

**MASTER AGREEMENT**

**BETWEEN**

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
SJCOE CHAPTER #755**

**2021-2022**

**2022-2023**

**2023-2024**

**Agreement of June 14, 2023**

**Concluding All Matters Through 2023-24**

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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.

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*ARTICLE IV*  
NEGOTIATION PROCEDURES

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4 1. Definitions:

5 (a) Negotiable Items

6 The scope of representation shall be limited to matters relating to  
7 wages, hours of employment, and other terms and conditions of  
8 employment as defined in the Educational Employment Relations  
9 Act (EERA).

10  
11 (b) Meet and Negotiate

12 “Meet and Negotiate” shall mean meeting, conferring,  
13 negotiating, and discussing by the exclusive representative and  
14 the public school employer in a good faith effort to reach an  
15 agreement on matters within the scope of representation.

16  
17 2. No later than January 15 of the calendar year in which the Agreement  
18 expires, each party shall submit its sunshine proposal for a successor  
19 agreement to the other party. In the event January 15 falls on a  
20 weekend or holiday, initial proposals shall be submitted to the  
21 Superintendent by the next school day.

22  
23 3. No later than January 15 of the calendar year in which any Article of  
24 this Agreement may be negotiated, the Association shall submit its  
25 initial proposals to the Superintendent. In the event January 15 falls on  
26 a weekend or holiday, initial proposals shall be submitted to the  
27 Superintendent by the next school day.

28  
29 4. Meetings and negotiation sessions shall be held at mutually agreeable  
30 times and locations. Negotiations shall be split between non-  
31 instructional and instructional times which are mutually agreeable to  
32 the County Office of Education and C.S.E.A. Chapter #755. C.S.E.A.  
33 Chapter #755 representatives shall be limited to six, with no more than  
34 three being C.S.E.A. Schedule 1 Employees. C.S.E.A. Chapter #755  
35 representatives shall suffer no loss of compensation for serving on  
36 instructional time.

37  
38 5. The County Office of Education will, upon request, furnish C.S.E.A.  
39 Chapter #755 with a copy of the adopted budget, financial reports

1 which have been submitted to the California Department of Education,  
2 and other relevant financial data.



***ARTICLE V***  
**EMPLOYEE RIGHTS**

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This Article is intentionally left blank.

*ARTICLE VI*  
ASSOCIATION RIGHTS

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4 1. C.S.E.A. Chapter #755 shall have the right to make use of the County  
5 Office of Education buildings, mail service, and electronic means (to  
6 the extent otherwise available and legally permissible and during non-  
7 work time), facilities, and duplicating at reasonable hours when not  
8 otherwise in use and to post notices on C.S.E.A. Chapter #755 bulletin  
9 boards, provided such material is limited to C.S.E.A. Chapter #755  
10 business and does not violate state or federal laws. The  
11 Superintendent shall designate appropriate staff contacts for  
12 scheduling the use of buildings, facilities, and duplicating equipment.  
13 C.S.E.A. Chapter #755 agrees to pay for consumable supplies within  
14 thirty days of being billed.  
15
- 16 2. Following notification of the Deputy Superintendent, Business  
17 Services, or designee, authorized representatives of C.S.E.A. Chapter  
18 #755 shall be permitted to transact official C.S.E.A. Chapter #755  
19 business on County Office of Education property during non-duty  
20 hours.  
21
- 22 3. The County Office of Education shall make available to C.S.E.A.  
23 Chapter #755 two copies of the Board's agenda for each meeting.  
24 The materials shall be made available to C.S.E.A. Chapter #755  
25 representatives when the agenda-related materials are delivered to the  
26 Board members.  
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*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.
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.

1 *ARTICLE VIII*

2 COUNTY SUPERINTENDENT/COUNTY BOARD RIGHTS

- 3
- 4 1. Rights, powers, authority, and prerogatives which the County Board  
5 of Education and the County Superintendent had prior to entering into  
6 this Agreement shall be retained, except as those rights, powers,  
7 authority, or prerogatives which are expressly and specifically limited  
8 by the provisions of this Agreement.
- 9
- 10 2. The failure to enumerate such retained rights, powers, authority, and  
11 prerogatives shall not be construed as a waiver of any such rights,  
12 powers, authority, or prerogatives.
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*ARTICLE IX*  
GRIEVANCE PROCEDURES

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4 1. Definitions

5 (a) “Grievance” shall mean any written allegation of a violation,  
6 misinterpretation, or inequitable application of this Agreement.  
7 Actions to challenge or change the terms of this Agreement shall  
8 not be considered a grievance.  
9

10 (b) “Day” means any day in which the County Office of Education is  
11 open for a full workday.  
12

13 (c) “Immediate supervisor” is the lowest level administrator having  
14 immediate jurisdiction over the employee.  
15

16 (d) “Grievant” shall mean an employee or C.S.E.A. Chapter #755  
17

18 2. Time Limits

19 Each party involved in a grievance shall act quickly so that the  
20 grievance may be resolved promptly. Every effort should be made to  
21 complete action within the time limits contained in the grievance  
22 procedure, but with the written consent of both parties the time  
23 limitation for any step may be extended.  
24

25 3. Obligation

26 C.S.E.A. Chapter #755 shall represent all employees fairly in  
27 employer-employee relationships with the County Office of  
28 Education.  
29

30 4. Informal Procedure – Level I

31 Within ten (10) days after the employee knew or reasonably should  
32 have known of the event or circumstances occasioning the grievance,  
33 the grievant shall initially meet with his/her immediate supervisor in  
34 an attempt to resolve the grievance formally. A grievance of any  
35 employee(s) of the bargaining unit shall be resolved informally,  
36 whenever possible, with the immediate supervisor. A member of  
37 C.S.E.A. Chapter #755 may accompany the grievant when requested  
38 by the grievant.  
39

40 5. Formal Procedure – Level 2

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

10  
11 6. Level 3

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

20  
21 7. Arbitration – Level 4

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

27  
28 (b) If an arbitrator cannot be mutually agreed upon, an arbitrator  
29 shall be selected from a panel of five names provided by the State  
30 Conciliation Service. After drawing lots the parties shall  
31 alternately strike a name until one remains. That person shall be  
32 the arbitrator.

33  
34 (c) The arbitrator shall review the alleged grievance, all stipulated  
35 facts submitted jointly by the parties and shall hold a hearing.

36  
37 (d) The arbitrator shall render a decision within thirty (30) calendar  
38 days or at a time mutually agreed to by the parties.

1 (e) The decision of the arbitrator shall be final and binding on both  
2 parties of this Agreement unless overruled by the County  
3 Superintendent of Schools.  
4

5 8. Cost of Arbitration

6 In all arbitration proceedings, the arbitrator's fees and expenses shall  
7 be paid fifty percent by C.S.E.A. Chapter #755 and fifty percent by  
8 the County Office of Education. In all other respects, the parties shall  
9 bear their own costs of arbitration.  
10

11 9. Miscellaneous

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

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4 1. Employees work a regularly scheduled number of hours up to a  
5 maximum of eight hours. Any employees who are required to work in  
6 excess of their regularly scheduled hours shall be entitled to additional  
7 compensation. Employees shall be at their duty station promptly in  
8 order to carry out all assignments in an effective and efficient manner.  
9

10 (a) Employees shall be entitled to one duty-free, uninterrupted lunch  
11 period of at least thirty minutes. Employees shall be  
12 accommodated with one 15-minute break, except for 8-hour  
13 assignments which shall have two 15-minute breaks. Break time  
14 schedules may be adjusted with approval of the immediate  
15 supervisor. Rest period shall not be used to lengthen the lunch  
16 period or to shorten the workday or to make up missed time.  
17

18 (b) Employees may work beyond their regularly scheduled hours or  
19 during the uninterrupted lunch period with prior approval.  
20 Approval may be granted by the program administrator.  
21 Compensation for extra time worked shall be based on the  
22 following:  
23

24 Employees shall be paid straight time for less than 8 hours per  
25 day. An employee shall be paid time and one-half for hours  
26 worked in excess of eight hours in a scheduled work day and  
27 double time for hours worked in excess of twelve hours worked  
28 on a scheduled work day. An employee working in excess of  
29 forty hours in a workweek shall be paid at the rate of time and  
30 one-half. Overtime worked shall be calculated to the next higher  
31 one-quarter of an hour (fifteen minutes). Overtime compensation  
32 pay shall normally be paid on the supplemental payroll, which is  
33 issued not later than the tenth day of each month.  
34

35 2. The SJCOE maintains the following classified work schedules:  
36

37 (a) Effective July 1, 2013, the work year calendar for employees on  
38 CSEA 1 Salary Schedule shall be as follows:  
39  
40



1	182	Assigned Work Days*
2	9	Legal Holidays
3	<u>12</u>	<u>Vacation Days</u>
4	203	Total Days Compensation

5  
6 \*Assigned workdays may be student contact, in-service, preparation,  
7 or other duty days, as determined by management.

8  
9 Mutually agreed-upon deviations from the contracted work year shall  
10 be appropriately reflected on an hourly or per diem basis in the  
11 compensation of the affected employee. The specific days beyond the  
12 school calendar shall be agreed upon mutually by the employees of a  
13 given program and that program’s immediate supervisor.

14  
15 (b) Employees on CSEA 2 Salary Schedule will follow one of the  
16 work schedules below:

17  
18 12-Month Schedule

19  
20 Twelve-month Employees work twelve months a year and  
21 accrues vacation time to be scheduled off. See Vacation section  
22 for the number of days earned. Holiday time is included in the  
23 monthly pay schedule with time taken on specified holidays. See  
24 Holidays section for specific holidays. Attendance is recorded on  
25 the Employee Attendance Monthly Report (Exhibit 25).

26  
27 All Less-Than-12-Month Schedules

28  
29 All schedules less than twelve months are based on work  
30 calendars (Exhibit 24) for the number of workdays approved by  
31 supervisors. Employees’ earned vacation days are prorated and  
32 included in monthly pay. Eligible holiday days, except for July  
33 4<sup>th</sup> and Juneteenth, are included in monthly pay. If an employee  
34 is in a paid status for a portion of the working day before July 4<sup>th</sup>  
35 and/or Juneteenth or the working day after July 4<sup>th</sup> and/or  
36 Juneteenth and it is reported on the monthly attendance report  
37 form (Exhibit 25) and work calendar, a time sheet must be  
38 submitted for pay for the July 4<sup>th</sup> and or Juneteenth holiday(s).

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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

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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
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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.

1 6. Work Shift Change

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

8  
9 Work shift changes of 30 minutes or less may be made at any time  
10 based on program needs.

11  
12 Work shift changes over 30 minutes may be made by mutual  
13 agreement between the employee and the immediate supervisor, with  
14 the approval of the department director.

15  
16 An employee whose shift is involuntarily adjusted shall, upon request,  
17 be notified in writing as to the reasons for the shift change. Within  
18 five (5) working days of the written response, the employee shall have  
19 the right to request to meet with and discuss the shift change with an  
20 appropriate administrator at a meeting requested by the employee  
21 prior to a final decision being rendered.

22  
23 Within five (5) working days of such meeting, the employee shall  
24 have the right to appeal the decision to the Director of Human  
25 Resources and shall have the right to a representative of his or her  
26 choice present at either meeting.

27  
28 Temporary/emergency work shift changes shall not be subject to the  
29 five-day notice.

30  
31 7. Hours Change for SJCOE Minimum Days

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33 Work hours may be changed to meet the needs of the program on  
34 minimum days. Part-time employees may be required to change their  
35 work hours from a.m. shift to a p.m. shift or from a p.m. shift to an  
36 a.m. shift on scheduled County minimum days not to exceed seven  
37 days per school year.

*ARTICLE XI*  
LEAVES

1  
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4 1. Sick Leave

5 (a) Employees shall earn one (1) day of sick leave per month of  
6 service in paid status up to twelve (12) days per fiscal year.  
7 Employees who are employed five (5) days a week and  
8 employed less than a full fiscal year are entitled to that  
9 proportion of twelve (12) days leave of absence, e.g., full-time,  
10 ten (10) month employees are entitled to ten (10) days per fiscal  
11 year. Employees may accumulate sick leave without limitation.  
12 Accumulated days shall be prorated to the length of an  
13 employee's average scheduled workday in each month. At the  
14 beginning of each fiscal year, the full amount of sick leave  
15 granted under this section shall be credited to each employee.  
16 Employees who terminate their employment with the County  
17 Office of Education and have used more sick leave than they  
18 have accrued at the time of termination shall have those extra,  
19 unearned hours deducted from their final pay warrant. In case  
20 the final warrant is insufficient to compensate for unearned  
21 leave, the separated employee shall reimburse the County Office  
22 of Education by cash payment.

23  
24 (b) Employees are required to report all absences to the Human  
25 Resources Absence Management System. An employee may  
26 use sick leave with pay when absent for personal illness or  
27 injury. Whenever possible, the employee shall give the program  
28 administrator advanced notice of a planned use of sick leave.

29  
30 (c) Prior to or upon returning to work, employees returning to work  
31 from an extended illness or injury absence (including surgery)  
32 shall be required to present a medical practitioner's release to  
33 return to duty. An extended period shall be considered a period  
34 that exceeds nine (9) calendar days.

35  
36 (d) An affidavit of illness or injury or a statement from a medical  
37 practitioner may be required of an employee by the County  
38 Office of Education. Said affidavits shall only be required if the  
39 request is made in advance of the illness.  
40

1 (e) Any request to return to work on a “light duty” basis or a  
2 reduced work schedule (e.g., half days) must have the prior  
3 approval of the Human Resources Department. It shall be  
4 mandatory that any employee under a doctor’s orders restricting  
5 the employee’s physical activity must provide a copy of the  
6 doctor’s orders to the Payroll/Attendance Department.  
7

8 2. Extended Illness Leave

9 When an employee is absent from his/her duties on account of illness  
10 or accident for a period of five (5) months or less, the amount  
11 deducted from the salary due him/her for any month in which the  
12 absence occurs shall not exceed the sum which is actually paid a  
13 substitute employee employed to fill his/her position during his/her  
14 absence.  
15

16 The five (5) month period shall run concurrently with all other  
17 available leaves and the difference pay shall commence at the  
18 exhaustion of all other available leaves.

19 The amount paid to substitute employees shall not exceed Step 1 of  
20 the appropriate salary schedule.  
21

22 3. Leave Exhausted / 39-Month Reemployment

23 When all available leaves of absence, paid or unpaid, have been  
24 exhausted and if the employee is not medically able to assume the  
25 duties of the employee's position, the employee shall, if not placed in  
26 another position, be placed on a reemployment list for a period of  
27 thirty-nine months. During the thirty-nine (39) month period, with a  
28 medical practitioner’s release to return to duty, the employee shall be  
29 employed in a vacant position in the class of the employee's previous  
30 assignment over all other available candidates except for a  
31 reemployment list established because of lack of work or lack of  
32 funds, in which case the employee shall be listed in accordance with  
33 appropriate seniority regulations. Pursuant to Education Code Section  
34 45192, in cases of industrial accident or illness, the employee must  
35 have served continuously a period of three (3) years with the County  
36 Office of Education before the benefits provided by this section are  
37 made available.  
38  
39  
40

1 4. Pregnancy Disability Leave (PDL)

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

8  
9 (b) The duration of any pregnancy leave shall be determined by the  
10 employee and her physician. The employee shall notify the  
11 County Office of Education of the projected date on which the  
12 leave is expected to commence and the probable date on which  
13 the leave shall terminate, such notice to be given normally not  
14 later than thirty (30) days prior to the expected commencement  
15 date. For events, which are unforeseeable, the SJCOE needs to  
16 be notified, at least verbally, as soon as an employee learns of  
17 the need for the leave. The employer may request at any time  
18 that the employee provide a written statement from her  
19 physician attesting to the actual duration of the employee's  
20 physical incapacity.

21  
22 (c) Nothing in this policy shall prohibit the employees from applying  
23 for additional leave of absence without pay for purposes related  
24 to childbirth and infant care. Such leave may be granted for any  
25 period up to one (1) year.

26  
27 (d) Pregnancy disability leave shall be provided and administered  
28 pursuant to Superintendent Policy 4161.8/4261.8/4361.8 and  
29 Administrative Regulations 4161.8/4261.8/4361.8.

30  
31 5. Child-Rearing Leave

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

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

37  
38 6. Personal Necessity Leave

39 (a) Accumulated sick leave may be used by an employee, at his/her  
40 election, in cases of personal necessity. It shall be the

1 employee's responsibility to notify his/her immediate supervisor  
2 in advance, to furnish reasonable justification, and to secure  
3 administrative approval for all necessity leave requests.  
4 However, the employee shall not be required to secure advance  
5 permission for leave taken for any of the following reasons:  
6

- 7 1. Death or serious illness of a member of his immediate  
8 family.
- 9 2. Accident, involving his/her person or property, or the person  
10 or property of a member of his/her immediate family.
- 11 3. Appearance in any court or before any administrative  
12 tribunal as a litigant, party, or witness under subpoena or  
13 any order made with jurisdiction.  
14

15 (b) In all cases of personal necessity not specified in part (a) of this  
16 paragraph, prior approval of the Deputy Superintendent, Business  
17 Services or his designee is required. The following are examples  
18 of the types of events that would be considered appropriate uses  
19 of personal necessity leave:  
20

- 21 1. Extended bereavement leave.
- 22 2. Emergency home repair that cannot be scheduled during  
23 non-duty hours.
- 24 3. Attending to a family emergency or crisis that cannot be  
25 handled during non-duty hours.
- 26 4. Deployment of immediate family member for active military  
27 duty.  
28

29 (c) Personal necessity leave shall not normally be authorized for  
30 vacation, recreational, or related activities. Such requests may be  
31 approved when, in the judgment of management, it is justified by  
32 the specific circumstances.  
33

34 (d) No accumulated sick leave in excess of eight (8) days may be  
35 used for personal necessity leave in any school year.  
36

37 (e) In any school year, no more than two (2) days of personal  
38 necessity leave may be utilized as "no tell" days.  
39  
40



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

9  
10 8. Jury Leave  
11 An employee shall be authorized paid leave to serve on a jury or as a  
12 subpoenaed witness. The pay the employee shall receive shall be  
13 his/her full pay less any court compensation, excluding expense  
14 reimbursements received by the employee, upon verification of jury  
15 duty service from the court.

16  
17 9. Leave Without Pay  
18 An employee may request, and the County Office of Education may  
19 grant a leave without pay that has potential merit for the County  
20 Office of Education. The employee shall file a request for leave  
21 without pay in writing and in detail.

22  
23 10. Definition of Immediate Family  
24 Immediate family is defined as: mother, father, grandmother,  
25 grandfather, grandchildren, spouse, son, son-in-law, daughter,  
26 daughter-in-law, brother, sister, mother-in-law, father-in-law, brother-  
27 in-law, sister-in-law, aunt, uncle, stepmother, stepfather, stepson,  
28 stepdaughter, stepbrother, stepsister, or anyone living in the  
29 immediate household of the employee.

30  
31 11. Industrial Accident Leave  
32 Employees continuously employed in excess of three years, suffering  
33 a job-related accident or illness shall be entitled to up to sixty (60)  
34 days paid leave per year per accident commencing on the first day of  
35 absence. The industrial accident or illness leave is to be used in lieu  
36 of normal sick leave benefits.

37  
38 When entitlement to industrial accident or illness leave under this  
39 Section has been exhausted, entitlement to other sick leave, vacation

1 or other paid leave may then be used as provided by the Education  
2 Code except as modified by this Agreement.

3  
4 If, however, an employee is still receiving temporary disability  
5 payments under the Workers' Compensation laws of this state at the  
6 time of exhaustion of benefits under this Section, he/she shall be  
7 entitled to use only so much of his/her accumulated and available sick  
8 leave, which, when added to the Workers' Compensation award,  
9 provides the employee's regular salary.

10  
11 12. General Provision

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

17  
18 13. Staff Development

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

22  
23 14. C.S.E.A. Annual Conference

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

30  
31 15. Holidays

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

- 35  
36 1. Independence Day\*\*  
37 2. Labor Day  
38 3. Veterans' Day

- 1           4.   Thanksgiving Day
- 2           5.   Day after Thanksgiving
- 3           6.   Christmas Eve
- 4           7.   Christmas Day
- 5           8.   New Year's Eve
- 6           9.   New Year's Day
- 7           10.  Martin Luther King, Jr. Day
- 8           11.  Lincoln's Day
- 9           12.  Washington's Day
- 10          13.  Memorial Day
- 11          14.  Juneteenth\*\*

12  
13           \*Refer to ARTICLE X, Hours, for holiday allocations for C.S.E.A.  
14           Schedule 1 Employees.

15  
16           \*\*If an employee is in paid status for a portion of working day before July 4  
17           and/or Juneteenth or the working day after July 4 and Juneteenth, and it is  
18           reported on the monthly attendance report form and the work calendar, a  
19           timesheet must be submitted for pay for the July 4 and/or Juneteenth  
20           holiday(s).

21  
22           (b) Celebration Day  
23           If any of the above holidays fall on a Saturday, the holiday will  
24           be celebrated on the prior Friday. If the holiday falls on a  
25           Sunday, it will be celebrated on the following Monday. If  
26           Christmas Eve or New Year's Eve falls on a Sunday, it will be  
27           celebrated on the following Tuesday. If Christmas Day or New  
28           Year's Day falls on a Saturday, then Christmas Eve or New  
29           Year's Eve will be celebrated on the prior Thursday and  
30           Christmas Day or New Year's Day will be celebrated on the prior  
31           Friday.

32

1 (c) Eligibility for Holiday Pay  
2 To be eligible for holiday pay, an employee must be in paid  
3 status for a portion of the working day before or the working day  
4 after the holiday.

5  
6 (d) Part-time Holiday Pay  
7 Part-time employees shall be paid for holidays prorated based on  
8 their full-time equivalent status.

9  
10 (e) Holiday Pay  
11 If an employee is required to work on a holiday, he/she shall be  
12 paid the appropriate rate of pay for the holiday plus time and one-  
13 half for the actual hours worked (for a total of double time and  
14 one-half).

15  
16 16. Vacation

17 (a) Earning Vacation

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

20  
21

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

22  
23  
24  
25  
26

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

30  
31 3. For employees working less than a twelve (12) month  
32 assignment, vacation time is earned and paid on a prorated  
33 basis.

34  
35 (b) Eligibility

36 Employees shall be entitled to accumulate paid vacation time.  
37 Although vacation time may be accumulated during the  
38 probationary period of employment, the employee is not entitled  
39 to use these days until six months of employment have been  
40 successfully completed. Employees are allowed to take up to 40

1 hours of vacation in advance of earning for an approved  
2 scheduled vacation (not to be used for other types of leave).

3  
4 (c) Maximum Vacation Accumulation

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

9  
10 (d) Miscellaneous Vacation Regulations

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

14  
15 2. If an employee's authorized use of vacation comes due  
16 during a period when he/she is on leave due to illness or  
17 injury, he/she may request that his/her vacation dates be  
18 changed to sick leave, and the vacation days may be  
19 rescheduled at a mutually agreeable time.

20  
21 3. No leave without pay shall be allowed if an employee has an  
22 unused balance of vacation days or compensatory time,  
23 except in the case of approved FMLA leave.

24  
25 17. Military Leave

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

31  
32 18. Military Family Leave

33 (a) Pursuant to the Family and Medical Leave Act, any employee  
34 who has been employed by the SJCOE for at least 12 months and  
35 who has at least 1,250 hours of service with the SJCOE during  
36 the previous 12-month period, shall be eligible to take unpaid  
37 military family leave pursuant to applicable federal law and  
38 administrative regulation. Military family leave may be used for  
39 the following reasons:  
40

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

4  
5 2. Because of a qualifying exigency arising out of the fact that  
6 an employee's spouse, son, daughter, or parent is on active  
7 duty or call to active-duty status in support of a contingency  
8 operation as a member of the National Guard or Reserves.  
9 This leave does not extend to family members of military  
10 members in the Regular Armed Forces. (Qualifying Exigency  
11 Leave).

12  
13 (b) Military family leave shall be provided and administered  
14 pursuant to Superintendent Policy 4161.8/4261.8/4361.8 and  
15 Administrative Regulations 4161.8/4261.8/4361.8.

16  
17 19. Family Medical Leave Act (FMLA/CFRA)

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

28  
29 (b) Generally, FMLA leave is available to employees who have been  
30 employed by the County Office of Education for at least twelve  
31 (12) months and who have worked at least 1,250 hours during the  
32 past twelve (12) months of employment.

33  
34 (c) Leave may be taken due to:

35 1. Birth of a child

36 2. Adoption or foster placement of a child

37 3. Health care of the employee's spouse, child, or parent

38 4. Serious health condition of the employee

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- (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 initially exceeds fifteen consecutive workdays.

Application

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

- 1 (b) An eligible employee will submit a written request for donations  
2 to the Human Resources Department, accompanied by a medical  
3 statement from the attending physician, including a brief  
4 statement of the nature of the illness or injury and an estimated  
5 time the employee will be unable to work.  
6

7 Donation Procedure

- 8 (a) Donation of leave will be strictly voluntary; the identity of leave  
9 donors will be held in absolute confidence.  
10  
11 (b) Employees may donate accrued vacation, compensatory time, or  
12 sick leave.  
13  
14 (c) Donations must be made in whole-day increments with a  
15 minimum of one day.  
16  
17 (d) Donors donating vacation or compensatory time must have an  
18 overall vacation/holiday/compensatory leave balance of one  
19 hundred twenty hours remaining after donated time has been  
20 deducted. Donors may donate up to a combined total of three (3)  
21 vacation and comp time days per fiscal year.  
22  
23 (e) Donors donating sick leave must have a sick leave balance after  
24 donation, in an amount not less than the amount of annual sick  
25 leave allocation received by the donor. During any fiscal year,  
26 the amount of sick leave time that may be donated shall not  
27 exceed one-half the amount of sick leave earned and unused in  
28 the previous fiscal year. (Example: In the previous fiscal  
29 year, donor earned twelve (12) days of sick leave and used four  
30 (4) days, leaving eight (8) days unused. Donor could donate four  
31 (4) days.)  
32  
33 (f) Once donated to an individual, donated leave cannot be  
34 reclaimed by the donor.  
35  
36 (g) Employees wishing to donate time will submit donation  
37 authorization forms to the Human Resources Department.  
38 Donation authorization forms which do not contain all requested  
39 information shall not be processed.  
40



- 1 (h) If donations exceed the projected need, donation authorization  
2 forms will be processed in the order received. Excess donations  
3 will be processed, if needed, before an additional donation period  
4 is scheduled.  
5
- 6 (i) Donated credits will be available for use by the recipient on the  
7 next payday which falls at least fourteen (14) days after the date  
8 of submission to the Human Resources Department.  
9
- 10 (j) Donation authorizations will expire after a twelve (12) month  
11 period if not used.  
12
- 13 (k) Upon receipt of donation authorizations, the Human Resources  
14 Department shall take the following actions:
- 15 1. Verify that donating employee has minimum required leave  
16 balance required for donation; convert donated time to  
17 dollars at the hourly rate of the donor and subtract from  
18 designated leave category.  
19
  - 20 2. Convert donated dollars as computed above to hours at the  
21 hourly rate of the recipient, and add to recipient's sick leave  
22 balance.  
23
  - 24 3. Notify donor and recipient of changes in leave balances.  
25
  - 26 4. Retain a confidential file of donation authorizations.  
27
- 28 Donated time is treated as sick leave accrued by the recipient of the  
29 donation.
- 30 (a) Donated time does not alter the employment rights of the  
31 County Office of Education or the recipient, nor extend or alter  
32 limitations otherwise applicable to Leaves of Absence or Sick  
33 Leave, except as noted in this regulation.  
34
- 35 (b) Employees who are utilizing donated sick leave hours will  
36 continue to accrue vacation and sick leave as if in paid status.  
37 Such accrued leave time shall be used prior to additional use of  
38 donated catastrophic leave time.  
39  
40

1 Duration

2 (a) Employees may use donated leave credits for a period not to  
3 exceed twelve (12) consecutive months.  
4

5 21. Parental Leave

6 Parental leave means leave for reason of the birth of a child of the  
7 employee, or the placement of a child with an employee in connection  
8 with the adoption or foster care of the child by the employee. This  
9 leave is available to employees who have been employed by the  
10 County Office of Education for at least twelve (12) months. Any  
11 classified employee who has exhausted all available sick leave,  
12 including accumulated sick leave, and continues to be absent on  
13 account of parental leave (baby bonding) pursuant to Education Code  
14 45196.1 shall receive, for up to 12 school weeks, his/her regular salary  
15 minus the actual cost of a substitute to fill the position, or 50% of  
16 his/her regular salary, whichever is greater. The 12-week period shall  
17 be reduced by any period of sick leave, including accumulated sick  
18 leave, taken during a period of such maternity or paternity leave. An  
19 employee may take no more than one 12-week period for parental  
20 leave during any 12-month period. Parental leave taken pursuant to  
21 this section shall run concurrently with parental leave taken pursuant  
22 to Family Medical Leave (FMLA/CFRA).

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*ARTICLE XII*  
TRANSFERS/VACANCIES

1  
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3  
4 1. General

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

13  
14 (b) Prior to the end of the year, C.S.E.A. Schedule 1 Employees  
15 will submit to the County Office of Education a form listing  
16 their choice of five classes for the coming year. If requested,  
17 where possible, the employee will be retained in the same  
18 position. Where possible, the C.S.E.A. Schedule 1 Employees  
19 will be given one of their first five choices. Within five (5)  
20 working days of notification of assignment, employees who  
21 were not assigned to one of their first five choices shall have the  
22 right to request a meeting with the appropriate administrator.  
23 Within five (5) working days of such meeting, the employee  
24 shall have the right to appeal the decision to the Deputy  
25 Superintendent, Business Services. The employee may have a  
26 representative of his or her choice present at either meeting.

27  
28 2. Voluntary Transfer

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

1 (b) When an employee requests a reassignment during the year  
2 when no vacancy exists, the employee shall be notified in  
3 writing of the action taken on the request within twenty (20)  
4 calendar days.  
5

6 3. Involuntary Transfer

7 An employee being involuntarily transferred shall, upon request, be  
8 notified in writing as to the reasons for the transfer. Within five (5)  
9 working days of the written response, the employee shall have the  
10 right to request to meet with and discuss the transfer with an  
11 appropriate administrator at a meeting requested by the employee  
12 prior to a final decision being rendered. Within five (5) working days  
13 of such meeting, the employee shall have the right to appeal the  
14 decision to the Deputy Superintendent, Business Services, and shall  
15 have the right to a representative of his or her choice present at either  
16 meeting.  
17

18 4. Notice

19 A C.S.E.A. Schedule 1 Employee transferred after the beginning of  
20 the fall semester shall be given five (5) calendar days notice before the  
21 transfer occurs.  
22

23 5. Vacancies

24 Vacancy announcements for vacancies occurring during the summer  
25 recess shall be mailed to all C.S.E.A. Schedule 1 Employees  
26 employed by the County Office of Education who have, prior to May  
27 31, filed a written request to the Human Resources Department for a  
28 list of vacancies.  
29

30 Notice of employment vacancies are posted on the Job Hotline at 209-  
31 468-4981 and [www.edjoin.org](http://www.edjoin.org) under San Joaquin County Office of  
32 Education. The County Office of Education may fill vacancies at any  
33 time after the posting period.  
34

35 6. Extended Session Assignments

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

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- (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 SJCOE 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 \$300 for any item of personal property.

- 1 7. In accordance with Education Code Section 35208, the County Office  
2 of Education shall insure all employees against personal liability for  
3 damages for death, injury, or damage to or loss of property when  
4 acting within the scope of employment.  
5
- 6 8. The County Office of Education shall provide training for employees  
7 who are required to provide specialized health care.  
8
- 9 9. Employees will not be required to perform specialized health care  
10 services without employer authorization, except in an emergency.  
11
- 12 10. A C.S.E.A. Schedule 1 Employee, for good cause, may recommend  
13 suspending any pupil under his/her supervision. The teacher  
14 responsible for the class will consider the recommendation and will  
15 initiate action which is necessary and appropriate according to  
16 established procedures.  
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*ARTICLE XV*  
BENEFITS

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4 1. Benefits Provided

5 (a) Cap

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

8  
9 Effective July 1, 2023, the monthly employer contribution for  
10 health insurance coverage shall be \$1,175.00. The cap shall first  
11 be applied to medical insurance premiums, then to dental  
12 insurance premiums, then to vision insurance premiums. Life  
13 insurance premiums are paid by the employer and are outside of  
14 and in addition to the benefits cap.

15  
16 Article XV, Paragraph 1 (a) may be reopened as required by the  
17 Federal Affordable Health Care Act or by mutual agreement.

18  
19 (b) Costs in Excess of Cap

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

23  
24 (c) All eligible employees must participate in a medical, dental, and  
25 vision plan.

26  
27 2. Coverage Provided

28 (a) IRS Section 125 Plan

29 Effective October 1, 1994, benefits shall be provided by the San  
30 Joaquin Health Care Joint Powers Authority (JPA) under an IRS  
31 125 plan. There is currently no charge for administration of the  
32 IRS 125 plans. In the event that the third-party administrator of  
33 the IRS plans imposes an administrative fee in the future, such  
34 fees shall be the responsibility of the participating employee  
35 based on the service chosen and will be paid through payroll  
36 deduction.

37  
38 (b) Medical

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

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(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

1 worked per day by eight. Such employees shall have the  
2 option to participate in the available benefit programs by  
3 contributing the employee share of the cost through payroll  
4 deduction. In order to participate in any one type of  
5 coverage (i.e., medical, dental, vision, or life), the employee  
6 must enroll in and contribute toward the cost of all types of  
7 coverage. Employees working less than four (4) hours per  
8 day shall not be eligible for employer contribution toward  
9 health and welfare benefits.

10  
11 (b) Employees working eight hours per day shall receive 100%  
12 of the employer contributions specified in Section 1 of this  
13 Article.

14  
15 3.3 C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006.

16 (a) Employees working four (4) or more hours per day, but less  
17 than six (6) hours per day, shall receive benefits based upon  
18 a ratio obtained by dividing the number of hours worked per  
19 day by six. Such employees shall have the option to  
20 participate in the available benefit programs by contributing  
21 the employee share of the cost through payroll deduction. In  
22 order to participate in any one type of coverage (i.e.,  
23 medical, dental, vision or life), the employee must enroll in  
24 and contribute toward the cost of all types of coverage.  
25 Employees working less than four (4) hours per day shall  
26 not be eligible for employer contribution toward health and  
27 welfare benefits.

28  
29 (b) Employees working six (6) hours per day shall receive 100%  
30 of the employer contributions specified in Section 1 of this  
31 Article.

32  
33 4. Change of Benefits

34 (a) The County Office of Education shall not initiate a change in  
35 the type or level of benefits provided during the term of this  
36 Agreement except with mutual consent of C.S.E.A. Chapter  
37 #755.

38  
39 (b) The County Office of Education shall assume no responsibility or  
40 liability for changes in coverage imposed by benefit insurance

1 providers. It is understood and agreed that the County Office of  
2 Education exercises no control and accordingly accepts no  
3 responsibility with respect to individual providers and/or  
4 hospitals included in the panel of specific benefit plans.  
5

6 (c) The “provider” for the County Office of Education’s self-insured  
7 medical, dental, and vision plans is the San Joaquin County  
8 Schools Health Insurance Consortium. Any change in the third-  
9 party administrator of the self-insured medical, dental, or vision  
10 plans shall not be considered a change in benefits.  
11

12 (d) The County Office of Education makes no representation with  
13 respect to financial viability and shall not be liable for any claims  
14 resulting from the financial insolvency of any HMO or medical  
15 plan.  
16

17 5. Retiree Health & Welfare Benefits

18 (a) The County Office of Education shall provide to each eligible  
19 C.S.E.A. Chapter #755 retiree those health insurance benefits that  
20 are provided to active employees. Retiree health insurance  
21 benefits shall be identical to those provided active employees in  
22 any given year, except that coverage specifically prohibited by  
23 any benefit carrier to retirees shall not be provided.  
24

25 (b) To be eligible, the retiree must:

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

30  
31 Have been providing full-time service and continuously  
32 employed by the County Office of Education for a minimum  
33 of ten years immediately prior to retirement for employees  
34 hired on or after July 1, 2016.  
35

36 Full-time is defined as eight (8) hours per day, school term  
37 for employees other than C.S.E.A. Schedule 1 Employees  
38 hired prior to June 30, 2006, and six (6) hours per day for  
39 C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006.  
40

- 1                   2. Have obtained the minimum retirement age required by the  
2                   State Teachers' Retirement System (STRS)/Public  
3                   Employees Retirement System (PERS) or have qualified for  
4                   STRS/PERS disability retirement and be receiving retirement  
5                   benefits from STRS/PERS.  
6  
7                   3. During the time employees who have exhausted all leave and  
8                   have filed for STRS/PERS Disability Retirement/Allowance  
9                   are awaiting a response from STRS/PERS, they will be able  
10                  to continue, at their own expense, the health benefits that  
11                  they had as active employees. If STRS/PERS Disability  
12                  Retirement Allowance is approved and the employee is  
13                  eligible for paid retiree benefits, the County Office of  
14                  Education will reimburse the employee for the cost of  
15                  premiums paid and deduct the number of months of premium  
16                  reimbursements from the retiree benefit entitlement balance.  
17                  If the STRS/PERS Disability Retirement / Allowance is  
18                  disapproved, then the benefits will be terminated, and  
19                  COBRA notices will be issued. If, pending approval of  
20                  disability retirement, the employee does not elect to continue  
21                  benefits at his/her own expense, then upon approval of  
22                  disability retirement, employee shall be eligible for a lump  
23                  distribution as provided by SP 4154; however, such  
24                  employee shall not be eligible to re-enroll in SJCOE benefit  
25                  plans.  
26  
27                  (c) Benefits shall be provided on the basis of one (1) month of  
28                  benefits for each two (2) months of service to the County Office  
29                  of Education. A fraction of a month of service shall be rounded  
30                  to the nearest full month.  
31  
32                  (d) The foregoing C.S.E.A. Chapter #755 retiree benefits will  
33                  continue until age 65, or until eligibility expires, whichever  
34                  occurs first.  
35  
36                  6. State Disability Insurance (SDI)  
37                  Unit members shall participate in the State Disability Insurance (SDI)  
38                  program. Premiums shall be paid by employees through payroll  
39                  deduction. An alternate disability insurance program may be

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implemented upon mutual agreement by the County Office of  
Education and C.S.E.A. Chapter #755.

*ARTICLE XVI*  
SALARY

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4 1. Salary Schedule

5 (a) Salary schedules are attached as Exhibit 2.

6  
7 (b) Effective July 1, 2023, the salary schedule for 2023-24 shall be  
8 increased by 8.0%.

9  
10 (c) Association members shall receive an off-schedule payment of  
11 \$4,000.00 in 2023-24. Such payment shall be paid to unit  
12 members who are employed in permanent status as of September  
13 30, 2023. Payment shall be prorated for members assigned  
14 positions of less than 0.75 FTE and payment shall be made not  
15 later than October 31, 2023.

16  
17 (d) Effective July 1, 2022, the CSEA I Salary Schedule (ADH) shall  
18 be restructured as shown in the attached 2022-23 CSEA I Salary  
19 Schedule (Exhibit 2/Revised May 19, 2022). The salary schedule  
20 increase in Section 1 (b) above shall be applied to the attached,  
21 restructured 2022-23 CSEA I Salary Schedule.

22  
23 2. Sign-On Bonus

24 (a) Due to current labor market conditions and difficulties in  
25 recruiting and retaining Instructional Assistants (all  
26 classifications on the CSEA I Salary Schedule), SJCOE shall  
27 pay a one-time sign-on bonus of \$1,000.00, subject to all normal  
28 withholdings and deductions, to each person newly hired for any  
29 position listed on the CSEA I Salary Schedule for the 2022-23 or  
30 2023-24 school years. Sign-on bonuses paid to persons hired to  
31 fill less than 0.75 FTE positions will be prorated. Each eligible  
32 person is limited to a single sign-on bonus.

33  
34 (b) The sign-on bonus will be paid directly to the employee. The  
35 first payment of \$500.00 will be made within 30 days of the  
36 first day of service. The second payment of \$500.00 will be  
37 made within 30 days of the employee successfully completing  
38 the 6-month probationary period.

39  
40

1 (c) The sign-on bonuses will be paid to qualifying employees newly  
2 hired for the 2022-23 and 2023-24 school years.

3  
4 (d) Employees who receive the sign-on bonus and subsequently  
5 resign their employment prior to providing one year of  
6 continuous service at SJCOE shall be obligated to repay the full  
7 sign-on bonus amount received to SJCOE. Employees offered  
8 the sign-on bonus will be notified of this repayment obligation  
9 in writing at the time of hire.

10  
11 3. Initial Placement

12 New employees will normally be placed on Step 1 of the schedule.  
13 However, outstanding previous experience of a comparable nature  
14 may result in initial placement on Step 2 or Step 3, but in no case  
15 beyond Step 3.  
16

17 4. Anniversary Date

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

19  
20 (b) All employees both full and part-time shall receive step  
21 increases as follows:

22  
23 1. Employees hired on or before December 31 shall receive a  
24 step increase on the first July 1 of employment.

25  
26 2. Employees hired on or after January 1 shall receive a step  
27 increase the second July 1 of employment.  
28

29 5. Payday

30 Payday for regular compensation shall be on the last working day of  
31 the month on which the administrative offices are open for business.  
32

33 6. Method of Payment

34 Employees may elect to receive paychecks through electronic deposit  
35 to their bank account or by U.S. mail to their home. Mailed  
36 paychecks will be postmarked not later than the designated payday,  
37 but may not reach employees' home until after the designated payday.  
38 Electronic deposits will be posted to the employee's bank account on  
39 the designated payday.  
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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 16<sup>th</sup> of the month, will receive their first check on that month's regular payroll. Employees, whose first day of work starts after the 16<sup>th</sup> of the month but before the 27<sup>th</sup>, will receive their first paycheck on the following month's supplemental payroll.  
Employees whose first day of work is on or after the 27<sup>th</sup> 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

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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  
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3  
4 1. General

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

11  
12 2. Priority of Termination

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

16  
17 3. Seniority Roster

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

26  
27 4. Order of Layoff

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

- 1 5. Equal Seniority  
2 If two or more employees subject to layoff have equal classification  
3 seniority as defined in paragraph 3, then the determination shall be  
4 made by lot.  
5
- 6 6. Notice of Layoff  
7 (a) The County Office of Education agrees to meet with the affected  
8 employee(s) and give C.S.E.A. Chapter #755 such non-  
9 confidential written materials and information as are available.  
10 Such meeting shall not involve a bargaining obligation and shall  
11 not delay any action related to layoff that the County Office of  
12 Education deems necessary. The County Office of Education  
13 will provide C.S.E.A. Chapter #755 with an updated seniority  
14 roster for those classifications affected no less than five (5)  
15 working days before action of the County Superintendent. Once  
16 a layoff notice is given, an employee may challenge his/her place  
17 on the seniority roster only within ten (10) working days  
18 following notification of the layoff by making objections to the  
19 Superintendent or his/her designee who shall review the  
20 objections and conduct an audit, if requested, and make the  
21 results of such audit known to the employee(s) and C.S.E.A.  
22 Chapter #755 prior to the effective date of any layoff(s) involving  
23 such employees.  
24
- 25 (b) After County Superintendent action has been taken to initiate a  
26 layoff for the ensuing year, a written notice of layoff shall be  
27 given to affected employees no later than March 15.  
28
- 29 (c) Notwithstanding Section 6(b) of this Article, when, as a result of  
30 the expiration of a specially-funded program, the employee to be  
31 laid off shall be given written notice not less than 60 days prior to  
32 the effective date of their layoff informing them of their layoff  
33 date, their displacement rights, if any, and reemployment rights.  
34
- 35 (d) Notwithstanding Section 6(b) of this Article, during the time  
36 period between five days after the enactment of the state budget  
37 and August 15 of the fiscal year to which the state budget applies,  
38 if the County Superintendent determines the county office local  
39 control funding formula apportionment per unit of average daily  
40 attendance for the current fiscal year has not increased at least 2

1 percent, and further determines it is therefore necessary to  
2 decrease the number of classified employees due to lack of work  
3 or lack of funds, the County Superintendent may issue a  
4 Statement of Reduction in Force to those employees in  
5 accordance with a schedule of notice and hearing adopted by the  
6 County Superintendent.

7  
8 7. Notice of Layoff / Statement of Reduction in Force Contents

9 The notice of layoff shall contain the following information:

- 10 (a) The reason for layoff.  
11  
12 (b) The employee's displacement rights, if any.  
13  
14 (c) The employee's reemployment rights.  
15  
16 (d) A copy of the layoff notice and a list of the employees receiving  
17 such notice shall be given to C.S.E.A. Chapter #755.  
18  
19 (e) The right to request a hearing to determine if there is cause for  
20 not reemploying the employee for the ensuing year.  
21  
22 (f) The employee's unemployment insurance rights.

23  
24 8. Bumping Rights

- 25 (a) Employees whose positions are eliminated maintain the right to  
26 displace other employees in the classification with less  
27 seniority. In lieu of layoff, senior employees have the right to  
28 bump a less senior employee in a lower classification in which  
29 the first employee has previously served. An employee who is  
30 being laid off may voluntarily accept a reduction in assigned  
31 time in lieu of layoff. Assigned time means the number of  
32 hours per day, days per week, or days per year worked by the  
33 employee. The senior employee does not have a right to  
34 reassignment into a position with greater assigned time, unless  
35 a vacancy exists. The right to reassignment to a position with  
36 less assigned time shall be based on seniority.  
37  
38 (b) Employees also shall have the right to bump less senior  
39 employees serving in lower included classifications. "Lower  
40 included classifications" are those which have duties that are

1 included or encompassed in the duties designated for another  
2 classification. For example, a C.S.E.A. Schedule 1 Employee –  
3 Bilingual would have bumping rights to be reassigned as a  
4 C.S.E.A. Schedule 1 Employee, even though the employee has  
5 not served in the C.S.E.A. Schedule 1 Employee position.  
6

- 7 (c) Displacement (bumping) rights must be exercised within ten  
8 (10) workdays of the notice of layoff.  
9

10 9. Seniority for Bumping

- 11 (a) Seniority, for the purpose of determining bumping rights, shall  
12 be determined by the County Office of Education date of hire  
13 within the classification.  
14

- 15 (b) In the event three or more positions are to be laid off at the  
16 same time, the County Office of Education and C.S.E.A.  
17 Chapter #755 will hold a conference for the fact of bidding all  
18 remaining positions.  
19

- 20 (c) A time and place for the bidding conference will be mutually  
21 established between the County Office of Education and  
22 C.S.E.A. Chapter #755. One week prior to the conference,  
23 C.S.E.A. Chapter #755 and all employees in the affected job  
24 classification will be provided with a seniority list and a list of  
25 open positions. This information will include a description of  
26 the position, the location, hours, and special needs. The name  
27 of a contact person who can discuss the position will also be  
28 included.  
29

- 30 (d) Any employee who is interested in the bidding conference will  
31 be welcome to attend.  
32

- 33 (e) The open positions will be listed for all participants. The most  
34 senior employee present and who wishes to do so, has the first  
35 opportunity to “bid” for any open position on the board. With  
36 that action, the selected position is removed from the board, and  
37 the position of the person who bid is added to the list as a newly  
38 opened position. If the most senior person at any given time  
39 does not “bid,” he/she is removed from the process and no  
40 longer has the option of “bidding” on positions that may

1 become open throughout the remainder of the process. The  
2 next senior employee who is present then has the opportunity to  
3 bid for any open position that is listed. The process is repeated  
4 until all open positions are filled. If two or more employees  
5 have equal seniority, then the determination shall be made by  
6 lot.

- 7  
8 (f) When an employee who is initially displaced because of the  
9 layoff action reaches his/her opportunity to bid based on  
10 seniority status, he/she may elect from any of the open positions  
11 or he/she may elect to “pass.” In electing to “pass”, the  
12 employee reserves the right to intervene at any subsequent time  
13 when a position becomes open in which he/she has an interest.

14  
15 EXAMPLE: Suppose a C.S.E.A. Schedule 1 Employee on the  
16 seniority list has been displaced by the layoff action, but he/she  
17 still has enough seniority to hold a position within the  
18 organization. When his/her turn to choose arrives, he/she  
19 decides not to make a selection from the positions that are open  
20 at that time, but chooses to “pass.” The process then moves to  
21 the next most senior C.S.E.A. Schedule 1 Employee who  
22 decides to elect from the open positions, leaving his/her current  
23 position open. At that time, the “displaced” C.S.E.A. Schedule  
24 1 Employee may choose to exercise his/her option to select  
25 from the open positions, or he/she may continue to wait in the  
26 hope that another position will become open. If the C.S.E.A.  
27 Schedule 1 Employee does not exercise his/her option to choose  
28 and waits until the end of the bidding process, he/she may  
29 choose only from one of the positions that remain open at the  
30 end of the bidding process. It should be noted that if the  
31 C.S.E.A. Schedule 1 Employee waits too long, the possibility  
32 exists that only three-hour positions without benefits may  
33 remain.

- 34  
35 (g) Upon completion of the bidding process, and prior to  
36 assignments being considered final, management shall have the  
37 option to reassign any positions when it is believed to be in the  
38 best interest of the educational program or departmental  
39 operations. Reasons for adjustments will be provided to the  
40 affected parties in writing.

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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,



1                   except that he/she shall be ranked in accordance with his/her  
2                   seniority on any valid reemployment list.

3  
4   14.   Reemployment Notice

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

11  
12          (b)   In lieu of mail notice, the County Superintendent may elect to  
13          give notice by telephone or by personal contact to the person  
14          directly involved if mutually agreed to by the County Office of  
15          Education and the employee at the exit interview. If the  
16          position is refused or accepted, the County Superintendent will  
17          confirm such refusal or acceptance by letter to the employee  
18          with a copy to C.S.E.A. Chapter #755 within five (5) days.

19  
20          (c)   The County Superintendent may simultaneously send out  
21          notices of vacancy to more than one person on a reemployment  
22          list provided that a more junior person may be given the  
23          vacancy only when those with more seniority have declined or  
24          waived it.

25  
26   15.   Employee Response

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

33  
34          (b)   If the employee is contacted by telephone or other personal  
35          contact is made, he/she must accept the position within ten (10)  
36          calendar days or it is deemed declined. If the employee accepts  
37          reemployment, he/she must be willing and able to report to  
38          work within twenty (20) working days following notice of  
39          reemployment. If the employee accepts reemployment but fails  
40          to report to work within twenty (20) working days following

1 notification of employment, he/she will be removed from the  
2 reemployment list. Such removal shall not apply in cases of  
3 illness or emergencies. An employee who has received and  
4 declined two offers of reemployment in the classification from  
5 which laid off, with the same or more hours than those assigned  
6 at the time of layoff, shall be removed from the reemployment  
7 list. An employee who has received and declined  
8 reemployment to a lower or equal classification with fewer  
9 hours assigned at the time of layoff, shall continue his/her status  
10 on a reemployment list for the original thirty-nine (39) month  
11 period.  
12

13 16. Employment in Other Classifications

14 (a) The employee on a reemployment list shall have the right to  
15 apply for promotional positions and other vacancies within the  
16 filing period specified. An employee on a reemployment list  
17 shall be notified by mail of promotional and other vacancy  
18 opportunities for which he/she is eligible. When, in the  
19 judgment of management, all other factors are equal, an  
20 employee on a reemployment list shall be given hiring  
21 preference over an individual who is not an employee of the  
22 County Office of Education.  
23

24 (b) The employee may file with the County Superintendent each  
25 July 1 a request for notice of vacancies in specific  
26 classifications or positions. A copy of the promotional and  
27 vacancy opportunity shall be sent to the employee on the same  
28 day as the notice is posted at school sites and shall be sent by  
29 mail to the last known address of the employee. This notice  
30 may also be given by telephone as provided in Section 15 (b).  
31

32 (c) An employee who accepts reemployment in a lower or equal  
33 classification pursuant to this section, shall continue his/her  
34 status on a reemployment list for the original thirty-nine (39)  
35 month period plus an additional twenty-four (24) months for a  
36 total of sixty-three (63) months.  
37  
38  
39

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

3 An employee laid off or who elected retirement in lieu of layoff and  
4 who was subsequently reemployed by the County Superintendent  
5 within thirty-nine (39) months following the effective date of layoff  
6 shall be reinvested with credit for prior service on record at the point  
7 of separation for purposes of seniority credit, vacation, longevity, and  
8 salary step placement.  
9

10 18. Maintenance of Sick Leave Benefits

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

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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

- 1 (q) Knowingly providing verbal or written confidential information  
2 to individuals not entitled to such information  
3
- 4 3. Procedure for Suspension or Termination
- 5 (a) A permanent employee shall receive a preliminary written  
6 notice of any proposed suspension without pay or termination.  
7 The written notice must contain a specific statement of charges  
8 or grounds upon which the proposed disciplinary action is  
9 based, the date the disciplinary action is proposed to be  
10 effective, and all materials upon which the disciplinary action is  
11 based.  
12
- 13 (b) The employee shall have the right to respond either orally or in  
14 writing within seven (7) days of receiving the notice to the  
15 Superintendent or designee. The Superintendent's designee  
16 shall not have conducted the investigation or have made the  
17 initial recommendation for disciplinary action. The  
18 Superintendent or designee shall consider the employee's  
19 response and recommend within fifteen (15) calendar days that  
20 the proposed disciplinary action either be taken or not taken.  
21
- 22 4. A permanent employee who is suspended with or without pay or  
23 terminated shall be given written notice of the specific charges by the  
24 Superintendent or designee. The dismissal or suspension shall be  
25 effective the day of service of the notice; and all pay shall cease as of  
26 that date and benefits shall continue until the end of the month in  
27 which the written notice is served upon the employee.  
28
- 29 (a) The notice shall contain a statement of his/her rights to a  
30 hearing on such charges. The time within which such hearing  
31 may be requested shall not be less than five (5) calendar days  
32 after service of the notice on the employee, and said notice shall  
33 be accompanied by a paper or card, the signing and filing of  
34 which shall constitute a demand for a hearing and a denial of all  
35 charges. Failure of the employee to file a request for hearing  
36 within the time specified shall constitute a waiver of the  
37 employee's right to a hearing and appeal.  
38

1 5. Any permanent employee may be placed on administrative leave from  
2 duty with pay pending a determination of whether or not discipline  
3 will be recommended by the Superintendent or designee.  
4

5 6. Appeal Procedure  
6

7 (a) The Superintendent shall determine whether any hearing will be  
8 conducted before the Superintendent or a Hearing Officer. The  
9 term "Hearing Officer" shall mean any person who is selected  
10 by the Superintendent.  
11

12 (b) The Superintendent or Hearing Officer shall set the matter for  
13 hearing and shall give the employee at least twenty (20)  
14 calendar days' notice in writing of the date and place of such  
15 hearing.  
16

17 (c) The employee shall attend any hearing and shall be entitled to:  
18

- 19 1. be represented by counsel or any other person at such  
20 hearing
- 21 2. testify under oath
- 22 3. compel the attendance of other employees of the County  
23 Office of Education to testify on behalf of the accused  
24 employee
- 25 4. cross-examine all witnesses
- 26 5. present such evidence Hearing Officer deems necessary
- 27 6. argue the case  
28

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

1 evidence shall be excluded. Oral evidence shall be taken only  
2 under oath or affirmation.

3  
4 (e) The Hearing Officer may, at its discretion, exclude witnesses  
5 not under examination, except the employee and the party  
6 attempting to substantiate the charges against the employee and  
7 their respective counsel. When hearing testimony on conduct  
8 which may bring disrepute to persons other than the accused  
9 employee all persons not having a direct interest in the hearing  
10 may be excluded.

11  
12 (f) The burden of proof shall be upon the party attempting to  
13 substantiate the charges.

14  
15 (g) Upon completion of the hearing, a written decision shall be  
16 signed and filed by the Superintendent, which shall constitute  
17 his/her decision. If the hearing is not before the  
18 Superintendent, written findings and recommendations shall be  
19 submitted by the Hearing Officer to the Superintendent for  
20 his/her approval. If the Superintendent accepts such findings  
21 and conclusions, he/she need not read the record of the hearing;  
22 if he/she declines to accept such findings and conclusions,  
23 he/she must review the record or provide for an additional  
24 opportunity to be heard, after which he/she may adopt the  
25 findings and conclusions made by the Hearing Officer, or make  
26 his/her own findings and conclusions.

27  
28 (h) Hearings may be conducted without stenographic reporter or  
29 electronic recording machine unless the employee requests in  
30 writing, at least three (3) full business days before the day set  
31 for the hearing, that such hearing be reported or recorded and  
32 pays one-half the cost or fee for such reporting or recording.  
33 The Superintendent may, at his/her discretion, record the  
34 hearing.

35  
36 (i) The Hearing Officer may grant a continuance of any hearing  
37 upon such terms and conditions as it may deem proper subject  
38 to a showing of good cause. Any request for continuance made  
39 less than forty-eight (48) hours prior to the time set for the

1 hearing will be denied unless good cause is shown for the  
2 continuance.

- 3
- 4 (j) Nothing in this Article shall limit the County Office of  
5 Education’s authority under the Education Code to impose a  
6 mandatory leave of absence or dismissal for arrest or conviction  
7 of criminal offenses set forth in the Code.
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*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

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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**

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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 2021-22, 2022-23, and 2023-24 school years.
2. 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**

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4 1. This Agreement shall be effective from July 1, 2021, and shall remain in  
5 full force and effective through June 30, 2024.  
6  
7 2. During negotiations for a subsequent agreement, this Agreement will  
8 remain in full force and effect for the term of this Agreement, and for  
9 beyond the stated expiration date until such time as a new or modified  
10 Agreement is ratified by both parties.  
11

12 **IN WITNESS WHEREOF**, parties hereto have set their hands this 14<sup>th</sup> day of  
13 June 2023.

14  
15 

16  
17 Hernan Mendoza  
18 CSEA SJCOE #755, Chapter President

19 

20  
21 Christina Flores  
22 CSEA SJCOE #755, Chapter Vice President

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25  
26 Taylor Trout  
27 CSEA SJCOE #755, Treasurer

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30  
31 Carol Black  
32 CSEA Labor Relations Representative

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34 

35  
36 Jacquelyn Matthews  
37 CSEA SJCOE #755, Negotiations Team

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

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46 Scott Anderson  
47 Deputy Superintendent

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51 Terrell Martinez  
52 Deputy Superintendent

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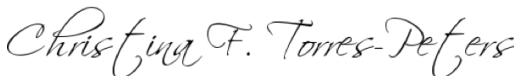
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56 Janine Kaeslin  
57 Assistant Superintendent

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61 Brandie Brunni  
62 Assistant Superintendent

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66 Jane Steinkamp  
67 Assistant Superintendent

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70  
71 Christina Torres-Peters  
72 Chief Human Resources Officer

**'EXHIBIT 1'**



**SAN JOAQUIN COUNTY  
OFFICE OF EDUCATION**

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
2023 - 2024**

**SPECIAL EDUCATION PROGRAMS CALENDAR**

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

**L - Legal Holiday**  
**B - Board designated non-teaching days**  
**FD - First Day of School - 8/4/2023**  
**LD - Last Day of School - 5/23/2024**

**NS - New Teacher Inservice day**  
**S - All Teachers Inservice days**

Board Approved: 01/18/2023

• Total Instructional Days: 180

- Programs may deviate from this suggested calendar within the legal limits of Education Code §'s 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.



2023-2024

**CSEA 1 SALARY SCHEDULE**

STEP DOWN	RANGE ACROSS					
	R01	R02	R03	R06	R07	R09
1	\$20.39	\$20.73	\$20.73	\$21.05	\$23.36	\$33.91
2	\$21.19	\$21.58	\$21.58	\$21.91	\$24.53	\$35.61
3	\$22.25	\$22.72	\$22.72	\$23.05	\$25.74	\$37.40
4	\$23.32	\$23.78	\$23.78	\$24.09	\$27.01	\$39.28
5	\$24.65	\$25.09	\$25.09	\$25.40	\$28.39	\$41.25
6	\$24.65	\$25.09	\$25.09	\$25.40	\$28.39	\$41.25
7	\$24.65	\$25.09	\$25.09	\$25.40	\$28.39	\$41.25
8	\$25.08	\$25.52	\$25.52	\$25.83	\$28.80	\$41.70
9	\$25.08	\$25.52	\$25.52	\$25.83	\$28.80	\$41.70
10	\$25.08	\$25.52	\$25.52	\$25.83	\$28.80	\$41.70
11	\$25.51	\$25.95	\$25.95	\$26.27	\$29.22	\$42.12
12	\$25.51	\$25.95	\$25.95	\$26.27	\$29.22	\$42.12
13	\$25.51	\$25.95	\$25.95	\$26.27	\$29.22	\$42.12
14	\$25.94	\$26.38	\$26.38	\$26.70	\$29.67	\$42.54
15	\$25.94	\$26.38	\$26.38	\$26.70	\$29.67	\$42.54
16	\$25.94	\$26.38	\$26.38	\$26.70	\$29.67	\$42.54
17	\$26.37	\$26.82	\$26.82	\$27.13	\$30.08	\$42.97
18	\$26.37	\$26.82	\$26.82	\$27.13	\$30.08	\$42.97
19	\$26.37	\$26.82	\$26.82	\$27.13	\$30.08	\$42.97
20	\$26.79	\$27.24	\$27.24	\$27.56	\$30.50	\$43.39
21	\$26.79	\$27.24	\$27.24	\$27.56	\$30.50	\$43.39
22	\$26.79	\$27.24	\$27.24	\$27.56	\$30.50	\$43.39
23	\$27.23	\$27.67	\$27.67	\$27.99	\$30.93	\$43.82
24	\$27.23	\$27.67	\$27.67	\$27.99	\$30.93	\$43.82
25	\$27.23	\$27.67	\$27.67	\$27.99	\$30.93	\$43.82
26	\$27.66	\$28.10	\$28.10	\$28.41	\$31.34	\$44.26

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.



2023-2024

## PERMANENT CSEA 1 EMPLOYEE SIGN-ON BONUS SALARY SCHEDULE

STEP DOWN	RANGE ACROSS A	
1	\$500.00	
2	\$1,000.00	

### CSEA 1 Sign-On Bonus Details

- \*Sign-on bonuses will be paid to qualifying employees newly hired for the 2021-22, 2022-23, & 2023-24 school years.
- \*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 1 Range A (2021-22)

- \*The first payment of **\$250** will be made within 30 days of the first day of service.
- \*The second payment of **\$250** will be made within 30 days of the employee successfully completing the 6 month probationary period.

### Step 2 Range A (2022-23 & 2023-24)

- \*Effective 7/1/22 of the 22-23 school year, the first payment of **\$500** will be made within 30 days of the first day of service.
- \*Effective 7/1/22 of the 22-23 school year, the second payment of **\$500** will be made within 30 days of the employee successfully completing the 6 month probationary period.





2023-2024

**CSEA 2 HOURLY SALARY SCHEDULE**

<b>STEP RANGE ACROSS</b>															
<b>DOWN</b>	<b>R01</b>	<b>R04</b>	<b>R07</b>	<b>R10</b>	<b>R13</b>	<b>R16</b>	<b>R17</b>	<b>R18</b>	<b>R19</b>	<b>R20</b>	<b>R21</b>	<b>R22</b>	<b>R23</b>	<b>R24</b>	<b>R25</b>
<b>1</b>	\$18.27	\$19.90	\$20.55	\$21.79	\$22.44	\$23.13	\$23.70	\$24.31	\$24.89	\$25.53	\$26.16	\$26.83	\$27.49	\$28.17	\$28.88
<b>2</b>	\$19.16	\$20.88	\$21.56	\$22.90	\$23.53	\$24.27	\$24.85	\$25.50	\$26.13	\$26.77	\$27.42	\$28.13	\$28.83	\$29.58	\$30.34
<b>3</b>	\$20.09	\$21.97	\$22.62	\$24.00	\$24.76	\$25.44	\$26.08	\$26.74	\$27.39	\$28.08	\$28.78	\$29.53	\$30.24	\$31.01	\$31.78
<b>4</b>	\$21.16	\$23.03	\$23.81	\$25.26	\$26.00	\$26.75	\$27.40	\$28.10	\$28.79	\$29.54	\$30.25	\$31.02	\$31.80	\$32.59	\$33.42
<b>5</b>	\$22.14	\$24.16	\$24.93	\$26.49	\$27.29	\$28.07	\$28.77	\$29.52	\$30.23	\$30.96	\$31.75	\$32.54	\$33.38	\$34.19	\$35.05

\$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.

<b>Position Relationship</b>	<b>Range</b>
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

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CLASSIFIED EMPLOYEE WORK SCHEDULE
2023-2024

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 2023-2024 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

Grid of monthly calendars from July to June. Each month includes a header for the month, a box for total work days, and a calendar grid with days of the week (S, M, T, W, T, F, S) and dates. Some dates are circled (e.g., 4 in July, 10 in November, 15 in January, 19 in June) and some are boxed (e.g., 23-24 in November, 25-26 in December).

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**FLEXIBLE CALENDAR  
POSITIVE ATTENDANCE REPORT**

**'EXHIBIT 25'**



Employee \_\_\_\_\_ Employee ID # \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Program/Dept. \_\_\_\_\_ Hours Per Day \_\_\_\_\_ Annual Contract Days \_\_\_\_\_

Date	Days Worked	Hours Worked	Hours Off	Absence Code	Comment	Place ✓ in "Days Worked" column for workdays. Indicate # of hours worked or hours off for each day.						
1						<p align="center"><b>Contract Absence Codes &amp; Reasons</b> (Counts toward contract days)</p> <p>Employees are required to report all absences to Frontline</p> <p><b>CODE    ABSENCE REASON</b></p> <p>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*</p> <p>*Requires Pre-Approval                      **Must include date of injury in Comment column</p> <p><i>If approved to work on a weekend, please describe the work in the Comment column</i></p>						
2												
3												
4												
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14												
15												
16												
17						<b>Family, Pregnancy &amp; Medical Leave Notification</b>						
18						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: <ol style="list-style-type: none"> <li>1. Disability resulting from your own pregnancy, childbirth, or other related medical conditions.</li> <li>2. The birth, adoption, or foster care placement of your child.</li> <li>3. Your own serious health condition.</li> <li>4. To care for your child, parent, or spouse or other qualifying family member who has a serious health condition.</li> </ol> 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 <a href="mailto:attendance@sjcoe.net">attendance@sjcoe.net</a> for information.						
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29						<b>Absence Reporting</b>						
30						Employees must also comply with individual departmental rules relative to reporting of absences.						
31												
Total					Calculating Total Contract Days (Workdays plus Contract Absences)	<table border="1"> <tr> <th>Monthly Total</th> <th>Prior Month YTD</th> <th>Year-To-Date</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Monthly Total	Prior Month YTD	Year-To-Date			
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 5<sup>th</sup> of each month. If the 5<sup>th</sup> falls on a weekend or holiday, this form will be due on the following workday.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Attendance Verifier Initials \_\_\_\_\_