


Santa Clara County  Office of Education

AGREEMENT

Between the

**OFFICE OF THE
SANTA CLARA COUNTY
SUPERINTENDENT OF SCHOOLS**

and the

**PSYCHOLOGISTS AND
SOCIAL WORKERS ASSOCIATION**

July 1, 2022 – June 30, 2025

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ARTICLE 1: RECOGNITION

The Santa Clara County Office of Education, herein referred to as the SCCOE, confirms its recognition of the Psychologists and Social Workers Association of the Santa Clara County Office of Education, hereinafter referred to as Unit, as exclusive representative for that Unit of employees recognized by the Public Employment Relations Board on July 14, 1979, and the Santa Clara County Board of Education on August 1, 1979. Effective July 1, 2002, School Therapists will be added to the Unit.

ARTICLE 2: WORKING YEAR**A. Full Time**

Members of this Unit will be hired for a set work year. The base work year will be 190 days or 205 days if approved by the Program Director or Designee. A Unit member who wishes to work a base contract of 205 days must obtain approval of the Program Director or Designee before July 1. Approval or disapproval of this request will be based on program needs. The base contract year cannot be changed after July 1. For new hires who begin work after July 1, the work year will be 190 days prorated according to the date of hire for the first school year.

B. Non-Contract Days for 205-Day Work Year

The Unit member on a 205-day work year calendar shall submit to the Program Director or Designee in writing their request for non-contract days by June 1 for the period between July 1 and December 31 and by November 15 for the period from January 1 through June 30. The Program Director or Designee shall notify the Unit member by June 15 and December 5 whether the non-contract days requested have been approved. If they are not approved, the Program Director or Designee shall state the reasons in writing.

1. Days Not To Be Taken

The following days may not be taken as non-contract days: the first two (2) weeks of student contact days or the last two (2) weeks of student contact days of the traditional school year, on staff development days, or the all staff in-service day.

2. Five (5) Day Increments

The Unit member may request non-contract days in five (5) day increments (e.g., Mon-Fri or Wed-Tues). The Unit member may request, all ten (10) days consecutively during the extended school year in the summer or at other times provided that the ten (10) days are not adjacent to a major recess period (winter or spring recess). The Unit member may take five (5) non-contract days next to a recess period; however, no more than two (2) psychologists may take non-contract days on the same dates adjacent to a recess period.

3. Seniority

First choice of non-contract days among Unit members shall be offered by rotating seniority if there is a conflict. Seniority means SCCOE-wide seniority. If the request for non-contract days cannot be approved as submitted, the Program Director or Designee will notify the Unit member of the reasons. Upon request, the Program Director or Designee and the Unit member shall meet at a mutually agreeable time to come to agreement on the member's non-contract schedule. If agreement cannot be reached, the Assistant Superintendent-Personnel Services may determine the schedule for that Unit member.

C. Flexible Work Year**1. Part-Time**

One (1) part-time work opportunity of at least 60% will be available to a Unit member each year. The one (1) Unit member in this position shall be entitled to the SCCOE's contribution toward health benefits as if the Unit member were working full-time. If the incumbent in the one (1) part-time position vacates the position, the position will be made available by hire

date seniority. If the SCCOE hires more than one (1) part-time member under Article 2.C.1 (other than the one (1) half-time job opportunity in Article 2.C.2), the SCCOE contribution to the health benefits premiums shall be prorated as follows:

FTE	Percent of Employer's Contribution
1.0 to .76	100%
.75 to .67	90%
.66 to .56	80%
.55 to .50	70%
Less than .50	Not eligible

D. One Half-Time Job Opportunities

Additional part-time opportunities (at least 50%) may be available to qualified Unit members, subject to the approval of the Director-Special Education and the Assistant Superintendent-Personnel Services, based on the ability to meet program needs. The SCCOE contribution to health benefits premiums will be prorated according to the proportion of a full-time assignment the Unit member works.

1. Eligibility

Unit member(s) must petition in writing to their immediate supervisor no later than March 15 of their request to work part-time. Unit member(s) will have served the SCCOE for a minimum of three (3) years and be in good standing.

2. Work Year/Salary/Benefits

A Unit member working part-time for at least 60% under this flexible work year plan will work a minimum of 95 or 100 days per year. They shall be required to attend meetings, conferences, and/or school functions. Salary shall be based on the number of days worked times their per diem rate. The participant(s) shall receive full benefits.

3. Seniority

If there are more applicants for part-time opportunities than can be accommodated under this section, seniority shall be the determining factor; however, once a Unit member has worked part-time under this flexible work year plan for two (2) years, the opportunity will be offered to the next most senior Unit member(s) who has submitted a request. If no other Unit member is interested, the Unit member who has been working part-time under Section 1 may continue to do so.

ARTICLE 3: PROCESS FOR JOB ASSIGNMENTS FOR SCHOOL PSYCHOLOGISTS

A. Proposed List of Assignments

Unit members will submit to the Director-Special Education or designee, no later than April 30, a list of proposed assignments for Unit members for the coming school year. This list will include all proposed transfers or reassignments of the Unit members.

B. Director-Special Education’s Review of Proposed Assignments

The Director-Special Education or designee will review the list of proposed assignments with the Unit members and suggest any needed changes or alterations.

C. Principal’s Review of Proposed Assignments

Upon agreement of the Director-Special Education or designee and the Unit members, the list will be sent to the principals for review.

D. Disagreement Among Principal(s) and Members

If there is disagreement among the principal(s) and the Unit members regarding the proposed assignments:

1. Alternative Suggestions

The principal(s) will make alternative suggestions to the Director-Special Education.

2. Proposed Changes

The Director-Special Education or designee will discuss the principal(s) proposed changes with the Unit members.

3. List Sent to Director-Special Education

If the Unit members agree with the alternative suggestions made by the principal(s), the Director-Special Education may approve the assignments.

4. Disagreements

If the Unit members disagree with the alternative suggestions of the principal(s), both proposals, i.e., Unit members’ and principals’ suggestions, will be sent to the Director-Special Education who will make the final decision.

E. Final Decision

A final decision on job assignments is to be made no later than July 31.

F. Additional Changes

The Director-Special Education may, at a later time, make additional changes in job assignments due to the demands of changing conditions, such as changes in enrollment, site closure, attrition, or other conditions as described under Article 4, Transfer and Reassignment.

ARTICLE 4: TRANSFER AND REASSIGNMENT

A. Transfer (Defined)

Transfer is defined as movement of a member's services from one site to another.

B. Reassignment (Defined)

Reassignment is defined as the addition or deletion of site(s) to the member's current caseload.

C. Proposed Transfer/Reassignment

Any proposed transfer or reassignment of a Unit member shall not be made without discussion between the Unit member and their immediate supervisor regarding the need for such transfer. Recognized necessities for such transfer include and are limited to the following:

1. Enrollment Decrease/Increase

Significant decrease or increase in enrollment or site closure.

2. Unsatisfactory Work

A Unit member has received a formal evaluation of weak or unsatisfactory work in a designated program and may be transferred to another site or program in order to provide them with a reasonable opportunity for improvement. The possibility of such transfer should be discussed with the employee at the time of the evaluation.

3. Request for Transfer/Reassignment

Request for transfer and/or reassignment by a Unit member shall be taken into consideration by their immediate supervisor.

D. Initiated by Administrators

Transfers or reassignments initiated by the administration shall require involvement of Unit member in discussion with their immediate supervisor no later than June 30 of the current year. However, in the event of budgetary constraints and/or decline in enrollment, the June 30 date shall be waived, but under no circumstance will the SCCOE notify the Unit member less than ten (10) working days prior to transfer.

E. Initiated by Unit Member

Request for transfers or reassignments initiated by Unit members during the term of this contract must be in writing to the immediate supervisor no later than March 15. A response from the supervisor must be made within ninety (90) days of receipt of the request.

F. Mid-year Transfer/Reassignment

Mid-year transfer or reassignments (January through June) shall require:

1. Discussion with Supervisor

Involvement of Unit member in an individual discussion with their immediate supervisor no later than ten (10) working days prior to written notification of such change.

2. Written Notification

Written notification to Unit member no later than ten (10) working days prior to implementation of the transfer or reassignment.

G. Unit Member Transfer/Reassignment

A member may be transferred or reassigned at any time if it does not impose an unreasonable hardship upon the Unit member.

H. Unreasonable Hardship

Any Unit member contending that a particular transfer or reassignment would be an unreasonable hardship shall file a written appeal with the Assistant Superintendent-Personnel Services. The Assistant Superintendent-Personnel Services shall arrange a meeting with the Unit member and hear all facts pertaining to alleged hardship. The decision of the Assistant Superintendent-Personnel Services shall be final, in writing and addressed to the principal party. The transfer shall not take place until the Assistant Superintendent-Personnel Services has rendered a decision.

I. Transfer/Reassignment Opportunities

Opportunities for transfer or reassignment, which occur during the year, shall be posted and mailed to Unit members prior to public posting. Unit Members wishing to be transferred or reassigned to position(s) have eight (8) days to respond and shall receive an interview.

J. Vacant Position (Student Services)

When a position has been vacated by a Unit member, current Unit members will be considered for a transfer to that assignment upon request of the Unit member.

K. Reasonable Office Accommodations

Every reasonable effort shall be made to provide Unit members with appropriate office space.

ARTICLE 5: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A “grievance” is any alleged violation of this contract.

2. Grievant

A “grievant” is a Unit member(s) making a claim under the definition of a grievance.

3. Day

A “day” is any day in which the central administrative office is open for business. Time limits for appeal provided at each level shall begin the day following the receipt of official notice. If notice or reply is not given within the time limits outlined, the party may appeal through the grievance procedure or to the next higher level.

4. Decision

A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified at each of the five (5) levels.

B. Process

1. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with their designated supervisor within thirty (30) calendar days after the alleged violation of the contract.

2. Formal Level I (Immediate Supervisor)

If the grievance is not resolved to the satisfaction of the grievant(s) at the informal level, the grievant shall present their grievance in writing to their immediate supervisor within seven (7) working days of the informal conference. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate their decision to the employee in writing within seven (7) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above limits, either party may request a personal conference.

3. Formal Level II (Assistant Superintendent-Personnel Services)

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision within seven (7) working days in writing to the Assistant Superintendent-Educational Services.

The statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason for the appeal.

With the consent of the grievant, representative(s) of the grievant's choice may attend and state their views in any meeting with the Assistant Superintendent-Educational Services or designee and the aggrieved person, relating to the grievance filed.

The Assistant Superintendent-Educational Services or designee shall communicate their decisions within ten (10) working days after receiving the appeal. At the request of the grievant or Assistant Superintendent-Educational Services or designee, a personal conference shall take place within the above time limits. If the Assistant Superintendent-Educational Services or designee does not respond within the time limits, the grievant may appeal to the next level.

If agreed upon in writing by both the grievant and the Assistant Superintendent-Educational Services or designee, the time limits may be shortened or extended.

4. Formal Level III (Assistant Superintendent-Personnel Services)

The grievant may appeal the decision from Level II to the Assistant Superintendent-Personnel Services, in writing, ten (10) working days after receipt of the decision at Level II.

The statement shall include a copy of the original grievance, all decisions rendered, if any, and a clear, concise statement of the reason(s) for the appeal.

With the consent of the grievant, representative(s) of the grievant's choice may attend to state their views in any meeting with the Assistant Superintendent-Personnel Services or designee, and the aggrieved person, relating to the grievance filed.

The Assistant Superintendent-Personnel Services or designee shall communicate their decision within ten (10) working days after receiving the appeal. At the request of the grievant or Assistant Superintendent-Personnel Services or designee, a personal conference shall take place within the above time limits. If the Assistant Superintendent-Personnel Services or designee does not respond within the time limits, the grievant may appeal to the next level.

If agreed upon in writing by both the grievant and the Assistant Superintendent-Personnel Services or designee, the time limits may be shortened or extended.

5. Formal Level IV (Superintendent)

The grievant may appeal the decision from Level III to the Superintendent or designee in writing within ten (10) working days after receipt of the appeal.

Upon receipt of the appeal, the Assistant Superintendent-Personnel Services shall furnish, within ten (10) working days, a full report to the Superintendent or designee and the grievant. This report shall include the statement of grievance and other pertinent materials.

The grievant and any other party to the grievance may be present at the time the Superintendent or designee considers the appeal and may consider the statements of, and may question the parties to, the grievance.

The decision of the Superintendent or designee shall be communicated in writing to the grievant with copies to the Assistant Superintendent-Personnel Services and the supervisor of the grievant. The decision of the Superintendent or designee shall be final.

ARTICLE 6: TUITION REIMBURSEMENT/CONTINUING EDUCATION

A. Tuition Reimbursement Program

Permanent Unit members shall be eligible to apply for tuition reimbursement. Eligible workers are entitled to participate in the program provided:

1. The Unit member is not receiving reimbursement from any other government agency or private source (this applies to reimbursement only).
2. The training undertaken is directly related to the Unit member's job duties or occupational area.
3. The application was filed with the SCCOE and approved prior to the commencement of the course. Substitute courses may be approved when approved courses are found to be unavailable.
4. There are sufficient funds available in the program and Unit member's allocation.

B. Reimbursement

Total reimbursement for each Unit member participating in the program will not exceed \$750.00 per fiscal year. The SCCOE will allocate a total of \$3,000.00 annually for the tuition reimbursement program. Within the above limits, Unit members shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made and upon presentation of proof of prior approval and successful completion of the course(s).

C. Deduction Authorization

The Unit member shall sign a note which states that upon receipt of reimbursement, they authorize deduction of 50% of the amount of reimbursement if they leave the employment of the SCCOE within one (1) year after satisfactorily completing the course.

D. Professional, State, or National Conference

The SCCOE will support continuing education and professional development by allowing all unit members to attend one or more professional, state, or national conferences with all expenses covered by the SCCOE, including conference fees, and travel expenses per fiscal year upon approval by their immediate supervisor, based on funding, staffing coverage, and other programmatic needs.

ARTICLE 7: EVALUATION/SUPERVISION**A. Definitions**

The term, “supervisor,” when used in this Agreement, is defined as follows:

Educational Services Division

Special Education	Director-Special Education Assistant Director-Special Education Principal-Special Education
Alternative Education	Director/Principal-Alternative Education Assistant Principal-Alternative Education
Early Start	Director-Early Start
Migrant Education	Director-Migrant Education
Opportunity Youth Academy (OYA)	Director/Principal-OYA Assistant Principal-OYA

B. Unit Member Evaluations

Each member of the Unit shall be supervised and evaluated regarding their performance of the duties assigned to the position they hold.

C. Process for Evaluation**1. Priority Performance Objectives**

Prior to September 30, the Unit member and their immediate supervisor shall meet to review priority performance objectives selected by the Unit member. These objectives shall number at least two (2) and shall be mutually agreed upon by both the Unit member and their immediate supervisor.

2. Interim Conference

Any interim conference between the Unit member and immediate supervisor shall occur during the month of March.

3. Review of Performance Objectives

By June 30, the Unit member and their immediate supervisor shall meet and review these performance objectives. Documentation in the form of signatures of the Unit member and their immediate supervisor must be registered on the performance objectives form currently being used by the SCCOE.

4. Evaluation Documents

A copy of all evaluative documents shall be given to the Unit member and a copy shall be placed in their personnel file by June 30.

D. Disagreement

In case of disagreement between a Unit member and their direct supervisor, a meeting shall be held between the Unit member, their direct supervisor, and the Assistant Superintendent-Educational Services or designee at either the request of the Unit member or of the direct supervisor. Such a meeting shall be held when any documented evaluation of a Unit member's performance (other than the performance plan) is intended to be placed into the Unit member's personnel file. The decision of the Assistant Superintendent-Educational Services shall be final.

E. Evaluation Instrument

The Psychologist Evaluation Procedures and Guidelines instrument developed in 1990 will be the official psychologist evaluation instrument. It shall be reviewed and updated, as necessary, annually.

F. Revised Evaluation Instrument

The parties agree to establish an ad-hoc committee for the purpose of developing a revised evaluation instrument. The committee shall consist of two (2) special education principals and two (2) Unit members. The Assistant Superintendent-Personnel Services or designee shall convene and chair the committee. The revised evaluation instrument shall be established on or before July 1, 2014.

ARTICLE 8: STAFF MEETINGS

Unit members shall be allowed one (1) afternoon per month for staff meetings and one (1) afternoon per month for professional meetings.

ARTICLE 9: SALARY

A. Salary Increase

Effective July 1, 2022, a salary increase of 10% shall be applied to the salary schedule (Appendix A). Additionally, Appendix A will be adjusted with existing step 8 eliminated

Effective July 1, 2023, a salary increase of 5% shall be applied to the salary schedule.

Effective July 1, 2024, a salary increase of 2% shall be applied to the salary schedule.

If the State alters the basic funding mechanism for public education, the parties agree to reopen and renegotiate the salary agreement for that school year.

Both parties agree that the parties would reopen bargaining for salaries if the Cost-of-Living Adjustment (COLA) derived from the enacted State Budget Act is equal to or above 6% for the 2023/2024 school year and/or equal to or above 4% for the 2024/2025 school year.

B. Initial Placement

Initial placement on the salary schedule shall be based on prior public school experience or other experience in a private school, institution, or private practice that is deemed relevant. The following criterion shall be used to determine the initial placement of all Unit members:

1. Prior Experience

Effective December 1, 2000, prior public school experience as a psychologist shall be granted year for year. The parties agree that the SCCOE may place a new hire on the salary schedule based on previous years of experience in public education or other experience in a private school, institution, or private practice that is deemed relevant by the Assistant Superintendent-Personnel Services. Documentation of prior experience must be made by the end of a ninety (90) day period. If documentation is impossible within that time, through no fault of the Unit member, a written request for an extension may be filed with the Assistant Superintendent-Personnel Services.

C. Longevity

For Unit members hired or rehired on or after September 1, 2002, years of service for purposes of longevity stipends means service with the Santa Clara County Office of Education and shall be as follows:

Effective July 1, 2022, longevity increments shall be:

- \$2,000 per year beginning with the fifth (5th) year of service.
- \$2,500 per year beginning with the tenth (10th) year of service.
- \$3,500 per year beginning with the fifteenth (15th) year of service.
- \$4,000 per year beginning with the twentieth (20th) year of service.

D. Lead Psychologist and Therapist Stipend

For the 2016-2017 fiscal year, the Lead Psychologist will be \$3,000. If more than one (1) Unit worker shares the lead duties, the stipend shall be split accordingly. See Appendix for lead duties.

1. Lead Therapist

Effective July 1, 2017, a Lead Therapist stipend will be established in the amount of \$1,000. See Appendix for Lead Duties.

2. Clinical Supervision Stipend

During the 2019-2022 school years, the Santa Clara County Office of Education will pay a stipend of \$2,500.00 per unlicensed therapist or psychologist to a licensed therapist or psychologist for providing clinical supervision in line with the professional standards of practice delineated by the appropriate licensing or credentialing institution or entity over and above the therapist's normal caseload. If two unit members share clinical supervision of an intern, unit members shall split the stipend accordingly. The number of supervised interns shall not exceed two per licensed or credentialed supervisor. Assignments for clinical supervision are subject to the approval of the Director-Special Education.

The Lead Psychologist and Lead Therapist will confer with unit members to see who would be interested in providing supervision (as specified by the given license/credential). Once a list is developed, the Lead(s) will meet with the Director and/or Assistant Director to determine which unit member will provide the supervision.

E. Advanced Degrees/National Certification

1. National Certification

Beginning July 1, 2019, unit members that possess the National Association of School Psychologists (NASP) certification shall receive \$3,000.00 per year.

2. Doctorate Degree

Unit members shall receive \$3,000.00 per year for a Doctorate degree related to their assignments. Unit members with national certification and a Doctorate will receive the maximum stipend of \$3,000.

3. Master's Degree

Unit members shall receive \$2,000.00 per year for a Master's degree related to their assignments.

The Unit member shall submit verification of national certification and/or Doctorate degree to the Assistant Superintendent-Personnel Services, to request the stipend. If verification is received within ninety (90) calendar days of the date of the award of the degree/certification, the stipend will be calculated retroactively from the first month following the month in which the degree/certification was awarded. If verification is received after ninety (90) days, the stipend will be calculated from the first of the month following the date of submission of the verification.

Payment for stipend will be issued with a regular check. Amount will be determined by dividing the Unit member's salary by the number of months worked.

F. Extra Coverage

1. The Santa Clara County Office of Education will pay a rate of \$125.00 an hour to the school psychologists who are requested by administration to complete an assessment outside of their regular work hours. School psychologists asked to complete assessments will be based upon a seniority list, with current assignments taken into consideration, managed by the Lead School Psychologist and administrator overseeing the bargaining unit. The administrator will move down the list based upon seniority when offering assessments. Once a psychologist accepts or declines, the administrator will move to the next most senior psychologist. In this way, the offer of assessments will be rotated among all psychologists, continuing to cycle through the list.
2. For psychologist or therapist who is asked to act as the substitute teacher in a classroom when no credentialed staff is available to be the substitute, the psychologist/therapist shall be compensated at a rate of \$240.00 per full day or \$120.00 for half day assignment. Determination for a psychologist or therapist covering a classroom as a substitute teacher for the day, will be approved by the Director-Special Education or designee.
3. For therapists that are unable to complete their regular job duties during their work day as a result of taking on additional duties assigned by SCCOE administration, the therapist may request a meeting with the Assistant Director-Special Education or designee to evaluate the therapist's schedule. Additional compensation for work outside of the contracted day at a rate of \$125.00 an hour must be pre-approved by the Assistant Director-Special Education or designee.
4. Psychologists and Therapists retain the option to reject extra coverage opportunities, without consequence.

ARTICLE 10: MILEAGE/TRAVEL

Unit members who are required to drive their own vehicles in the performance of their duties and/or SCCOE-related business shall be reimbursed for all such travel. Specific mileage allowances for the use of motorized transportation for a calendar-month period shall be reimbursed in accordance with Board Policies for such expenses. At the beginning of the full month after ratification of the successor agreement, all full time unit members will track and submit actual monthly miles and both parties agree to reopen this article after one quarter of data collection to assess for implementation towards a monthly stipend.

ARTICLE 11: FRINGE BENEFITS

A. Health and Welfare Benefits

The SCCOE will continue health and welfare benefits as follows:

B. Medical Insurance

1. Medical insurance for Unit members and dependents or registered domestic partners.
2. Dental insurance for Unit members, dependents, or registered domestic partners.
3. Vision care for Unit members and dependents or registered domestic partners.
4. Group life insurance for the Unit member.
5. Income Protection insurance for the Unit member.

C. Health Care Cost Containment Committee

Participation by the Association on a Health Care Cost Containment Committee with the SCCOE and other bargaining units for the purpose of studying and implementing cost containment measures that meet the varying needs of employees. The SCCOE proposes that the Association appoint two representatives to this committee.

D. Health and Welfare Benefits

Beginning October 1, 2022, the SCCOE contribution toward health insurance premiums shall not exceed \$19,056 per year (\$1,588 per month). Unit members shall contribute any amount in excess of the SCCOE's contribution limit (cap) for medical premiums.

Beginning October 1, 2023, the SCCOE contribution toward health insurance premiums shall not exceed \$19,440 per year (\$1,620 per month). Unit members shall contribute any amount in excess of the SCCOE's contribution limit (cap) for medical premiums.

Beginning October 1, 2024, the SCCOE contribution toward health insurance premiums shall not exceed \$19,824 per year (\$1,652 per month). Unit members shall contribute any amount in excess of the SCCOE's contribution limit (cap) for medical premiums.

If the year over year increase in medical benefit costs for the Kaiser HMO plan is above 6.0% for the 2023 and 2024 benefit years, the parties have the ability to reopen bargaining for medical benefits for that respective benefit year.

The SCCOE will give the Health Care Cost Containment Committee (HCCCC) as much advance notice as possible prior to any rate increase.

E. Hold Harmless

The SCCOE will cover Psychologists and Social Workers under its Errors and Omissions coverage through the Santa Clara County School Insurance Group Joint Powers Agreement.

F. Retiree Benefits Program

Unit members who intend to retire prior to the beginning of the next school year are encouraged to notify the SCCOE of their intent to retire, in writing, no later than February 1. Any bargaining Unit member who makes such a written declaration is ensured that the SCCOE will continue its contribution to medical, dental, and vision coverage for the Unit member and their spouse/registered domestic partner/dependents (based on who is currently insured according to SCCOE records) for the months of July and August. Upon processing retirement documents for these declared retirees, the SCCOE agrees to pay each a retirement stipend equal to that paid to that year's retiring teachers no later than thirty (30) days following the effective date of retirement. If no stipend was paid in that year to retiring teachers, Unit members who provide written notice of intent to retire by February 1 shall be paid a retirement stipend of \$2,000 no later than thirty (30) days following the effective date of retirement.

At or after age 55, a Unit member with ten (10) years of continuous service with the SCCOE will be eligible for 50% full medical coverage. After fifteen (15) years of continuous service with the SCCOE, the Unit member will be eligible for 75% full medical coverage. After twenty (20) years of continuous service with the SCCOE, the Unit member will be eligible for 100% full medical coverage. This coverage will continue until the retiree reaches age 65.

A Unit member with less than ten (10) years of service with the SCCOE shall, upon retirement, be eligible to pay all costs of medical insurance for dependents and self. Premiums shall be at the same rates charged to the SCCOE, with such premiums remitted with the SCCOE's regular payment to the medical insurance carrier. This section will be effective as long as these incorporation rights are allowed by the insurance carriers with no increase in rates because of this incorporation.

G. Unit Members' Personal Property

The SCCOE shall reimburse Unit members a maximum of \$150 for damage to personal property which is required in the course of employment.

With prior written authorization from the principal or designee, reimbursement in the case of theft or damage to equipment (for example, tape player, radio, calculator, phonograph, books, etc.), required for education purposes shall be a maximum of \$250 with a \$10 deductible from the current replacement costs at the time of loss. A police report for any theft must be made to entitle the Unit member to reimbursement. For thefts occurring at Juvenile Hall or the Alternative Education Ranches, an incident report signed by a peace officer may be substituted for a police report.

ARTICLE 12: LEAVES

A. Paid Leaves of Absence

1. Sick Leave

- a. Full-time Unit members shall be entitled to one (1) day leave per school month worked with full pay each school year for reasons of personal illness or injury. Unit members may also use accrued sick leave for the purpose of caring for an ill child, spouse, registered domestic partner, or parent.

Unit members working a 190-day contract shall be entitled to ten (10) days leave with full pay each school year. Unit members working a 205-day contract shall be entitled to eleven (11) days leave with full pay each school year.

Unit members who work less than full-time shall be entitled to that portion of leave as the number of days per week of scheduled duty relates to the number of days for a full-time employee in a comparable position.

- b. If a Unit member does not utilize their days of sick leave as authorized in the paragraph above in any school year, the amount not utilized shall be accumulated from year to year.
- c. Upon request of the supervisor, a Unit member shall be required to present a medical doctor's certificate verifying personal illness or injury or a medical authorization to return to work after three (3) consecutive days.
- d. A Unit member shall contact their immediate supervisor or their designee as soon as the need to be absent is known.
- e. Extended Sick Leave: After all accrued sick leave and/or industrial accident and illness has been exhausted, the Unit member shall have the right to take differential leave for up to five (5) school months or one hundred (100) work days. The amount deducted for differential leave from the Unit member's salary shall be the amount actually paid to a substitute employed to fill the position during the leave, and the Unit member is still incapacitated due to the same illness or injury, the Unit member may use the balance of the one hundred (100) days in the subsequent school year, but the Unit member will not receive a new one hundred (100) days. If the Unit member returns and then suffers a different illness or injury, the Unit member shall be entitled to a new five (5) months or one hundred (100) days of differential leave. If a Unit member exhausts the one hundred (100) days of differential leave, a probationary Unit member will be placed on a twenty-four (24) month reemployment list and a permanent Unit member will be placed on a thirty-nine (39) month reemployment list. An individual on a reemployment list who receives medical clearance to return to work shall be placed in a position for which he/she is credentialed and qualified.

2. Bereavement Leave

- a. In the event of the death of a member of the immediate family, a Unit member may use up to three (3) workdays for bereavement leave at full pay, or five (5) days if out-of-state or more than 150 miles one way of travel is required. The Unit member may use up to five (5) workdays for bereavement leave at full pay in the event of the death of the Unit member's spouse, child, or parent.
- b. "Immediate family" for the purpose of bereavement leave, shall be defined as mother, father, parents-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse or registered domestic partner of the employee or the spouse, registered domestic partner's son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent or step-child of the employee, or any relative living in the immediate household of the Unit member.

3. Judicial Leave

Unit members shall be provided leave of absence for regularly called jury duty and to appear as a subpoenaed witness provided that the subpoenaed witness turns over any fee to the SCCOE. Requests for leave of absence to serve as a witness shall be made by presenting a copy of the official court summons to their immediate supervisor. In the event that a unit member is placed on compulsory leave, the provision outlined in Education Code Section 44940 will be followed.

- If a court proceeding is brought against a unit member in which it is alleged that they committed an assault in connection with their employment, the unit member may request the Office to furnish legal counsel for defense in such proceeding. If the Office, after the request is made, does not provide such counsel and the unit member prevails in the proceedings, the Office shall reimburse the unit member for counsel fees incurred in their defense, provided that:
 - a) The assault was not malicious.
 - b) The action was not a proceeding between the Office and the unit member.
- The unit member shall submit a written request for judicial leave as soon as possible after the need is known but no later than twenty-four (24) hours prior to the beginning of the judicial leave.

4. Medical and Dental Appointments

- a. Unit members shall be entitled to take two (2) hours per month of time off from work for medical, dental, or health appointments without loss of pay.
- b. If a series of appointments is required, the arrangements for absence shall be made in advance with the program manager and may be deducted from accumulated sick leave on an accumulated hourly basis.

5. Leave for Pregnancy Disability

- a. Any unit member who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.
- b. For purposes of this Section, a unit member is disabled when, in the opinion of the unit member's healthcare provider, they cannot work at all or are unable to perform any one or more of the essential functions of the unit member's job or to perform them without undue risk to themselves, the completion of their pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if a unit member needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).
- c. Reasonable Accommodation for Pregnancy-Related Disabilities
 - i. Any unit member who is impacted by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. A unit member is impacted by pregnancy if they are pregnant or have a related medical condition, and because of pregnancy, the unit member's health care provider has certified that it is medically advisable for them to temporarily transfer or to receive some other accommodation.
 - ii. The County Office will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to a unit member impacted by pregnancy if: they request a transfer or other accommodation; the request is based upon the certification of their health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.
 - iii. As part of this accommodation process, no additional position will be created and the County Office will not discharge another unit member, transfer another unit member with more seniority, or promote or transfer any unit member who is not qualified to perform the new job.
 - iv. Unit members should consult with their HR Benefits Specialist about their accommodation options and their return-to-work plan.

d. Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer, or other reasonable accommodation, a unit member must:

- i. Provide 30 days' advance notice before the leave of absence, transfer, or reasonable accommodation is to begin, if the need is foreseeable;
- ii. Provide as much notice as is practicable before the leave, transfer, or reasonable accommodation when 30 days' notice is not foreseeable; and

- iii. Provide a signed medical certification from the unit member's health care provider that states that the unit member is disabled due to pregnancy or that it is medically advisable for the unit member to be temporarily transferred or to receive some other requested accommodation.

The County Office may require a unit member provide a new certification if they request an extension of time for the leave, transfer, or other requested accommodation.

e. Duration

- i. The County Office will provide a unit member with a Pregnancy Disability Leave of Absence for the duration of their pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by their health care provider.

f. Reinstatement

- i. If the unit member and the County Office have agreed upon a definite date of return from their leave of absence or transfer, they will be reinstated on that date if they notify the County Office that they are able to return on that date based upon the determination of the unit member's health care provider. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, they will be returned to work within two (2) business days, where feasible, after they notify the County Office of their readiness to return.
- ii. Before a unit member will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide the Associate Superintendent, Personnel Services with a certification from their health care provider that they can perform safely all of the essential duties of their position, with or without reasonable accommodation. If they do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. Any time a unit member is not allowed to work due to not having provided the required release will be unpaid except to the extent that the unit member submits the required certification and that certification identifies the unit member as still qualifying for leave under this Section.
- iii. A unit member will be returned to the same or a comparable position upon the conclusion of their leave of absence or transfer. If the same position is not available on the unit member's scheduled return date, the County Office will provide them a comparable position on their scheduled return date. However, the unit member will not be entitled to any greater right to reinstatement than if they had not taken the leave. For example, if a unit member would have been laid off had they not gone on leave, or if the unit member's position has been eliminated during the leave, then the unit member will not be entitled to reinstatement.
- iv. Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless a unit member is taking additional leave provided by law or County Office policy or the County Office has otherwise approved the unit member to take additional time off.

g. Integration with Other Benefits

Unit members who are taking a leave of absence under Pregnancy Disability Leave (PDL) or who require accommodations to work a reduced work schedule or to take time off from work intermittently will first use their accrued sick leave to remain in paid status. If a unit member exhausts their accrued sick leave and remains on a leave or working intermittently/a reduced work schedule, they will use their 5 month or 100 days of differential leave under Article 12.A.1.e. Use of such sick leave and differential leave will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence, and a unit member will not receive pay for official holidays that are observed during their leave of absence except during those periods when the unit member is substituting sick leave for unpaid leave.

h. Benefits

- i. The County Office will maintain a unit member's health insurance benefits during a unit member's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If a unit member takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the County Office will continue the unit member's health insurance benefits for up to a maximum of 12 work weeks in a 12-month period.

EXAMPLE: A unit member takes 17.33 workweeks off due to a pregnancy disability. Assuming the unit member is eligible for FMLA and CFRA leave, their Pregnancy Disability Leave will also be concurrently covered by FMLA and their group health insurance coverage would continue for the entire 17.33 workweek period. If, after the unit member's pregnancy disability leave and FMLA Leave, has been completed, they wish to take 12 additional weeks off from work to bond with a new baby under CFRA, the County Office will continue their health insurance benefits for the 12 workweek period.

- ii. In some instances, the County Office may recover premiums it paid to maintain health insurance benefits if a unit member fails to return to work following their pregnancy disability leave for reasons other than taking additional leave afforded by law or County Office policy or not returning due to circumstances beyond their control.

6. Personal Necessity Leave

- a. Any days of leave of absence for illness or injury allowed pursuant to Education Code §44978 may be used by the Unit member in cases of personal necessity.
- b. The Unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

- Death or serious illness of a member of their immediate family.
 - Accident involving their person or property or the person or property of a member of their immediate family.
- c. Leave for any other reason must be requested in writing and approved in advance by the department head/designee.

Days used as personal necessity will be charged against accumulated sick leave. No earned leave in excess of seven (7) days may be used in any fiscal year.

B. Partially Paid and Unpaid Leaves of Absence

1. Parental Leave

- a. Leaves may be granted to a Unit member for preparation for childbearing and for child rearing.
- b. The Unit member shall request such leave as soon as practical, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the Unit member wishes to begin and end the leave without pay.
- c. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the scheduling and replacement problems of the SCCOE.
- d. The duration of such leave shall consist of no more than twelve (12) consecutive months, including up to twelve (12) weeks of Family Care Leave taken for the purpose of caring for a new baby or newly adopted baby or child. An extension of leave may be granted for an additional twelve (12) months, i.e., such leave may not extend past the child/ren's second birthday. However, the extension must be requested ninety (90) days before the expiration of the first leave.
- e. The Unit member shall be entitled to use available Family Care Leave for up to twelve (12) workweeks under the provisions set forth in Article 12.B.5. If the Unit member is using such leave for the purpose of caring for a new baby or newly adopted baby or child, the Unit member may use accrued sick leave. If all accrued sick leave has been exhausted, the Unit member shall have the right to take differential leave during the 12 weeks of parental leave. The amount deducted for differential leave from the Unit member's salary shall be the amount actually paid a substitute employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute. In no event, however, will the unit member receive less than 50% of their salary. An extension of the paid parental leave may be granted as leave without pay for the balance of twelve (12) consecutive months.
- f. There shall not be a diminution of employment status for child bearing or child rearing, except that time spent on leave without pay shall not be credited toward movement on the salary schedule.

- g. If both parents are employees, one twelve (12) workweek paid Family Care Leave is available per parent.
- h. In the event of a miscarriage or death of a child subsequent to childbirth, while a Unit member is on parental leave, the Unit member may request an immediate assignment to a Unit position. If there is a vacancy for which the Unit member is qualified, the SCCOE will assign the Unit member to a position as soon as practicable.

2. Health Leave

- a. Prior to being placed on a reemployment list; a Unit member who has exhausted their sick leave and the 100 days of extended sick leave may request an unpaid leave for health (illness, accident, or quarantine) reasons when the Unit member is unable to perform duties. If the request is granted, such leave shall be for the duration of the school year and may be extended by mutual agreement.
- b. A statement by the Unit member's physician to the effect that the Unit member is physically able to return shall be furnished. The Unit member shall notify the employer of their intended return date not less than two (2) weeks in advance.
- c. Upon return from such leave, the Unit member shall be entitled to return to the same classification occupied when leave was taken.
- d. The time during which the leave of absence is taken shall only be considered as employment as is necessary to comply with Education Code § 44908 and § 44909.

3. Study Leave

- a. Unit members of the SCCOE may be granted a leave of absence without pay for educational improvement, provided they have served on the staff for at least three (3) years.
- b. Such leave shall be approved for a period of not more than one (1) academic year.
- c. The Unit member shall submit an application for such leave in writing, outlining the details of a plan for utilizing the time on leave and indicating how this would benefit the SCCOE and the Unit member if the petition for leave were granted.
- d. The Unit member shall be entitled to return to the same classification occupied when the leave was taken.

4. Sabbatical Leave

- a. The SCCOE may grant a sabbatical leave to a permanent Unit member who has rendered at least seven (7) full-time, consecutive years of satisfactory service immediately preceding the sabbatical leave.
- b. The grant shall be on the condition that the Unit member agrees in writing to render a period of service to the SCCOE following return from the leave that equals twice the period of the leave.
- c. The leave of absence may be taken as a continuous leave, not to exceed one (1) year, or it may be one, six-month period.
- d. A permanent Unit member may be granted one (1) sabbatical leave in each seven (7) year period.
- e. Compensation shall be paid to the Unit member while on leave in the same manner as if the Unit member were teaching in the SCCOE at half pay, provided the Unit member furnishes a suitable bond indemnifying the governing board of the SCCOE against loss in the event Unit member fails to render the agreed-upon period of service in the employ of the SCCOE following the return of the Unit member from the leave.
- f. Should the Unit member not serve for the entire period of service agreed upon, compensation paid for the leave shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time not served bears to the total amount of time upon which agreement was reached.
- g. Sabbatical leaves may be granted to one (1) Unit member each year, and the Unit member will be compensated at one-half of their annual salary. All fringe benefits will remain in full force and effect.
- h. The leave proposal must be submitted to Human Resources by June 1 for the fall semester and by November 1 for the spring semester. Human Resources will forward the proposal after qualifying the Unit members to the Educational Services Division, which will approve or disapprove the proposal based on whether the proposal meets program needs.
- i. Upon return from sabbatical leave, the Unit member must file a report with the Human Resources Division, within sixty (60) days of return to duty.
- j. Sabbatical leaves shall not be granted within the last four (4) years prior to retirement.

5. Family and Medical Leave Act (FMLA) Care Leave

The County Office shall comply with the Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”).

- a. **Eligibility:** Employees who have completed one year (twelve months) of service for the County Office, and at least 1,250 hours of service during the previous one year (twelve months) period, have the right to an unpaid leave of absence under the FMLA and the CFRA. Full-time employees are presumed to have met the 1,250-hour requirement.
- b. **Reasons For and Length of Leave:** Employees may take leave for the following purposes for up to 12 workweeks within a rolling 12-month period, measured backwards from the date the employee first uses the leave:
 - i. the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child;
 - ii. to care for an immediate family member (spouse, child, parent and for CFRA Leave: registered domestic partner, parent-in-law, child of a registered domestic partner, grandparent, grandchild, or sibling) with a serious health condition) (“Family Care Leave”);
 - iii. an employee’s inability to work because of a serious health condition;
 - iv. a “qualifying exigency,” as defined under the FMLA and/or CFRA, arising from a spouse’s, child’s, or parent’s “covered active duty” or call to the same as a member of the military reserves, National Guard, or Armed Forces. In addition, employees may take up to 26 workweeks in a single 12-month period to care for a spouse, child, parent, or next of kin (nearest blood relative) who is a “Covered Servicemember.”
- c. **Definitions:**
 - i. “Family members” for purposes of the CFRA shall include registered domestic partners.
 - ii. “Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. For CFRA only, a parent-in-law is also a parent.
 - iii. “Child” means a biological, adopted, or foster child, stepchild, a legal ward, or a child of an employee standing in loco parentis to that child and, for FMLA only, who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
 - iv. “Covered Servicemember” is defined as (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active

military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

d. Notice and Certification:

i. Notice:

a. Foreseeable: If the need for a leave becomes known more than 30 days prior to the date a leave is to begin, the employee must provide at least 30 days written advance notice to the Human Resources Department. If the need for leave is foreseeable and 30 days’ notice is not possible, then the employee needs to provide as much advance written notice to the Human Resources Department as is possible and practical (generally, the day the employee finds out about the need for the leave or the next business day).

b. Not foreseeable: If the need for leave is not foreseeable, then the employee needs to provide written notice to the Human Resources Department following the County Office’s normal absence reporting process, unless there are extenuating circumstances, in which case written notice must be provided as soon as possible and practical. For employees seeking to take “exigency leave,” those employees need to provide the County Office with as much notice of the need for leave as is reasonable and practical under the circumstances.

ii. Certification: Employees will be required to provide applicable fully completed certification and documentation as requested by the County Office to support the request to take leave under this Section.

e. Intermittent Leave: Leave for reasons other than baby bonding may be taken non-consecutively/intermittently. Intermittent leave can be taken in blocks of time, or by reducing the employee’s normal weekly or daily work schedule. Leave for baby bonding purposes may be taken non-consecutively. To determine the duration of bonding leave, please contact Human Resources.

f. Bonding Leave: Unit members may elect to utilize up to 12-weeks of child bonding leave occasioned by the birth of the employee’s child, or the placement of a child with the employee in connection with the employee’s adoption or foster care of the child. For birthing parents, the 12-week child bonding leave may commence at the conclusion of any pregnancy disability leave on a date designated by the unit member and must be completed within one year of the birth, adoption, or foster care placement of a child. For non-birthing parents, the 12-week child bonding leave shall be completed within the one year following the birth, adoption, or foster care placement of a child. If both spouses/registered domestic partners work for the County Office, they will be able to

each take 12 workweeks off for bonding leave. Please see Article 12.B.1 regarding an employee's ability to remain in paid status while on bonding leave.

- g. **Paid Status:** If an employee is on leave for their own serious health condition, the employee will be required to use all accrued sick leave and extended sick leave during any unpaid portion of the FMLA/CRFA leave to the extent allowed by applicable law. When sick leave and/or extended sick leave is exhausted, the balance of the leave is unpaid. Employees may use accumulated sick leave in conjunction and concurrently with leave under this Section to care for a family member, subject to all certification and related requirements of the FMLA and CFRA.
- h. **Benefits:** The County Office will continue making contributions for an employee's medical, dental, and vision benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee wants their benefits coverage to continue during the leave, the employee must also continue to make any premium payments that they are responsible for making. Unless an employee is taking leave to care for a Covered Servicemember which provides 26 workweeks of continued benefits, employees will generally be provided with medical, dental, and vision benefits for a 12-workweek period. Information on these leaves may be obtained from Human Resources.
- i. **Reinstatement:** Employees will be reinstated in accordance with the law. Prior to being allowed to return to work, an employee wishing to return from a leave for their own serious health condition must submit a document from a health care provider that certifies the employee is able to return to work with or without restrictions. For an employee on intermittent leave, such a release may be required once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.
- j. **Concurrent Running:** When a unit member uses FMLA Leave for their own illness or disability it will run at the same time as leaves taken pursuant to Articles 12.A.1 (Sick Leave), 12.A.5 (Pregnancy Disability Leave for FMLA only), 12.B.1 (Parental Leave), and 12.B.2 (Health Leave).

6. General Leave

When no other leave is available, a leave of absence may be granted to a Unit member on a paid or unpaid basis at any time, upon any terms acceptable to the SCCOE and the Unit member.

ARTICLE 13: LAYOFF PROCEDURES

If the SCCOE determines that it is necessary to reduce or eliminate psychologists' positions in a reduction in force, the SCCOE agrees that the layoff shall be implemented in reverse order of seniority as a psychologist, with the least senior employee in the position of psychologist being laid off first, unless there are specific license requirements which no Unit member with greater seniority can meet. If two (2) or more psychologists have equal seniority as a psychologist, the SCCOE will use seniority as a certificated employee with the SCCOE as a tiebreaker. If the tie cannot be broken by SCCOE seniority, the matter will be determined by program needs of the SCCOE. The Association understands that psychologists serve pursuant to contract with the County Superintendent of Schools (Education Code § 1293) and that tenure rights accorded to "classroom teachers" under Education Code § 1296 are not applicable. A "contract employee" is a certificated employee of the County Superintendent of Schools who has not been designated as a "classroom teacher."

ARTICLE 14: NEGOTIATIONS

A. Negotiation Meetings

On or before December 31, 2024, the SCCOE and the Association shall provide initial proposals for a new contract. Upon mutual agreement, this date may be delayed, as necessary. The current contract shall remain in force until such time as negotiations for the new contract are concluded.

B. Utilization of Outside Resource People

Either party may utilize the services of outside resource people to deliver input to negotiators.

C. Mutually Agreeable Times and Places

Negotiations shall take place at mutually agreeable times and places.

D. Representative Selection

The Association shall designate no more than three (3) representatives for purposes of meeting and negotiating. Unit members who are selected as negotiators for the Unit shall be granted release time to perform negotiations duties.

E. Representative Responsibility

The representatives shall have conferred upon them the necessary power and authority to make proposals and counterproposals during the negotiations process and to reach agreement, subject to ratification by the Unit as a whole.

F. Revision of Contract

If conditions arise which make a portion(s) of the contract impossible to enforce, such as administrative reorganization deleting the position designated as direct supervisor of Unit members, the SCCOE and negotiators shall meet to revise the contract.

G. Appointment of Chief Spokesperson

A Chief Spokesperson shall be appointed by each party. They will be the principal spokesperson for their respective teams both in and out of formal negotiation sessions.

H. Caucus

The Chief Spokesperson of either party may call a caucus at any time. Some indication of time needed should be given, if known.

I. Tentative Agreements

All tentative agreements reached between the parties during the course of negotiations shall be signed by the Chief Spokesperson and are subject to and not final until ratified by the Psychologists and Social Workers Association and the Superintendent of the Santa Clara County Office of Education.

ARTICLE 15: CONCLUSIVENESS OF AGREEMENT

Once the Agreement is signed and ratified by both parties, the SCCOE and the Psychologists and Social Workers Association expressly waive and relinquish the right to meet and negotiate until negotiations reconvene no later than April 1 of the calendar year in which this agreement expires. The only exception to this shall be those conditions stipulated in Article 14, Section F, of the contract.

ARTICLE 16: SAVINGS

If any provision of this Agreement or any application thereof is held by the highest court of the state or by a federal court to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE 17: LENGTH OF CONTRACT

This contract shall become effective on July 1, 2022, and shall continue in effect to and including June 30, 2025. There shall be no reopeners of the contract except as otherwise provided in the contract and as follows:

- a. For Spring 2023, the parties agree to re-open article 10.

APPENDIX

Lead Psychologist/Therapist

DEFINITION

Under the supervision of the Director – Special Education; the Lead Psychologist or Therapist will perform a variety of duties including providing direct services to students and assisting with coordination of staff activities.

DUTIES

1. Provide input to the director of special education regarding the assignments of Psychologist/Therapist. (All final decisions regarding assignments will be made by the director of special education).
2. Provide mentoring and support as needed for colleagues at IEP meetings; staffing's; report writing; assessments; and behavior intervention plans.
3. Schedule and reserve appropriate space for all Psychologist and/or Therapist meetings and facilitate the meeting.
4. Meet with director monthly to develop agenda for all meetings.
5. Research and facilitate the development of trainings (e.g.; evidence based practice; response to intervention; alternative delivery models; legally defensible reports; and behavior intervention plans).
6. Will assist in planning return to school trainings for Psychologist and/or Therapist.
7. Assist in recruitment and selection of psychologists and therapists.
8. Conduct and maintain an inventory of protocols and assessment instruments.
9. Coordinate the ordering of testing materials with the appropriate administrator.

TERM

One (1) fiscal year.

QUALIFICATIONS

1. Employed at least two (2) years in the SCCOE as a Psychologist or Therapist.
2. Three (3) or more years experience as Psychologist or Therapist preferred.
3. Must be in good standing with the SCCOE.
4. Must be able to work collaboratively with administration.

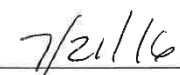
SELECTION

The lead will be nominated by the unit members and is subject to approval by the Director – Special Education. For the 2016-2017 school year, the unit will advise the Director of their nomination of Lead by September 1, 2016. Thereafter, the unit will advise the Director of their nomination of Lead by July 1.

For the Psychologists and Social Workers Association



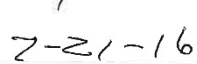
Donelle Clements



Date



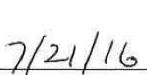
David Driesbach



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Jeff McCahan

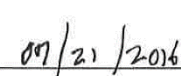


Date

For the Santa Clara County Office of Education



Philip J. Gordillo, Chief Human Resources Officer



Date

Psychologists & Social Workers Association Agreement
 July 1, 2022 – June 30, 2025

DocuSign Envelope ID: F7AFBBB9-B9D8-4901-9CBB-E9C5B3CBEF80

Santa Clara County Office of Education

Psychologist Salary Schedule Effective July 1, 2022			
Step	A 190 Days	C 205 Days/12 Months	Per Diem
1	92,735.20	100,056.40	488.08
2	97,880.40	105,607.80	515.16
3	103,037.00	111,171.50	542.30
4	104,061.10	112,276.45	547.69
5	105,106.10	113,403.95	553.19
6	106,130.20	114,508.90	558.58
7	107,722.40	116,226.80	566.96
9	110,942.90	119,701.55	583.91
10	112,586.40	121,474.80	592.56
11	114,547.20	123,590.40	602.88
12	116,992.50	126,228.75	615.75
13	119,487.20	128,920.40	628.88
14	122,037.00	131,671.50	642.30
15	124,641.90	134,482.05	656.01
16	127,305.70	137,356.15	670.03
17	130,026.50	140,291.75	684.35
18	132,798.60	143,282.70	698.94
19	135,637.20	146,345.40	713.88
20	138,532.80	149,469.60	729.12
\$2,000 beginning with 5th year of service.			
\$2,500 beginning with 10th year of service.			
\$3,500 beginning with 15th year of service.			
\$4,000 beginning with 20th year of service.			

**Step 8 removed per bargaining unit agreement effective 7/1/22.
 Members move from step 7 to step 9 above.

DocuSigned by:

 1/9/2023 | 11:21 AM PST
 Mary Ann Dewan, Ph.D., County Superintendent of Schools Date

**OFFICE OF THE SANTA CLARA COUNTY SUPERINTENDENT OF SCHOOLS
and the
PSYCHOLOGISTS AND SOCIAL WORKERS ASSOCIATION**

**For the
Psychologists and Social Workers
Association**

**For the
Office of the Santa Clara County
Superintendent of Schools**

DocuSigned by:
Megan Fain
9CEB60930A40419...

**Megan Fain
Bargaining Team Member**

1/18/2023 | 9:23 AM PST

Date

DocuSigned by:
Mary Ann Dewan
72890FED1F52493...

**Mary Ann Dewan, Ph.D.
County Superintendent of Schools**

1/20/2023 | 6:56 PM PST

Date

DocuSigned by:
Emily Schoen
AC3791690A9A487...

**Emily Schoen
Bargaining Team Member**

1/20/2023 | 2:12 PM PST

Date

DocuSigned by:
Larry Oshodi
84A286968D5B4A4...

**Larry Oshodi
Assistant Superintendent – Personnel Services**

1/17/2023 | 3:37 PM PST

Date

DocuSigned by:
R. Whalen
A10D48E0F5EE432...

**Robert Whalen
Bargaining Team Member**

1/20/2023 | 3:48 PM PST

Date

Agreement Ratified: 10/14/2022

Agreement Disclosure: 11/16/2022