

**MASTER AGREEMENT**

**BETWEEN**

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

**AND**

**SAN JOAQUIN COUNTY EDUCATORS' ASSOCIATION**

**2021-2022**

**2022-2023**

**2023-2024**

**Agreement of June 1, 2023**

**Concluding All Matters Through 2023-24**

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**ARTICLE I**  
**AGREEMENT**

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

**ARTICLE II**  
**RECOGNITION**

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The County Office of Education recognizes the Association as the exclusive representative:

For all certificated employees including classroom teachers, counselors, speech therapists, librarians but excluding employees designated as Supervisor, Confidential, Management, Classified, substitute, temporary serving less than three months, Adult Education, and Summer School employees.

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**ARTICLE III**  
**NON-DISCRIMINATION**

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

**ARTICLE IV**  
**NEGOTIATION PROCEDURES**

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

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

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1. Employees shall have the right to become members of and participate in activities of the employee organization. Conversely, employees shall have the right not to become members of said organization.
2. Those rights guaranteed by law which the employee had prior to entering this Agreement shall be retained except those rights specifically limited by this Agreement. The failure to enumerate shall not be construed as a waiver of such rights.

**ARTICLE VI**  
**ASSOCIATION RIGHTS**

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



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**ARTICLE VII**  
**ASSOCIATION DUES AND FEES DEDUCTIONS**

A. Membership and Dues Deduction

1. The 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 the Association the home address of each employee so that the Association 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. The Association shall indemnify and hold County Office of Education harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to County Office of Education's compliance with this Article.
7. Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

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**ARTICLE VIII**  
**COUNTY SUPERINTENDENT/COUNTY BOARD RIGHTS**

1. Rights, powers, authority and prerogatives which the County Board of Education and the County Superintendent had prior to entering into this Agreement shall be retained, except as those rights, powers, authority or prerogatives are expressly and specifically limited by the provisions of this Agreement.
  
2. The failure to enumerate such retained rights, powers, authority and prerogatives shall not be construed as a waiver of any such rights, powers, authority or prerogatives.

**ARTICLE IX**  
**GRIEVANCE PROCEDURES**

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1. Definitions:
  - a. “Grievance” is a claim that there has been a violation, misinterpretation or misapplication of this Agreement.
  - b. “Day” means any day in which a unit member is required to render service to the County Office of Education.
  - c. “Immediate supervisor” is the lowest level administrator having immediate jurisdiction over the employee.
  
2. Obligation:

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

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

Within 15 working days of an alleged grievance, the bargaining unit member shall meet with his/her immediate supervisor to attempt to resolve the problem.
  
5. Formal Procedure - Level I

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

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

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

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

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

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

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10. Miscellaneous

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

**ARTICLE X**  
**HOURS**

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

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

3. The school year and teacher work days shall be as follows:

a. For all teachers except Discovery Youth Challenge Academy:

Student Days	Returning Teacher Workdays	New Teacher Workdays
180	183	184

b. For teachers in Discovery Youth Challenge Academy:

Student Days	Returning Teacher Workdays	New Teacher Workdays
210	214	215

Mutually agreed upon deviations from the contracted work year shall be appropriately reflected on a per diem basis in the compensation of the affected employee. The specific days beyond the school calendar shall be agreed upon mutually by the teachers of a given program and that program's immediate supervisor. Employees shall be granted one (1) complete uninterrupted preparation day in their classroom prior to the beginning of the school year which will be designated by the responsible administrator.

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

5. Upon request, and if not receiving additional extra duty compensation, teachers participating in a complete session of the Outdoor Education Program shall be granted one day's leave with no charge against any regular leave. This day will be granted immediately upon the teacher's return, or at a time mutually agreed upon by the teacher and his/her immediate supervisor.

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

7. When serving as the teacher of record for another teacher's class for part or all of a school day, teachers shall be compensated at the standard hourly teacher rate, rounded up to the nearest 15 minute increment, in addition to their primary assignment(s) regular salary.

- 1 8. Employees not receiving stipends or other compensation for volunteering to  
2 cover caseload management tasks such as but not limited to IEPs and  
3 Independent Study teacher of record duties shall be compensated at the  
4 standard hourly teacher rate, rounded up to the nearest 15 minute increment.  
5
- 6 9. Counselors electing to work 4 (four) full workdays, to be determined by the  
7 responsible administrator, prior to the first student school attendance day for  
8 the purpose of preparing student class schedules and related duties shall  
9 receive a \$2,000 stipend.

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**ARTICLE XI**  
**LEAVES**

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1. Sick Leave

- a. Each full-time certificated employee shall receive ten days of sick leave credit at the beginning of each school year. This sick leave credit shall be added to any other sick leave that has been accumulated by the employee. Accumulation shall be unlimited. Employees working less than full time shall receive a prorated sick leave allocation.
- b. At the beginning of each school year every teacher shall receive an accounting of sick leave allotment credit from the County Office of Education.
- c. Employees shall notify the immediate supervisor reasonably in advance, except in an emergency, when the employee will not be able to report to work. Employees shall notify the supervisor before the end of the school day prior to returning to work whether or not he/she is able to report to work the following day.
- d. An affidavit of illness or injury or a statement from a medical practitioner may be required of an employee by the County Office of Education.

2. Family Medical Leave (FMLA/CFRA)

- a. Federal law provides for up to twelve (12) weeks of unpaid leave for qualified employees due to certain health care or family issues. The twelve (12) work weeks of family care and medical leave to which an employee is entitled under state law shall run concurrently with the 12 work weeks of family care and medical leave to which an employee is entitled under federal law, except that any leave taken under state law for family care or medical leave shall run consecutively to an employee's leave entitlement on account of pregnancy, childbirth, and related medical conditions.
- b. Generally FMLA leave is available to employees who have been employed by the County Office of Education for at least twelve (12) months and who have worked at least 1,250 hours during the past twelve (12) months of employment. Full-time teachers are deemed to meet the 1,250 hour test (29 USC 2611; Government Code 12945.2; 29CFR825.110).
- c. Leave may be taken due to:
  - 1) Birth of a child



- 1                   2)     Adoption or foster placement of a child
- 2                   3)     Health care of the employee’s spouse, child or parent
- 3                   4)     Serious health condition of the employee
- 4
- 5           d.     The leave is unpaid, but health benefits continue to be paid by the
- 6                   County Office of Education to the extent that they were paid prior to the
- 7                   leave. Where applicable, paid leave will run concurrently with FMLA
- 8                   leave.
- 9
- 10           e.     In cases of Pregnancy Disability Leave, additional uncompensated leave
- 11                   time may be available for eligible employees under the California
- 12                   Family Rights Act (CFRA) or Pregnancy Disability Leave (PDL).
- 13                   Employees should contact the Attendance/Payroll Department for
- 14                   additional information on CFRA and/or PDL.
- 15
- 16           f.     Family medical leave shall be provided and administered pursuant to
- 17                   Superintendent Policy 4161.8/4261.8/4361.8 and Administrative
- 18                   Regulations 4161.8/4261.8/4361.8.
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20   3.     Pregnancy Disability Leave (PDL)

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- 22           a.     Pregnancy leave shall be granted only for that period of time (up to four
- 23                   months) during which an employee, in the judgment of her physician, is
- 24                   unable to perform her normal and ordinary duties due to pregnancy
- 25                   related conditions. This leave shall run concurrently with any existing
- 26                   paid leaves an employee may take for the same reason.
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- 28           b.     The duration of any pregnancy leave shall be determined by the
- 29                   employee and her physician. The employee shall notify the County
- 30                   Office of Education of the projected date on which the leave is expected
- 31                   to commence and the probable date on which the leave shall terminate,
- 32                   such notice to be given normally not later than thirty days prior to the
- 33                   expected commencement date. For events, which are unforeseeable, the
- 34                   County Office of Education needs to be notified, at least verbally, as
- 35                   soon as an employee learns of the need for the leave. The employer may
- 36                   request at any time that the employee provide a written statement from
- 37                   her physician attesting to the actual duration of the employee’s physical
- 38                   incapacity.
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- 40           c.     Nothing in this policy shall prohibit the employees from applying for
- 41                   additional leave of absence without pay for purposes related to childbirth
- 42                   and infant care. Such leave may be granted for any period up to one
- 43                   year.
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1 d. Pregnancy disability leave shall be provided and administered pursuant  
2 to Superintendent Policy 4161.8/4261.8/4361.8 and Administrative  
3 Regulations 4161.8/4261.8/4361.8.  
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5 4. Child-Rearing Leave  
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7 a. A member who is adopting a child may elect to use accumulated sick  
8 leave not to exceed twenty days.  
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10 b. A member shall notify the County Office of Education of the intent to  
11 take such leave at least four weeks prior to the anticipated date on which  
12 leave is to commence.  
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14 5. Military Leave

15 An employee shall be entitled to military leave as provided for in Education  
16 Code Section 44800. Military orders shall be submitted to the  
17 Attendance/Payroll Services to verify the dates of said leave prior to the period  
18 of absence, except in cases of emergency. In cases of emergency, orders shall  
19 be submitted as soon as possible.  
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21 6. Military Family Leave

22 Pursuant to the Family and Medical Leave Act, any employee who has been  
23 employed by the County Office of Education for at least 12 months and who has  
24 at least 1,250 hours of service with the County Office of Education during the  
25 previous 12-month period, shall be eligible to take unpaid military family leave  
26 pursuant to applicable federal law and administrative regulation. Military  
27 family leave may be used for the following reasons:  
28

29 a. Because an employee is the spouse, son, daughter, parent, or next of kin  
30 of a covered service member with a serious injury or illness (Military  
31 Caregiver Leave).  
32

33 b. Because of a qualifying exigency arising out of the fact that an  
34 employee's spouse, son, daughter, or parent is on active duty or call to  
35 active duty status in support of a contingency operation as a member of  
36 the National Guard or Reserves. This leave does not extend to family  
37 members of military members in the Regular Armed Forces.  
38 (Qualifying Exigency Leave).  
39

40 Military family leave shall be provided and administered pursuant to  
41 Superintendent Policy 4161.8/4261.8/4361.8 and Administrative Regulations  
42 4161.8/4261.8/4361.8.  
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7. Personal Necessity Leave

- a. Accumulated sick leave may be used by an employee, at their election, in cases of personal necessity. Generally, it shall be the employee’s responsibility to notify his/her immediate supervisor in advance by submitting the electronic form provided by SJCOE. If more than 2 consecutive personal necessity days are desired, prior administrative approval is required and shall be requested using the provided electronic form.
  
- b. Reasons for using personal necessity include but are not limited to the following:
  - 1. Death or serious illness of a member of his immediate family.
  - 2. Accident, involving his person or property, or the person or property of a member of his immediate family.
  - 3. Caring for an ill, immediate family member.
  - 4. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
  - 5. Attending to a family emergency or crisis.
  - 6. Emergency home repair that cannot be scheduled during non-working hours.
  - 7. “No tell” days (limited to 2 days)
  - 8. Extended bereavement leave
  - 9. Compelling personal or family business/obligations that cannot be conducted outside of school hours.

Employees must notify their immediate supervisor regarding use of personal necessity in advance of their scheduled workday(s), except in extraordinary circumstances in which case the employee shall provide supervisor notification as soon as they are able to do so.

- c. Personal necessity leave shall not be utilized for vacation, recreational, or related activities.
  
- d. No accumulated sick leave in excess of eight days may be used for personal necessity leave in any school year.

8. Bereavement Leave

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

- 1 9. Jury Leave  
2 An employee shall be authorized paid leave to serve on a jury or as a  
3 subpoenaed witness. The pay the employee shall receive shall be his/her full  
4 pay less any court compensation, excluding expenses, received by the  
5 employee.  
6
- 7 10. Leave Without Pay  
8 An employee may request, and the County Office of Education may grant a  
9 leave without pay that has potential merit for the County Office of Education.  
10 The employee shall file a request for leave without pay in writing and in detail  
11 not less than fifteen (15) days prior to the effective leave date, except in cases of  
12 emergency.  
13
- 14 11. Immediate Family Definition  
15 Immediate family is defined as: mother, father, grandmother, grandfather,  
16 grandchildren, spouse, son, son-in-law, daughter, daughter-in-law, brother,  
17 sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle,  
18 stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, registered  
19 domestic partner, or anyone living in the immediate household of the employee.  
20
- 21 12. Sabbatical Leave  
22
- 23 a. A teacher may be granted a sabbatical leave for the purpose of  
24 professional study or travel, which will benefit the schools and pupils of  
25 the County Office of Education.  
26
- 27 b. A teacher who has served not less than seven consecutive years shall be  
28 eligible to apply for sabbatical leave.  
29
- 30 c. Such leave shall be limited to one teacher during any one semester or  
31 school year and shall not be less than one semester or more than one  
32 year in duration.  
33
- 34 d. Application for sabbatical leave shall be submitted not later than January  
35 1<sup>st</sup> preceding the school year for which the leave is requested.  
36
- 37 e. By March 1, the Superintendent shall take action on sabbatical leave  
38 requests.  
39
- 40 f. The salary paid to a successful applicant shall be 20% of his/her  
41 projected salary and benefits at the time he/she is on sabbatical leave.  
42 The employee shall be required to return to work for the County Office  
43 of Education for a two-year period immediately following such leave.  
44 Should the employee elect not to return to the County Office, all  
45 compensation (salary and benefits) received during the sabbatical period  
46 must be returned to the County Office.

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

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

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

16. Disability Retirement/Allowance

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

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

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

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1. Eligibility
  - a. Employees shall be eligible to donate or receive catastrophic leave.
  - b. An employee becomes eligible to receive catastrophic leave donations when the employee has exhausted all his/her accrued leave, as a result of a verifiable long-term illness or injury suffered by the employee or an illness or injury that incapacitates a member of the employee's immediate family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member. A long-term absence for purposes of this regulation shall be an absence which initially exceeds fifteen consecutive workdays.
2. Application
  - a. Requests for receipt of catastrophic leave donation will be processed by the Attendance Department.
  - b. An eligible employee will submit a written request for donations to the Attendance Department, accompanied by a medical statement from the attending physician, including a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work.
3. Donation Procedure
  - a. Donation of leave will be strictly voluntary; the identity of leave donors will be held in absolute confidence.
  - b. Employees may donate accrued vacation, compensatory time or sick leave.
  - c. Donations must be made in whole day increments with a minimum of one day.
  - d. Donors donating vacation or compensatory time must have an overall vacation/holiday/compensatory leave balance of one hundred twenty hours remaining after donated time has been deducted. Donors may donate up to a combined total of three (3) vacation and comp time days per fiscal year.
  - e. Donors donating sick leave must have a sick leave balance after donation, in an amount not less than the amount of annual sick leave allocation received by the donor. During any fiscal year, the amount of sick leave time that may be donated shall not exceed

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one-half the amount of sick leave earned and unused in the previous fiscal year. (Example: In the previous fiscal year, donor earned twelve (12) days of sick leave and used four (4) days, leaving eight (8) days unused. Donor could donate four (4) days.)

- f. Once donated to an individual, donated leave cannot be reclaimed by the donor.
  - g. Employees wishing to donate time will submit donation authorization forms to the Attendance Department. Donation authorization forms which do not contain all requested information shall not be processed.
  - h. If donations exceed the projected need, donation authorization forms will be processed in the order received. Excess donations will be processed, if needed, before an additional donation period is scheduled.
  - i. Donated credits will be available for use by the recipient on the next payday which falls at least fourteen (14) days after the date of submission to the Attendance Department.
  - j. Donation authorizations will expire after a twelve (12) month period if not used.
  - k. Upon receipt of donation authorizations, the Attendance Department shall take the following actions:
    - i. Verify that donating employee has minimum required leave balance required for donation; convert donated time to dollars at the hourly rate of the donor and subtract from designated leave category.
    - ii. Convert donated dollars as computed above to hours at the hourly rate of the recipient and add to recipient's sick leave balance.
    - iii. Notify donor and recipient of changes in leave balances.
    - iv. Retain a confidential file of donation authorizations.
4. Donated time is treated as sick leave accrued by the recipient of the donation.
- a. Donated time does not alter the employment rights of the County Office of Education or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted in this regulation.

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

5. Duration

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

18. Association Leave

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

19. Parental Leave

Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. This leave is available to employees who have been employed by the County Office of Education for at least twelve (12) months. Any certificated employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of maternity or paternity leave (baby bonding) pursuant to Government Code 12945.2 shall receive, for up to 12 school weeks, his/her regular salary minus the actual cost of a substitute to fill the position or, if no substitute was employed, the amount that would have been paid had a substitute been employed. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such maternity or paternity leave. An employee may take no more than one 12-week period for parental leave during any 12-month period. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Family Medical Leave (FMLA/CFRA).



**ARTICLE XII**  
**TRANSFERS**

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1. General  
In the transfer of employees, the best interests of the County Office of Education shall be controlling. The desires of the employee(s) involved, qualifications, successful performance, staff availability, experience, and written recommendations of appropriate supervisors shall be other factors to be considered. Where the foregoing factors are equal, seniority shall be the deciding factor.
  
2. Vacancies  
Known vacancies shall be posted on the EDJOIN.org and the SJCOE Jobs Website at www.sjcoejobs.org. The County Office of Education may fill vacancies at any time after the posting period or at any time between the end of one school year and the beginning of the next school year. Employees meeting the requirements established for the vacancy and the criteria in 1 above may apply for transfer consideration. Where all other factors are equal, employees shall be given priority consideration over outside applicants for any vacancy.
  
3. Voluntary Transfer  
An employee desiring a transfer to any known vacancy shall submit a request in writing to the appropriate administrator stating the reason for the request. The employee shall be notified in writing of the action taken on the request within ten working days after the close of the posting period. If a transfer is denied, the teacher shall be given, upon request, a written rationale for the denial within five working days of the decision.
  
4. Involuntary Transfer  
Written notice of a proposed involuntary transfer shall be given to the employee within five working days of the proposed decision being made. If the employee so requests within five working days of the written notification of proposed transfer, the employee and the appropriate administrator shall meet in an attempt to resolve the transfer issue. This meeting shall be held within five working days of the request and prior to a final decision being rendered. Upon written request, the employee shall be provided with a written statement of the reasons for the proposed transfer. The employee shall have the right to appeal the decision to the Deputy County Superintendent in a meeting to be held within five days of the request for appeal.
  
5. Notice  
A teacher transferred after the beginning of the Fall semester shall be given five days notice before the transfer occurs.
  
6. Release Time

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

**ARTICLE XIII**  
**EVALUATION**

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

**ARTICLE XIV**  
**TEACHER SAFETY**

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

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

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1. Benefits Provided

- a. Cap  
Medical, dental and vision coverage will be provided by the County Office of Education on a composite rate structure.  
  
Effective July 1, 2023, the employer contribution for health insurance coverage shall be increased to \$1,175.00. The cap shall first be applied to medical insurance premiums, then to dental insurance premiums, then to vision insurance premiums. Life insurance premiums are paid by the employer and are outside of and in addition to the benefits cap.  
  
Article XV, Paragraph 1.a. may be reopened as required by the Federal Affordable Health Care Act or by mutual agreement.
- b. Costs in Excess of Cap  
Employees who are or become enrolled in a plan or plans which exceed the maximum monthly amount specified in paragraph (a) above shall have the balance of the premium due paid by a payroll deduction.
- c. All eligible employees must participate in a medical, dental, and vision plan.

2. Coverage Provided

- a. IRS 125 Plan  
Effective October 1, 1994, benefits shall be provided under an IRS 125 plan. There is currently no charge for administration of the IRS 125 plan. In the event that the IRS 125 administrator imposes fees, employees shall cover such fees through payroll deduction, not to exceed \$3.00 per employee per month for dependent care and \$5.00 per employee per month for unreimbursed medical.
- b. Medical  
Employees may select coverage from any one of the medical plans offered by the California's Valued Trust and agreed upon by Association and SJCOE.
- c. Dental  
Employees may select coverage from any dental plan offered by the California's Valued Trust and agreed upon by Association and SJCOE.

- 1 d. Vision
- 2 Employees may select coverage from the vision plan offered by the
- 3 California's Valued Trust and agreed upon by Association and SJCOE.
- 4
- 5 e. Life Insurance
- 6 Employees shall receive \$25,000 of term life insurance coverage upon
- 7 completion of one year of employment. Per terms of the life insurance
- 8 policy, the face value of the policy shall decrease to \$16,750 (67%) at
- 9 age 65 and to \$11,250 (45%) at age 70.

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11 3. Eligibility

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- 13 a. Employees working less than half time shall not be eligible for employer
- 14 contribution toward health and welfare benefits.
- 15
- 16 b. Employees working at least half-time but less than full time shall be
- 17 entitled to receive benefits paid at 50% by the County Office of
- 18 Education. Such employees shall have the option to participate in the
- 19 available benefit programs by contributing the employee share of the
- 20 cost through payroll deduction. In order to participate in any one type of
- 21 coverage (i.e., medical, dental, vision, or life), the employee must enroll
- 22 in and contribute toward the cost of all types of coverage.
- 23

24 4. Change of Benefits

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- 26 a. The County Office of Education shall not initiate a change in the type or
- 27 level of benefits provided during the term of this Agreement except with
- 28 mutual consent of Association.
- 29
- 30 b. The County Office of Education shall assume no responsibility or
- 31 liability for changes in coverage imposed by benefit insurance providers.
- 32 It is understood and agreed that the County Office of Education
- 33 exercises no control and accordingly accepts no responsibility with
- 34 respect to individual providers and/or hospitals included in the panel of
- 35 specific benefit plans.
- 36
- 37 c. The current "provider" for the medical, dental, and vision plans offered
- 38 to Association members and retirees is the California's Valued Trust.
- 39 Any change in the third-party administrator of the medical, dental, or
- 40 vision plans shall not be considered a change in benefits except,
- 41 however, that such change shall not reduce the level of benefits provided
- 42 by those plans consistent with the provision in (a) above.
- 43
- 44 d. The County Office of Education makes no representation with respect to
- 45 financial viability and shall not be liable for any claims resulting from
- 46 the financial insolvency of any medical, dental or vision plan.

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5. Retiree Benefits

The County Office of Education shall provide to each eligible Association retiree those health insurance benefits that are provided to active employees. Retiree health insurance benefits shall be identical to those provided active employees in any given year except that coverage specifically prohibited by any benefit carrier to retirees shall not be provided.

To be eligible, the retiree must:

- a. Have been providing full-time service and continuously employed by the County Office of Education for a minimum of five years immediately prior to retirement for employees hired on or before June 30, 2016.  
  
Have been providing full-time service and continuously employed by the County Office of Education for a minimum of ten years immediately prior to retirement for employees hired on or after July 1, 2016.
- b. Have obtained the minimum retirement age required by the State Teachers Retirement System (STRS) or Public Employees Retirement System (PERS) or have qualified for a STRS/PERS disability retirement and be receiving benefits from STRS/PERS.

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

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

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

6. Election to Choose Health Plans

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



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**ARTICLE XVI**  
**SALARY**

1. Salary

- a. Effective July 1, 2023, the salary schedules will be increased by 8.0%
- b. SJCEA members shall receive an off-schedule payment of \$4,000.00 in 2023-24. Such payment shall be paid to unit members who are employed in permanent status as of September 30, 2023. Payment shall be prorated for less than full-time employment and shall be made not later than October 31, 2023.
- c. For the 2022-23 school year, SJCOE shall improve the ROC/P salary schedule to be more competitive. The salary schedule increase reflected in 1(a) above shall be applied to the agreed upon ROC/P salary schedule.
- d. Effective July 1, 2022, the Vocational and ROC/P Hourly Salary Schedule (TRH) shall be eliminated.
- e. The standard hourly teacher rate shall be adjusted annually by the same percentage as the salary schedules, as defined in section (a) of this Article.

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

3. Stipends

- a. The Master's stipend shall be \$2,100 per year effective July 1, 2021. Only one Master's stipend per employee will be paid. Stipend shall be prorated for less than full-time employment. Effective July 1, 2000, Master's stipend shall apply to employees holding alternative certifications.
- b. The Doctoral stipend shall be \$3,000 per year effective July 1, 2015 for a Ph.D. or Ed.D. from an accredited institution. The \$3,000 includes and is not in addition to, the Masters Stipend. Only one Doctoral stipend per employee will be paid. Stipend shall be prorated for less than full-time employment.

- 1 c. Bilingual (non-BCLAD) and Deaf Hard of Hearing (DHOH) bargaining  
2 unit members who meet defined proficiency standards in Spanish or sign  
3 language shall receive a \$500 per year on-schedule stipend when  
4 assigned to designated bilingual or DHOH classes. Such stipends shall  
5 be added to the employee's regular monthly paycheck. The effective  
6 date of the monthly stipend shall be the first of the month following both  
7 demonstration of proficiency, and assignment to a designated class. The  
8 stipend shall be prorated for less than one FTE of employment.  
9
- 10 d. Bargaining unit members holding a BCLAD certificate shall receive a  
11 \$1,000 per year on-schedule stipend when assigned to designated  
12 bilingual classes. Such stipends shall be added to the employee's  
13 regular monthly paycheck. The effective date of the monthly stipend  
14 shall be the first of the month following both attainment of the BCLAD  
15 certificate, and assignment to a designated class. The stipend shall be  
16 prorated for less than one FTE of employment.
- 17 e. The Special Education stipend shall be paid to eligible teachers,  
18 including LSH teachers as follows:  
19
  - 20 i. \$5,000.00 per year  
21  
22 The stipend shall be prorated for less than one FTE of employment.  
23
- 24 f. Due to current labor market conditions and difficulties in recruiting and  
25 hiring certain hard-to fill positions, SJCOE shall pay a one-time sign-on  
26 bonus of \$10,000, subject to all normal withholdings and deductions, to  
27 each person hired to teach one of the positions identified below. Part  
28 time teacher bonuses will be prorated.  
29
  - 30 i. Language Speech and Hearing Specialist
  - 31 ii. Teacher Deaf/Hard of Hearing
  - 32 iii. Teacher of the Visually Impaired
  - 33 iv. Special Education Teacher  
34
- 35 g. The sign-on will be paid directly to the employee. The first payment of  
36 \$5,000 will be made within 30 days of the first day of service. The  
37 second payment of \$5,000 will be made by January 31 of the first year  
38 of service.  
39
- 40 h. The sign-on bonuses will be paid to qualifying teachers hired for the  
41 2022-23 and 2023-24 school years.  
42
- 43 i. Employees who receive the sign-on bonus and subsequently resign their  
44 employment prior to providing three years of continuous service at  
45 SJCOE, except in cases where a teacher resigns in lieu of pending non-  
46 reelection, shall be obligated to repay the full sign-on bonus amount

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received to SJCOE. Employees offered the sign-on bonus will be notified of this repayment obligation in writing at time of hire and annually while the repayment obligation is in effect.

**ARTICLE XVII**  
**TRAVEL**

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

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to their normal worksite, and then are required to travel to another site on the same day, that travel is eligible for reimbursement in accordance with Article XVII, paragraph 3.e.

In cases where an employee reports to a worksite within San Joaquin County other than their normal worksite, and for that day, they report only to that alternative worksite, then no mileage reimbursement shall be paid.

The “one site per day” rule shall apply to activities including, but not limited to, staff development days, inservice days, and student activities or events. The “one site per day” rule shall not apply to situations in which employees must travel to an alternate site to pick up a county owned vehicle that will be used to transport students to various activities, even if the employee’s personal vehicle will only be driven to one site. Mileage incurred for the purpose of picking up a county owned vehicle under this paragraph shall be eligible for reimbursement in accordance with Article XVII, paragraph 3.e. provided that advanced specific written approval for mileage reimbursement for the event has been granted pursuant to Article XVII, paragraph 2.f.

**ARTICLE XVIII**  
**PEER ASSISTANCE AND REVIEW PROGRAM**

A. **PURPOSE**

The Peer Assistance and Review Program (PAR) allows exemplary Teachers and Teachers College of San Joaquin’s Practicum Supervisors to assist certain permanent Teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance consistent with the California Standard for the Teaching Profession. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have resources provided to them in the interest of enhancing performance.

Peer assistance activities are provided by “Consulting Teachers” (CTs) to “Participating Teachers” (PTs). CTs are selected and designated by the Joint Committee (JC).

This PAR program in no manner diminishes the legal rights of the Teachers or San Joaquin County Office of Education (SJCOE).

B. **PARTICIPATING TEACHERS**

1. **Referred Participating Teacher (RPT)**

- a. An RPT shall be a Teacher and permanent employee of the SJCOE and be referred to the program as a result of an unsatisfactory performance evaluation. [Reference Education Code 44500(b),(1)]. RPTs shall not be eligible for voluntary transfer while they remain in the program. RPT’s shall not be eligible to participate for more than three school years.
- b. The JC shall appoint the CT.
- c. The RPT shall be entitled to review all reports generated by the CT prior to their submission to the JC and to have affixed thereto his or her comments.
- d. The RPT shall have a right to be represented by the Association in any meetings of the JC to which they are called and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.
- e. The RPT shall have the right to timely progress reports.

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f. An RPT shall not have access to the grievance process to challenge the content of reports, or decisions by the JC, but may file responses, which shall become part of the official record of the intervention (not a part of the personnel file).

2. Voluntary Participating Teacher (VPT)

- a. A VPT shall be a Teacher and a permanent employee of SJCOE who wishes professional growth with the assistance of a CT.
- b. The JC shall assign a CT to a VPT.
- c. The VPT may terminate his or her participation in the PAR program at any time.
- d. VPTs participating in PAR shall not have any documentation issued as a result of said participation placed in their personnel files.

C. JOINT COMMITTEE

- 1. Definition: Oversight and guidance of the PAR program and applicable budget is provided through the JC. The JC shall be composed of five members. The JC shall meet at least quarterly. JC Teachers may be released from their regular duties in order to attend JC meetings.
  - a. Three members and one alternate shall be elected by Teachers. Members shall serve either a two or three year term to maintain continuity and experience on the committee.
  - b. The alternate member may attend the JC meetings. The alternate member will receive compensation for attending meetings when the meetings occur outside student contact hours.
  - c. Two members and one alternate shall be county administrators selected by the County Superintendent.
  - d. The chair will alternate on an annual basis between Teachers and administrator members.
- 2. Qualifications: The qualifications for the Teacher members of the JC shall be the same as the qualifications for a CT.

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- 3. Decision-Making:
  - a. Selection of CTs must be by at least four (4) affirmative votes of the JC.
  - b. The Committee makes recommendations regarding outcome(s) of PAR participation, i.e., successful completion of PAR, continuation in PAR or dismissal from PAR due to determination that assistance from PAR would not be productive. The decision to recommend dismissal from PAR shall require at least a 4/1 vote of the entire JC. All JC members must be present to vote.
  - c. The JC will develop and approve Bylaws.
- 4. Compensation: Teachers and alternates who are members of the JC shall receive a PAR stipend of \$125.00 per attended meeting, not exceeding \$500.00, payable at the next available pay period. JC meetings will occur outside student contact hours.
- 5. Confidentiality: Any discussion related to a PT's participation in the PAR program shall be kept in strict confidence by JC members, CT's, and the Program Administrator of a PT. All proceedings and materials related to the PAR process shall be strictly confidential. Therefore, JC members and CTs may disclose such information only as necessary to administer this article.

All materials related to evaluations, reports and other personnel matters shall be confidential, subject to the following exceptions:

  - a. In response to a subpoena or order of the court.
  - b. The CT's final report may be used by the SJCOE in any dismissal action against the RPT.
- 6. Records: Documents and writings relating to a PT's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.) Except for a CT's final report regarding a PT's participation in the PAR program, the JC's recommendation to the Superintendent regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Program Administrator, all other documents relating to participation in the PAR program shall be maintained in a separate file.



- 1           7.       Liability: A Teacher who performs functions as a JC member or as a CT  
2               shall have the same protection from liability and access to appropriate  
3               defense as other public school employees pursuant to Division 3.6  
4               (commencing with Section 810) of Title 1 of the Government Code.  
5               SJCOE shall defend and hold harmless individual Committee members  
6               and CTs from any lawsuit or claim arising out of the performance of  
7               their duties under this program.  
8
- 9           8.       Teacher Status: A Teacher who implements any PAR program  
10               functions is not a management or supervisory employee for purposes of  
11               the Educational Employment Relations Act. [Reference Education Code  
12               44503(b)].  
13
- 14           9.       Training: SJCOE shall utilize Teachers College of San Joaquin (TCSJ)  
15               for appropriate training opportunities for JC members in areas related to  
16               the committee’s statutory responsibility.  
17

18   D.       CONSULTING TEACHER

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- 20           1.       Source: The JC shall obtain CTs from either the TCSJ or the Teachers  
21               designated by the JC.  
22
- 23           2.       Definition: A Teacher meeting the requirements of Section C., of this  
24               Article who is selected by the JC to provide program assistance to a PT.  
25
- 26           3.       Minimum Qualifications:  
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  - 28               a.       Must be a Teacher with permanent status or a TCSJ Practicum  
29                       Supervisor.  
30
  - 31               b.       Teachers shall have at least five (5) years of recent teaching  
32                       experience, the most recent three (3) years with SJCOE.  
33                       Teachers shall receive priority consideration to become a CT.  
34
  - 35               c.       TCSJ Practicum Supervisors shall have at least five (5) years of  
36                       current experience as a supervisor with the Teachers College of  
37                       San Joaquin.  
38
  - 39               d.       All CTs shall demonstrate exemplary teaching ability, as  
40                       indicated by criteria contained in the bylaws.  
41
- 42           4.       Application Process:  
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  - 44               a.       The PAR bylaws have an established application process for  
45                       prospective CTs.  
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- b. The Application Form is an Exhibit attached to the bylaws.
- 5. Terms and Conditions:
  - a. A CT's term shall be three (3) years. At the end of the CT's term, the CT may reapply for another term.
  - b. A CT's term with VPT's shall be for a maximum of one (1) year.
  - c. A CT appointed to an administrative position while serving as CT, will relinquish their position of CT.
  - d. A CT shall continue to provide assistance to the RPT until the prescribed time limit has expired, or until teaching performance of the RPT receives a satisfactory evaluation or it is determined that further assistance will not be productive.
  - e. The CT may petition the JC for an assignment change.
  - f. A CT may be removed by the JC for reasonable cause.
- 6. Confidentiality: Discussion related to an employee's participation in the PAR program shall be kept in strict confidence by JC members, CTs, and the Program Administrator of a PT.
- 7. Records: Documents and writings relating to a PT's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.). Except for a CTs final report regarding a PT's participation in the PAR program, pursuant to Education Code section 44500(b)(7), the JC's recommendation to the Superintendent regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Program Administrator, all other documents relating to participation in the PAR program shall be maintained in a separate file.

All communications and documents relating to VPT's shall remain confidential between the CT and the VPT and not maintained in a separate file.
- 8. Workload/Caseload:
  - a. Caseload of the CT shall be one RPT or up to two VPTs and/or general short-term support at large to Teachers. Determination of assignments will be made by the JC.

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- b. Support to an RPT shall be determined by the RPT and the CT with a minimum of ten (10) visitations per year.
  - c. CTs assigned an RPT shall meet for a quarterly progress report with the JC and provide dialogue on the RPT's progress.
  - d. Support to a VPT shall be determined by the VPT and the CT.
9. Job Duties: The PAR bylaws have established job duties for prospective CTs.
10. Release Time: Release time will be provided based upon frequency and duration of support needs as detailed in the Performance Improvement Plan (PIP) and shall include, but will not be limited to the following:
- a. Traveling to and from class visits and observation sites. Mileage will be reimbursed at the IRS rate pursuant to SJCOE policy.
  - b. Completing documentation
  - c. Preparing time for class visits
  - d. Making arrangements for the support of the PT
  - e. Training and staff development to accompany mentee.
11. Final Report to Joint Committee: The CT shall submit a final report to the JC no later than the date determined by the JC.
12. Compensation:
- a. When approved, the CT will receive compensation of \$35.00 per hour (not to exceed \$500, payable at the next available pay period) for training, which includes Joint Committee Orientation. Should the training require release time, compensation will not be provided.
  - b. When a CT is assigned duties by the JC for an RPT, he/she will receive a stipend of \$2,300.00 (a minimum of 65 hours) payable at the next available pay period.
  - c. When a CT receives an assignment by the JC, specific to VPT's, he/she shall be compensated at a rate of \$35 per hour up to a maximum of \$1,750 (a minimum of 50 hours) payable at the next available pay period. A CT may submit a written request for

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approval, up to an additional 25 hours, for duties performed outside normal classroom hours. Those hours will be compensated at \$35.00 per hour payable at the next available pay period.

- d. If the CT is approaching 25 hours with their VPT, they shall meet with the JC and provide written justification for approval of additional hours.

**ARTICLE XIX**  
**DISCIPLINE**

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1. Just Cause/Due Process  
The County Office of Education may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for up to fifteen (15) working days. Discipline shall not include dismissal or suspensions for more than fifteen (15) working days.
  
2. Progressive Discipline  
The following progressive discipline procedures will be applied except where, in the sole judgment of management, the nature of the offense may require the County Office of Education to directly impose a written warning, written reprimand, or suspension without pay.
  - a. Verbal Counseling/Warning  
The County Office of Education shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's personnel file.
  - b. Written Warning  
Subject to 2.a. above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last forty-eight (48) months. Written warnings will not be placed in the unit member's file.
  - c. Written Reprimand  
Subject to 2.b. above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last forty-eight (48) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.
  - d. Suspension Without Pay  
Subject to 2.c. above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last forty-eight (48) months. No unit member will be suspended more than fifteen (15) working days per incident. In all instances, however, the length of a suspension will relate to the severity of the action.

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3. Notice  
Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain;
  - a. A statement of the specific acts or omissions upon which the action is based;
  - b. A statement of the cause(s) for which action is recommended;
  - c. Where applicable, the Education Code section, policy, rule regulation, or directive violated;
  - d. Penalty proposed and effective date;
  - e. Copies of the documentary evidence upon which the recommendation is based;
  - f. A statement of the unit member's right to challenge the proposed action by filing a grievance pursuant to the grievance procedures of Article IX Grievance Procedure of this agreement subject to section 4 below.
4. Grievance  
Only written reprimands and suspension without pay may be subject to the grievance procedure in Article IX Grievance Procedure. Grievances filed alleging violations of the above sections regarding discipline may be filed directly at Level II.
5. Confidentiality  
All information or proceedings regarding any actions or proposed actions pursuant to this Article will be kept confidential by the parties to the extent permitted by law.
6. Education Code  
This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but will not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942. Nor is this Article intended to preclude the County Office of Education's right to release temporary unit members, non-re-elect probationary unit members, issue Notices of Unprofessional Conduct or Unsatisfactory Performance to unit members pursuant to Education Code section 44938, or otherwise dismiss/terminate unit members consistent with legal requirements.

**ARTICLE XX**  
**MISCELLANEOUS PROVISIONS**

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4 1. Any individual contract between the County Office of Education and a  
5 teacher shall be subject to and consistent with the terms and conditions  
6 of this agreement.  
7
- 8 2. The County Office of Education will provide a substitute whenever a  
9 teacher is absent if a qualified substitute is available.  
10
- 11 3. The County Office of Education (SJCOE) and the Association recognize  
12 the importance of teacher/student ratios in providing a quality education  
13 program for students. SJCOE shall provide all unit members with  
14 projected maximum caseloads on or before the first day of instruction  
15 each school year. SJCOE shall make every attempt to maintain  
16 caseload/class size at or below the projected maximums. If enrollment  
17 exceeds projections and caseload/class size maximums require  
18 modification, administration will meet with the affected unit member(s)  
19 to determine appropriate resources and supports.  
20
- 21 4. Employees shall have the right to consult on content of courses and  
22 curriculum, the selection of textbooks, and in-service as it relates to the  
23 preceding.  
24
- 25 5. In the judgment of a teacher, if a student requires the attention of a  
26 specialist such as counselor, psychologist, physician or other specialist,  
27 he/she shall so inform the appropriate supervisor.  
28
- 29 6. The provisions of this agreement shall not be interpreted or applied in a  
30 manner which is arbitrary, capricious, or discriminatory. Rules which  
31 are designed to implement this agreement shall be uniform in application  
32 and effect.  
33
- 34 7. Each employee shall be given written notice not later than June 15th of  
35 the next year's tentative assignment. These assignments may be  
36 changed by written notice to the employee up to the first teacher  
37 workday of the new school year. For any changes of assignment  
38 initiated pursuant to this section of this article which include moving to a  
39 different classroom, employees shall be compensated up to 12 hours at  
40 the standard hourly teacher rate. An additional 6 hours may be granted  
41 upon request to the appropriate administrator. The County Office of  
42 Education shall move supplies, materials, furniture and equipment from  
43 one work location to another upon request of the employee provided  
44 they are suitably boxed and/or packed.  
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- 8. ROC/P teachers shall remain temporary employees and shall not be served March 15 layoff notification unless the Superintendent determines their services are not required for the subsequent school year.



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**ARTICLE XXI**  
**SAVINGS**

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

**ARTICLE XXII**  
**CONCERTED ACTIVITIES**

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

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**ARTICLE XXIII**  
**COMPLETENESS OF AGREEMENT**

1. This document comprises the entire agreement between the County Office of Education and Association 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.

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**ARTICLE XXIV**  
**TERM OF AGREEMENT**


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


**IN WITNESS WHEREOF**, parties hereto have set their hands this 1<sup>st</sup> day of June, 2023.


**FOR THE ASSOCIATION**


**FOR THE COUNTY OFFICE OF EDUCATION**


  
\_\_\_\_\_  
Brandi Medeiros  
San Joaquin County Educators' Association

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

  
\_\_\_\_\_  
Tracy Joyner  
San Joaquin County Educators' Association


  
\_\_\_\_\_  
Scott Anderson  
Deputy Superintendent

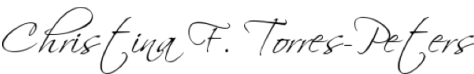
  
\_\_\_\_\_  
Joshua Medeiros  
San Joaquin County Educators' Association

  
\_\_\_\_\_  
Terrell Martinez  
Deputy Superintendent

  
\_\_\_\_\_  
Gina Parish  
California Teachers Association

  
\_\_\_\_\_  
Brandie Brunni  
Assistant Superintendent

  
\_\_\_\_\_  
Robin Reynolds  
San Joaquin County Educators' Association

  
\_\_\_\_\_  
Christina Torres-Peters  
Chief Human Resources Officer

# EXHIBIT I



2023-2024

## TEACHER SALARY SCHEDULE

STEP	CL1	CL2	CL3	CL4	CL5	CL6
	B.A. PLUS 15 UNITS	B.A. PLUS 30 UNITS	B.A. PLUS 45 UNITS	B.A. PLUS 60 UNITS	B.A. PLUS 75 UNITS	B.A. PLUS 90 UNITS
1	\$ 58,287.00	\$ 60,893.00	\$ 63,500.00	\$ 66,100.00	\$ 68,712.00	\$ 70,772.00
2	\$ 58,287.00	\$ 60,893.00	\$ 63,500.00	\$ 66,100.00	\$ 68,712.00	\$ 70,772.00
3	\$ 60,833.00	\$ 63,435.00	\$ 66,053.00	\$ 68,646.00	\$ 71,250.00	\$ 73,388.00
4	\$ 63,372.00	\$ 65,980.00	\$ 68,577.00	\$ 71,182.00	\$ 73,786.00	\$ 76,000.00
5	\$ 65,920.00	\$ 68,517.00	\$ 71,128.00	\$ 73,722.00	\$ 76,325.00	\$ 78,616.00
6	\$ 68,463.00	\$ 71,059.00	\$ 73,673.00	\$ 76,267.00	\$ 78,863.00	\$ 81,231.00
7	\$ 70,994.00	\$ 73,598.00	\$ 76,207.00	\$ 78,811.00	\$ 81,408.00	\$ 83,845.00
8	\$ 73,536.00	\$ 76,145.00	\$ 78,747.00	\$ 81,352.00	\$ 83,955.00	\$ 86,476.00
9	\$ 76,089.00	\$ 78,694.00	\$ 81,289.00	\$ 83,898.00	\$ 86,485.00	\$ 89,085.00
10	\$ 78,630.00	\$ 81,230.00	\$ 84,122.00	\$ 86,437.00	\$ 89,035.00	\$ 91,708.00
11	\$ 78,630.00	\$ 83,764.00	\$ 86,369.00	\$ 88,965.00	\$ 91,566.00	\$ 94,312.00
12	\$ 78,630.00	\$ 86,305.00	\$ 88,906.00	\$ 91,520.00	\$ 94,111.00	\$ 96,938.00
13	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 94,055.00	\$ 96,675.00	\$ 99,577.00
14	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 94,055.00	\$ 96,675.00	\$ 99,577.00
15	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 94,055.00	\$ 96,675.00	\$ 99,577.00
16	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 96,713.00	\$ 99,336.00	\$102,317.00
17	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 96,713.00	\$ 99,336.00	\$102,317.00
18	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 96,713.00	\$ 99,336.00	\$102,317.00
19	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 99,366.00	\$101,994.00	\$105,053.00
20	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 99,366.00	\$101,994.00	\$105,053.00
21	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 99,366.00	\$101,994.00	\$105,053.00
22	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$102,037.00	\$104,653.00	\$107,794.00
23	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$102,037.00	\$104,653.00	\$107,794.00
24	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$102,037.00	\$104,653.00	\$107,794.00
25	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$104,693.00	\$107,309.00	\$110,527.00
26	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$104,693.00	\$107,309.00	\$110,527.00
27	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$104,693.00	\$107,309.00	\$110,527.00
28	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$107,309.00	\$109,995.00	\$113,290.00

1. Placement on the salary schedule shall be determined by the years of fully credentialed teaching experience and units earned beyond the Bachelor's Degree (minimum 75% of school year, Ref.: E.C. 44908) granting year for year experience credit and that full-time contracted teaching experience under a Waiver and Intern programs will be credited toward total years of experience.
2. A career increment shall be granted to teachers commencing their 16th, 19th, 22nd, 25th and 28th year who have met the following requirements:
  - A. Have reached Class IV, V, and VI.
  - B. Have completed 15, 18, 21, 24 (and 27 for Class IV, V and VI) years of creditable service requiring certification with the San Joaquin County Office of Education. Creditable service shall include appropriate experience outside the County Office of Education which was granted at the time of initial placement on the salary schedule.
  - C. Must have completed Master's Degree to move to Class VI.
3. An additional \$2,100 shall be granted for Master's Degree. Stipend will be pro-rated for less than full-time employment. (Effective 7/1/00, this shall be interpreted to include employees holding alternative certifications.)
4. An additional \$3,000 shall be granted for Doctoral Degree (Ph.D. or Ed.D.). Stipend will be pro-rated for less than full-time employment. The maximum of one stipend shall be paid per employee and shall be based on the highest degree earned.
5. An additional \$5,000 Stipend shall be granted for certificated employees assigned to the Special Education Department. Stipend will be pro-rated for less than full-time equivalent.
6. An additional \$500 Stipend shall be granted to certificated staff who meet defined proficiency standards in Spanish or sign language when assigned to designated bilingual or DHOH classes. Stipend will be pro-rated for less than full-time equivalent. (Excluding LSH employees)
7. An additional \$1,000 Stipend shall be granted to certificated staff holding a BCLAD certificate when assigned to designated bilingual classes. Stipend will be pro-rated for less than full-time equivalent. (Excluding LSH employees)
8. Employees paid on this Salary Schedule are represented by San Joaquin Educators Association - California Teachers Association (CTA).

CLASSIFICATIONS	
Behavior Intervention Specialist	Teacher
Teacher-Counselor	Teacher- Resource Specialist



2023-2024

**TEACHER DISCOVERY CHALLENGE ACADEMY  
SALARY SCHEDULE**

STEP	CL1	CL2	CL3	CL4	CL5	CL6
	B.A. PLUS 15 UNITS	B.A. PLUS 30 UNITS	B.A. PLUS 45 UNITS	B.A. PLUS 60 UNITS	B.A. PLUS 75 UNITS	B.A. PLUS 90 UNITS
1	\$ 68,159.00	\$ 71,207.00	\$ 74,255.00	\$ 77,295.00	\$ 80,352.00	\$ 82,763.00
2	\$ 68,159.00	\$ 71,207.00	\$ 74,255.00	\$ 77,295.00	\$ 80,352.00	\$ 82,763.00
3	\$ 71,139.00	\$ 74,181.00	\$ 77,242.00	\$ 80,272.00	\$ 83,318.00	\$ 85,820.00
4	\$ 74,106.00	\$ 77,155.00	\$ 80,194.00	\$ 83,239.00	\$ 86,283.00	\$ 88,876.00
5	\$ 77,086.00	\$ 80,125.00	\$ 83,179.00	\$ 86,210.00	\$ 89,253.00	\$ 91,932.00
6	\$ 80,059.00	\$ 83,096.00	\$ 86,157.00	\$ 89,187.00	\$ 92,219.00	\$ 94,988.00
7	\$ 83,020.00	\$ 86,064.00	\$ 89,117.00	\$ 92,164.00	\$ 95,199.00	\$ 98,048.00
8	\$ 85,993.00	\$ 89,045.00	\$ 92,085.00	\$ 95,133.00	\$ 98,175.00	\$101,125.00
9	\$ 88,979.00	\$ 92,024.00	\$ 95,059.00	\$ 98,107.00	\$101,139.00	\$104,177.00
10	\$ 91,950.00	\$ 94,988.00	\$ 98,373.00	\$101,079.00	\$104,118.00	\$107,243.00
11	\$ 91,950.00	\$ 97,954.00	\$101,001.00	\$104,035.00	\$107,078.00	\$110,291.00
12	\$ 91,950.00	\$100,926.00	\$103,967.00	\$107,022.00	\$110,054.00	\$113,359.00
13	\$ 91,950.00	\$100,926.00	\$106,939.00	\$109,987.00	\$113,052.00	\$116,446.00
14	\$ 91,950.00	\$100,926.00	\$106,939.00	\$109,987.00	\$113,052.00	\$116,446.00
15	\$ 91,950.00	\$100,926.00	\$106,939.00	\$109,987.00	\$113,052.00	\$116,446.00
16	\$ 91,950.00	\$100,926.00	\$106,939.00	\$113,094.00	\$116,163.00	\$119,648.00
17	\$ 91,950.00	\$100,926.00	\$106,939.00	\$113,094.00	\$116,163.00	\$119,648.00
18	\$ 91,950.00	\$100,926.00	\$106,939.00	\$113,094.00	\$116,163.00	\$119,648.00
19	\$ 91,950.00	\$100,926.00	\$106,939.00	\$116,202.00	\$119,272.00	\$122,848.00
20	\$ 91,950.00	\$100,926.00	\$106,939.00	\$116,202.00	\$119,272.00	\$122,848.00
21	\$ 91,950.00	\$100,926.00	\$106,939.00	\$116,202.00	\$119,272.00	\$122,848.00
22	\$ 91,950.00	\$100,926.00	\$106,939.00	\$119,323.00	\$122,382.00	\$126,054.00
23	\$ 91,950.00	\$100,926.00	\$106,939.00	\$119,323.00	\$122,382.00	\$126,054.00
24	\$ 91,950.00	\$100,926.00	\$106,939.00	\$119,323.00	\$122,382.00	\$126,054.00
25	\$ 91,950.00	\$100,926.00	\$106,939.00	\$122,430.00	\$125,485.00	\$129,249.00
26	\$ 91,950.00	\$100,926.00	\$106,939.00	\$122,430.00	\$125,485.00	\$129,249.00
27	\$ 91,950.00	\$100,926.00	\$106,939.00	\$122,430.00	\$125,485.00	\$129,249.00
28	\$ 91,950.00	\$100,926.00	\$106,939.00	\$125,485.00	\$128,629.00	\$132,483.00

1. Placement on the salary schedule shall be determined by the years of fully credentialed teaching experience and units earned beyond the Bachelor's Degree (minimum 75% of school year, Ref.: E.C. 44908) granting year for year experience credit and that full-time contracted teaching experience under a Waiver and Intern programs will be credited toward total years of experience.
2. A career increment shall be granted to teachers commencing their 16th, 19th, 22nd, 25th and 28th year who have met the following requirements:
  - A. Have reached Class IV, V, and VI.
  - B. Have completed 15, 18, 21, 24 (and 27 for Class IV, V and VI) years of creditable service requiring certification with the San Joaquin County Office of Education. Creditable service shall include appropriate experience outside the County Office of Education which was granted at the time of initial placement on the salary schedule.
  - C. Must have completed Master's Degree to move to Class VI.
3. An additional \$2,100 shall be granted for Master's Degree. Stipend will be pro-rated for less than full-time employment. (Effective 7/1/00, this shall be interpreted to include employees holding alternative certifications.)
4. An additional \$3,000 shall be granted for Doctoral Degree (Ph.D. or Ed.D.). Stipend will be pro-rated for less than full-time employment. The maximum of one stipend shall be paid per employee and shall be based on the highest degree earned.
5. An additional \$5,000 Stipend shall be granted for certificated employees assigned to the Special Education Department. Stipend will be pro-rated for less than full-time equivalent.
6. An additional \$500 Stipend shall be granted to certificated staff who meet defined proficiency standards in Spanish or sign language when assigned to designated bilingual or DHOH classes. Stipend will be pro-rated for less than full-time equivalent.
7. An additional \$1,000 Stipend shall be granted to certificated staff holding a BCLAD certificate when assigned to designated bilingual classes. Stipend will be pro-rated for less than full-time equivalent.
8. Employees paid on this Salary Schedule are represented by San Joaquin Educators Association - California Teachers Association (CTA).

CLASSIFICATIONS
Teacher-Counselor
Teacher



2023-2024

**LANGUAGE, SPEECH AND HEARING SPECIALIST  
SALARY SCHEDULE**

STEP	CL1	CL2	CL3	CL4	CL5	CL6
	B.A. PLUS 15 UNITS	B.A. PLUS 30 UNITS	B.A. PLUS 45 UNITS	B.A. PLUS 60 UNITS	B.A. PLUS 75 UNITS	B.A. PLUS 90 UNITS
1	\$ 67,612.00	\$ 70,635.00	\$ 73,658.00	\$ 76,674.00	\$ 79,705.00	\$ 82,096.00
2	\$ 67,612.00	\$ 70,635.00	\$ 73,658.00	\$ 76,674.00	\$ 79,705.00	\$ 82,096.00
3	\$ 70,566.00	\$ 73,584.00	\$ 76,622.00	\$ 79,629.00	\$ 82,651.00	\$ 85,132.00
4	\$ 73,511.00	\$ 76,534.00	\$ 79,551.00	\$ 82,569.00	\$ 85,590.00	\$ 88,157.00
5	\$ 76,467.00	\$ 79,482.00	\$ 82,508.00	\$ 85,517.00	\$ 88,535.00	\$ 91,193.00
6	\$ 79,418.00	\$ 82,428.00	\$ 85,463.00	\$ 88,468.00	\$ 91,480.00	\$ 94,228.00
7	\$ 82,352.00	\$ 85,374.00	\$ 88,401.00	\$ 91,423.00	\$ 94,433.00	\$ 97,262.00
8	\$ 85,302.00	\$ 88,329.00	\$ 91,346.00	\$ 94,368.00	\$ 97,388.00	\$100,311.00
9	\$ 88,265.00	\$ 91,285.00	\$ 94,296.00	\$ 97,322.00	\$100,326.00	\$103,339.00
10	\$ 91,211.00	\$ 94,227.00	\$ 97,582.00	\$100,265.00	\$103,279.00	\$106,382.00
11	\$ 91,211.00	\$ 97,165.00	\$100,188.00	\$103,197.00	\$106,216.00	\$109,404.00
12	\$ 91,211.00	\$100,114.00	\$103,132.00	\$106,164.00	\$109,169.00	\$112,449.00
13	\$ 91,211.00	\$100,114.00	\$106,082.00	\$109,107.00	\$112,142.00	\$115,509.00
14	\$ 91,211.00	\$100,114.00	\$106,082.00	\$109,107.00	\$112,142.00	\$115,509.00
15	\$ 91,211.00	\$100,114.00	\$106,082.00	\$109,107.00	\$112,142.00	\$115,509.00
16	\$ 91,211.00	\$100,114.00	\$106,082.00	\$112,185.00	\$115,227.00	\$118,686.00
17	\$ 91,211.00	\$100,114.00	\$106,082.00	\$112,185.00	\$115,227.00	\$118,686.00
18	\$ 91,211.00	\$100,114.00	\$106,082.00	\$112,185.00	\$115,227.00	\$118,686.00
19	\$ 91,211.00	\$100,114.00	\$106,082.00	\$115,267.00	\$118,313.00	\$121,860.00
20	\$ 91,211.00	\$100,114.00	\$106,082.00	\$115,267.00	\$118,313.00	\$121,860.00
21	\$ 91,211.00	\$100,114.00	\$106,082.00	\$115,267.00	\$118,313.00	\$121,860.00
22	\$ 91,211.00	\$100,114.00	\$106,082.00	\$118,363.00	\$121,400.00	\$125,041.00
23	\$ 91,211.00	\$100,114.00	\$106,082.00	\$118,363.00	\$121,400.00	\$125,041.00
24	\$ 91,211.00	\$100,114.00	\$106,082.00	\$118,363.00	\$121,400.00	\$125,041.00
25	\$ 91,211.00	\$100,114.00	\$106,082.00	\$121,444.00	\$124,480.00	\$128,211.00
26	\$ 91,211.00	\$100,114.00	\$106,082.00	\$121,444.00	\$124,480.00	\$128,211.00
27	\$ 91,211.00	\$100,114.00	\$106,082.00	\$121,444.00	\$124,480.00	\$128,211.00
28	\$ 91,211.00	\$100,114.00	\$106,082.00	\$124,480.00	\$127,593.00	\$131,417.00

- Placement on the salary schedule shall be determined by the years of fully credentialed teaching experience and units earned beyond the Bachelor's Degree (minimum 75% of school year, Ref.: E.C. 44908) granting year for year experience credit and that full-time contracted teaching experience under a Waiver and Intern programs will be credited toward total years of experience.
- A career increment shall be granted to teachers commencing their 16th, 19th, 22nd, 25th and 28th year who have met the following requirements:
  - Have reached Class IV, V, and VI.
  - Have completed 15, 18, 21, 24 (and 27 for Class IV, V and VI) years of creditable service requiring certification with the San Joaquin County Office of Education. Creditable service shall include appropriate experience outside the County Office of Education which was granted at the time of initial placement on the salary schedule.
  - Must have completed Master's Degree to move to Class VI.
- An additional \$2,100 shall be granted for Master's Degree. Stipend will be pro-rated for less than full-time employment. (Effective 7/1/00, this shall be interpreted to include employees holding alternative certifications.)
- An additional \$3,000 shall be granted for Doctoral Degree (Ph.D. or Ed.D.). Stipend will be pro-rated for less than full-time employment.
- The maximum of one stipend shall be paid per employee and shall be based on the highest degree earned.
- An additional \$5,000 Stipend shall be granted for certificated employees assigned to the Special Education Department. Stipend will be pro-rated for less than full-time equivalent.
- Employees paid on this Salary Schedule are represented by San Joaquin Educators Association - California Teachers Association (CTA).

<b>CLASSIFICATION</b>
Language, Speech and Hearing Specialist



2023-2024

VOCATIONAL AND ROC/P SALARY SCHEDULE

STEP	CL 1 Preliminary/ Clear	CL2 BA PLUS 15 OR 9 years exp	CL3 BA PLUS 30 OR 10 years exp	CL4 BA PLUS 45 OR 11 years exp	CL5 BA PLUS 60 OR 12 years exp	CL6 BA PLUS 75 OR 13 years exp	CL7 MA PLUS 90 OR 14 years exp
1	\$ 55,792.00	\$ 58,287.00	\$ 60,893.00	\$ 63,500.00	\$ 66,100.00	\$ 68,712.00	\$ 70,772.00
2	\$ 55,792.00	\$ 58,287.00	\$ 60,893.00	\$ 63,500.00	\$ 66,100.00	\$ 68,712.00	\$ 70,772.00
3	\$ 58,337.00	\$ 60,833.00	\$ 63,435.00	\$ 66,053.00	\$ 68,646.00	\$ 71,250.00	\$ 73,388.00
4	\$ 60,868.00	\$ 63,372.00	\$ 65,980.00	\$ 68,577.00	\$ 71,182.00	\$ 73,786.00	\$ 76,000.00
5	\$ 63,421.00	\$ 65,920.00	\$ 68,517.00	\$ 71,128.00	\$ 73,722.00	\$ 76,325.00	\$ 78,616.00
6	\$ 65,962.00	\$ 68,463.00	\$ 71,059.00	\$ 73,673.00	\$ 76,267.00	\$ 78,863.00	\$ 81,231.00
7	\$ 68,481.00	\$ 70,994.00	\$ 73,598.00	\$ 76,207.00	\$ 78,811.00	\$ 81,408.00	\$ 83,845.00
8	\$ 71,018.00	\$ 73,536.00	\$ 76,145.00	\$ 78,747.00	\$ 81,352.00	\$ 83,955.00	\$ 86,476.00
9	\$ 71,018.00	\$ 76,089.00	\$ 78,694.00	\$ 81,289.00	\$ 83,898.00	\$ 86,485.00	\$ 89,085.00
10	\$ 71,018.00	\$ 78,630.00	\$ 81,230.00	\$ 84,122.00	\$ 86,437.00	\$ 89,035.00	\$ 91,708.00
11	\$ 71,018.00	\$ 78,630.00	\$ 83,764.00	\$ 86,369.00	\$ 88,965.00	\$ 91,566.00	\$ 94,312.00
12	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 88,906.00	\$ 91,520.00	\$ 94,111.00	\$ 96,938.00
13	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 94,055.00	\$ 96,675.00	\$ 99,577.00
14	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 94,055.00	\$ 96,675.00	\$ 99,577.00
15	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 94,055.00	\$ 96,675.00	\$ 99,577.00
16	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 96,713.00	\$ 99,336.00	\$102,317.00
17	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 96,713.00	\$ 99,336.00	\$102,317.00
18	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 96,713.00	\$ 99,336.00	\$102,317.00
19	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 99,366.00	\$101,994.00	\$105,053.00
20	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 99,366.00	\$101,994.00	\$105,053.00
21	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$ 99,366.00	\$101,994.00	\$105,053.00
22	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$102,037.00	\$104,653.00	\$107,794.00
23	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$102,037.00	\$104,653.00	\$107,794.00
24	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$102,037.00	\$104,653.00	\$107,794.00
25	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$104,693.00	\$107,309.00	\$110,527.00
26	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$104,693.00	\$107,309.00	\$110,527.00
27	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$104,693.00	\$107,309.00	\$110,527.00
28	\$ 71,018.00	\$ 78,630.00	\$ 86,305.00	\$ 91,450.00	\$107,309.00	\$109,995.00	\$113,290.00

Yearly contractual salaries are based on an 8 hour daily assignment for 183 days. (New employee work year is 184 days.)

Assignments other than full time will be paid at the hourly rate.

**CREDENTIAL CLASSIFICATION**

- CL 1: Preliminary or Clear CTE Credential
- CL 2: Bachelor's Degree + 15 units OR 9 years industry experience and Clear CTE Credential
- CL 3: Bachelor's Degree + 30 units OR 10 years industry experience and a Clear CTE Credential
- CL 4: Bachelor's Degree + 45 units OR 11 years industry experience and a Clear CTE Credential
- CL 5: Bachelor's Degree + 60 units OR 12 years industry experience and a Clear CTE Credential
- CL 6: Bachelor's Degree + 75 units OR 13 years industry experience and a Clear CTE Credential
- CL 7: Master's Degree + 90 units OR 14 years industry experience and a Clear CTE Credential

1. Placement on the salary schedule shall be determined by credential classification, approved post baccalaureate units, and by years of fully credentialed teaching experience (minimum 75% of the school year. Ref: EC44908). In lieu of Bachelor's Degree - 1,000 hours of industry experience equals 1 year experience (8 years is equal to a Bachelor's Degree OR 15 semester units equals 1 year experience). Industry experience must be in teaching authorization assigned by SJCOE. There will be no mixing and matching. If using degree and units an educator cannot also use experience. Appropriateness of experience and academic coursework will be determined by the County Superintendent or his designee.
2. Initial class/step placement is based on information provided by the new employee at the New Hire Orientation. Verification of credential classification, applicable experience, and official transcripts must be received by the Human Resources Department within thirty (30) days of employment. **The furnishing of all such records is the responsibility of the employee.**
3. A career increment shall be granted to teachers commencing their 16th, 19th, 22nd, 25th and 28th year who have met the following requirements:
  - A. Have reached Class V, VI, and VII.
  - B. Have completed 15, 18, 21, 24 (and 27 for Class V, VI and VII) years of creditable service requiring certification with the San Joaquin County Office of Education. Creditable service shall include appropriate experience outside the County Office of Education which was granted at the initial placement on the salary schedule.
  - C. Must have completed a Master's Degree to move to Class VII OR have 14 years industry experience and a Clear CTE Credential.
4. An additional \$2,100 shall be granted for Master's Degree. Stipend will be pro-rated for less than full-time employment.
5. An additional \$3,000 shall be granted for Doctoral Degree (Ph.D. or Ed.D.). Stipend will be pro-rated for less than full-time employment. The maximum of one stipend shall be paid per employee and shall be based on the highest degree earned.
6. Employees paid on this Salary Schedule are represented by San Joaquin Educators Association - California Teachers Association (CTA).

Service by a person as an instructor in classes conducted at regional occupations centers or programs, shall not be included in computing the service required as a prerequisite to attainment of or eligibility to, classification as a permanent employee. (Education Code 44910)

Individual ROP courses are temporary in nature and subject to termination if and when enrollment drops to a level that is determined to be a class of insufficient size to justify continuation and/or an evaluation indicates that the anticipated employment demand for trainees in the program does not justify the continuation of the course.

<b>CLASSIFICATIONS</b>
CAREER TECHNICAL INSTRUCTOR
ROP TEACHER
TEACHER