Office of Education's authority under the Education Code to impose a mandatory leave of absence or dismissal for arrest or conviction of criminal offenses set forth in the Code.

ARTICLE XX
MISCELLANEOUS PROVISIONS

1. Within thirty (30) days of ratification of this Agreement by both parties herein, the County Office of Education shall post Agreement on the SJCOE website and provide CSEA with 75 copies.

2. The provision of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE XXI
SAVINGS

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

2. In the event of suspension or invalidation of any Article or section of this Agreement, the parties agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

ARTICLE XXII
CONCERTED ACTIVITIES

1. The County Office of Education and C.S.E.A. Chapter #755 agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process. It is agreed that County Office of Education and C.S.E.A. Chapter #755 will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet-and-negotiate process, except by mutual agreement of the County Office of Education and C.S.E.A. Chapter #755. The foregoing is not applicable to legislative advocacy or to the seeking of judicial relief by the parties.

2. During the term of this Agreement it is agreed and understood that there will be no strike, work stoppage, or slow-down.

3. C.S.E.A. Chapter #755 recognizes the duty and obligation of its membership to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

ARTICLE XXIII
COMPLETENESS OF AGREEMENT

1. This document comprises the entire agreement between the County Office of Education and C.S.E.A. Chapter #755 on matters within the lawful scope of negotiations for the 2024-25, 2025-26, and 2026-27 school years.

2. This agreement concludes negotiations for Article XV - Benefits and Article XVI - Salary for the 2025-26 and 2026-27 fiscal years, commencing on July 1, 2025, and concluding on June 30, 2027.

3. For the 2026-27 school year, the parties shall reopen not more than two (2) additional articles.

4. During the term of this Agreement, any article may be reopened with the mutual consent of the Association and the County Office of Education.

ARTICLE XXIV
TERM OF AGREEMENT

1. This Agreement shall be effective from July 1, 2024, and shall remain in full force and effective through June 30, 2027.

2. During negotiations for a subsequent agreement, this Agreement will remain in full force and effect for the term of this Agreement, and for beyond the stated expiration date until such time as a new or modified Agreement is ratified by both parties.

IN WITNESS WHEREOF, parties hereto have set their hands this 13th day of May 2025.

Hernan Mendoza
CSEA SJCOE #755, Chapter President

Troy A. Brown, Ed.D.
County Superintendent of Schools

Christina Flores
CSEA SJCOE #755, Chapter Vice President

Terrell Martinez
Deputy Superintendent

Jacqulyn Matthews
CSEA SJCOE #755, Negotiations Team

Jane Chamberlain
Deputy Superintendent

Carol Black
CSEA Labor Relations Representative

Janine Kaeslin
Deputy Superintendent

Alma Paez
CSEA SJCOE #755, Negotiations Team

Christina Torres-Peters
Chief Human Resources Officer

'EXHIBIT 1'

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
2025 - 2026
SPECIAL EDUCATION

SCHOOL MONTHS	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	DAYS TAUGHT	CONTRACT DAYS	LEGAL HOLIDAYS	BOARD HOLIDAYS
1	July					July					July					July					0	0	1	0
		1	2	3	(L) 4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25				
2	July/August					August					August					August					14	16	0	0
	28	29	30	(NS) 31	(S) 1	(S) 4	(FD) 5	6	7	8	11	12	13	14	15	18	19	20	21	22				
3	August					September					September					September					19	19	1	0
	25	26	27	28	29	(L) 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19				
4	September					September/October					October					October					15	15	0	5
	22	23	24	25	26	29	30	1	2	3	(B) 6	(B) 7	(B) 8	(B) 9	(B) 10	13	14	15	16	17				
5	October					October					November					November					18	18	1	1
	20	21	22	23	24	27	28	29	30	31	3	4	5	6	7	(B) 10	(L) 11	12	13	14				
6	November					November					December					December					15	15	1	4
	17	18	19	20	21	(B) 24	(B) 25	(B) 26	(L) 27	(B) 28	1	2	3	4	5	8	9	10	11	12				
7	December					December					December/January					January					9	10	2	8
	15	16	17	18	19	(B) 22	(B) 23	(B) 24	(L) 25	(B) 26	(B) 29	(B) 30	(B) 31	(L) 1	(B) 2	(S) 5	6	7	8	9				
8	January					January					January					February					19	19	1	0
	12	13	14	15	16	(L) 19	20	21	22	23	26	27	28	29	30	2	3	4	5	6				
9	February					February					February					March					18	18	2	0
	(L) 9	10	11	12	13	(L) 16	17	18	19	20	23	24	25	26	27	2	3	4	5	6				
10	March					March					March					March/April					20	20	0	0
	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3				
11	April					April					April					April/May					15	15	0	5
	6	7	8	9	10	(B) 13	(B) 14	(B) 15	(B) 16	(B) 17	20	21	22	23	24	27	28	29	30	1				
12	May					May					May					May					18	18	1	0
	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	(L) 25	26	27	(LD) 28	29				
13	June					June					June					June					0	0	1	0
	1	2	3	4	5	8	9	10	11	12	15	16	17	18	(L) 19	22	23	24	25	26				
14	June																				0	0	0	0
	29	30																						
																					180	183	11	23

L - Legal Holiday
B - Board designated non-teaching days
FD - First Day of School - 8/5/2025
LD - Last Day of School - 5/28/2026
• Total Instructional Days: 180

NS - New Teacher Inservice
S - All Teachers Inservice

Board Approved: 1/15/2025

- **Programs may deviate from this suggested calendar within the legal limits of Education Code sections 41420, 46200, 37220.**
- SJCOE satellite classes shall operate on host district school calendars for student contact days.
- Teacher preparation days and/or staff development voluntary inservice days will be noted on individual program calendars.

'EXHIBIT 2'

SJCOE
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2025-2026
CSEA 1 SALARY SCHEDULE

STEP DOWN	RANGE ACROSS R01	R02	R03	R06	R07	R09
1	$21.28	$21.63	$21.63	$21.96	$24.38	$35.39
2	$22.11	$22.52	$22.52	$22.86	$25.60	$37.16
3	$23.22	$23.70	$23.70	$24.05	$26.85	$39.03
4	$24.34	$24.82	$24.82	$25.14	$28.18	$40.99
5	$25.72	$26.18	$26.18	$26.51	$29.63	$43.05
6	$25.72	$26.18	$26.18	$26.51	$29.63	$43.05
7	$25.72	$26.18	$26.18	$26.51	$29.63	$43.05
8	$26.17	$26.63	$26.63	$26.96	$30.06	$43.51
9	$26.17	$26.63	$26.63	$26.96	$30.06	$43.51
10	$26.17	$26.63	$26.63	$26.96	$30.06	$43.51
11	$26.62	$27.08	$27.08	$27.42	$30.49	$43.95
12	$26.62	$27.08	$27.08	$27.42	$30.49	$43.95
13	$26.62	$27.08	$27.08	$27.42	$30.49	$43.95
14	$27.07	$27.53	$27.53	$27.86	$30.96	$44.39
15	$27.07	$27.53	$27.53	$27.86	$30.96	$44.39
16	$27.07	$27.53	$27.53	$27.86	$30.96	$44.39
17	$27.52	$27.99	$27.99	$28.31	$31.39	$44.84
18	$27.52	$27.99	$27.99	$28.31	$31.39	$44.84
19	$27.52	$27.99	$27.99	$28.31	$31.39	$44.84
20	$27.96	$28.42	$28.42	$28.76	$31.83	$45.28
21	$27.96	$28.42	$28.42	$28.76	$31.83	$45.28
22	$27.96	$28.42	$28.42	$28.76	$31.83	$45.28
23	$28.41	$28.87	$28.87	$29.21	$32.28	$45.73
24	$28.41	$28.87	$28.87	$29.21	$32.28	$45.73
25	$28.41	$28.87	$28.87	$29.21	$32.28	$45.73
26	$28.86	$29.32	$29.32	$29.65	$32.71	$46.19

Salary is based on an hourly rate

$240 AA Stipend. $600 BA Stipend. $2,100 Masters Stipend.

RANGE	POSITION
R01	Instructional Assistant
R02	Instructional Assistant - Bilingual Spanish
R03	Instructional Assistant - Bilingual Deaf and Hard of Hearing
R06	Health Care Assistant
R07	Certified Occupational Therapist Assistant
R09	Educational Sign Language Interpreter/Tutor

1. All employees shall advance on the salary schedule one step each year until a maximum for the position has been reached
2. All appropriate rights, benefits and responsibilities of classified employees as specified in the *California Education Code* and the *San Joaquin County Classified Employees Handbook* will pertain.
3. New Assistants will normally be placed on Step 1 of the schedule. However, previous experience of a comparable nature may result in initial placement on Step 2 or Step 3, but in no case beyond Step 3.
4. Employees paid on this Salary Schedule are represented by California School Employees Association (CSEA) SJCOE Chapter #755.

SJCOE
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2025-2026

PERMANENT CSEA 1 EMPLOYEE SIGN-ON BONUS SALARY SCHEDULE

STEP DOWN	RANGE ACROSS A	
1	$ 0.00	
2	$1,000.00	

CSEA 1 Sign-On Bonus Details

*Sign-on bonuses will be paid to qualifying employees newly hired for the 2025-26 school year.

*Each eligible employee is limited to a single sign-on bonus.

*Sign-on bonuses paid to employees hired to fill less than 0.75 FTE positions will be prorated.

*Employees who receive the sign-on bonus and subsequently resign their employment prior to providing one year of continuous service at SJCOE shall be obligated to repay the full sign-on bonus amount.

Step 2 Range A

The first payment of **$500** will be made within 30 days of the first day of service.
The second payment of **$500** will be made within 30 days of the employee successfully completing the 6-month probationary period

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2025-2026
CSEA 2 HOURLY SALARY SCHEDULE

STEP DOWN	RANGE ACROSS R01	R04	R07	R10	R13	R16	R17	R18	R19	R20	R21	R22	R23	R24	R25
1	$19.07	$20.77	$21.44	$22.74	$23.42	$24.13	$24.73	$25.37	$25.97	$26.64	$27.29	$28.00	$28.68	$29.39	$30.14
2	$19.99	$21.79	$22.50	$23.90	$24.55	$25.33	$25.93	$26.61	$27.26	$27.94	$28.61	$29.35	$30.09	$30.86	$31.66
3	$20.96	$22.93	$23.60	$25.04	$25.84	$26.55	$27.21	$27.90	$28.58	$29.30	$30.04	$30.81	$31.55	$32.36	$33.17
4	$22.08	$24.03	$24.85	$26.36	$27.13	$27.92	$28.59	$29.32	$30.05	$30.82	$31.57	$32.37	$33.19	$34.00	$34.87
5	$23.10	$25.21	$26.01	$27.64	$28.48	$29.29	$30.03	$30.80	$31.54	$32.31	$33.13	$33.95	$34.83	$35.67	$36.57

$240 AA Stipend. $600 BA Stipend. $2,100 Masters Stipend.

Salaries shown in hourly increments. Step increments will be July of each fiscal year. New employees hired before January 1 will advance next July. Employees hired January 1 through June 30 will advance the second July of employment.

Longevity: Percentages will be effective July 1, based on completed SJCOE years of service as of June 30. Years of service will earn the following:
10 years worked - 2.5%, 15 years - 5%, 20 years - 7.5% and 25 years - 10%.

Employees paid on this Salary Schedule are represented by California School Employees Association (CSEA) SJCOE Chapter #755.

Position Relationship	Range
Recruiter	R04
Preschool Tutor	R07
Job Developer/Job Coach	R10
Parent Educator I	R10
Support Services Facilitator	R10
Parent Educator II	R18
Primary Academic Assistant	R18
Secondary Academic Advisor	R25

'EXHIBIT 24'
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CLASSIFIED EMPLOYEE WORK SCHEDULE
2025-2026

NAME: _____ **POSITION:** _____

Number of Days in Work Year [ ] **Hire Date:** **(New Employees/Assignment Only)** _____

(School Term = 183 Days - 10 Months = 198 Days - 11 Months = 218 Days)

Circle those days which you anticipate will be work days for the 2025-2026 year. This document should accurately reflect your work year, thus any changes should be reported by submitting an updated form or a memo outlining the change to the appropriate immediate supervisor. Dates with a border indicate legal holidays.

ENTER TOTAL WORK DAYS FOR EACH MONTH

JULY [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE [ ]

S	*M*	*T*	*W*	*T*	*F*	*S*
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Employee's Signature **Date**

Supervisor's Signature **Date**

Please return completed calendar to your supervisor

3/11/25 - T.Araujo

FLEXIBLE CALENDAR
POSITIVE ATTENDANCE REPORT

'EXHIBIT 25'

SJCOE
EDUCATE · INNOVATE · INSPIRE

Employee _____ **Employee ID #** _____ **Month** _____ **Year** _____

Program/Dept. _____ **Hours Per Day** _____ **Annual Contract Days** _____

Date	Days Worked	Hours Worked	Hours Off	Absence Code	Comment
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
Total				Calculating Total Contract Days (*Workdays plus Contract Absences*)	

Place ✓ in "Days Worked" column for workdays. Indicate # of hours worked or hours off for each day.

Contract Absence Codes & Reasons
(Counts toward contract days)

Employees are required to report all absences to Frontline

CODE	ABSENCE REASON
SICK	Employee Illness
PN	Personal Necessity*
NTD	No-Tell Day (must have PN available)
BRV	Bereavement Leave
JD	Jury Duty or Court Witness Subpoena
W/C	Workers' Compensation Leave**
PDL	Pregnancy Disability Leave*
PAT	Paternity Leave*
FMLA	Family or Medical Leave*
CFRA	CA Family Rights Act/Baby Bonding*
MIL	Military Service*
UNPD	Unpaid Leave of Absence*

*Requires Pre-Approval
**Must include date of injury in Comment column

If approved to work on a weekend, please describe the work in the Comment column

Family, Pregnancy & Medical Leave Notification

If your absence is for one of the four reasons listed below, you may be eligible for certain rights and benefits relating to Employee Leave:

1. Disability resulting from your own pregnancy, childbirth, or other related medical conditions.
2. The birth, adoption, or foster care placement of your child.
3. Your own serious health condition.
4. To care for your child, parent, or spouse or other qualifying family member who has a serious health condition.

If you believe that your absence may qualify for State/ Federal Leave Rights under one of the above four categories, you may contact the Attendance Unit at attendance@sjcoe.net for information.

Absence Reporting

Employees must also comply with individual departmental rules relative to reporting of absences.

Monthly Total	Prior Month YTD	Year-To-Date

This Positive Attendance Report must be signed and submitted monthly on the last workday of each month. Reports must be completed even if there are no absences. Attendance Verifier and immediate supervisor must review and sign by the 5th of each month. If the 5th falls on a weekend or holiday, this form will be due on the following workday.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____ Attendance Verifier Initials _____