



**SAN LUIS OBISPO COUNTY
OFFICE OF EDUCATION**

LEADERSHIP • COMMUNITY • SERVICE
JAMES J. BRESCIA, ED. D., SUPERINTENDENT

3350 Education Drive, San Luis Obispo, CA 93405
(805) 543-7732 * (805) 541-1105

www.slocoe.org

Human Resources Department

TENTATIVE AGREEMENT

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION
AND SAN LUIS OBISPO COUNTY EDUCATION ASSOCIATION, CTA/NEA
2022-2025 Contractual Agreement

May 14, 2026

***Changes are noted with strike through to delete or underlines to add to contract language.
Explanations are given in (parentheses).***

The Association and the Superintendent of Schools agree to the following:

ARTICLE I

INTRODUCTION

- 1.1 This Agreement and the provisions contained herein constitute a bilateral and binding agreement by and between the SAN LUIS OBISPO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "Superintendent" or "Employer") and the SAN LUIS OBISPO COUNTY EDUCATION ASSOCIATION, CTA/NEA, an employee organization, (hereinafter referred to as "Exclusive Representative" or "Association") and pertain to unit members in the bargaining unit (hereinafter referred to as "employees" or "bargaining unit member(s)" or unit member(s)").
- 1.2 This Agreement is entered into pursuant to Sections 3540-3549 of the California Government Code (hereinafter referred to as the "California Educational Employment Relations Act of 1976" or "EERA").

ARTICLE II

RECOGNITION

- 2.1 The Employer recognizes the Association as the Exclusive Representative of certificated employees, as specified below:
- 2.1.1 Included: All Occupational Therapists and non-management certificated employees serving in a position requiring a credential or certification from California Commission on Teacher Credentialing, unless otherwise excluded below.
- 2.1.2 Excluded: All employees designated by the Employer as management, supervisory, confidential, certificated non-management employees employed for summer school or Extended School Year (ESY) only, ~~Camp Hapitok~~ and substitute teachers.
- 2.2 The parties to this Agreement recognize that circumstances may arise where the duties and work performed by the certificated employees in the bargaining unit described above may be contracted out to an independent contractor or Agency for continuity of services and/or avoid stoppage of services. When this occurs, the Employer will give notice to the Exclusive Representative of certificated employees.

ARTICLE III

SALARY

- 3.1 ~~Effective July 1, 2022, columns II and III of the current certificated bargaining unit schedules (Teacher/Therapist/Nurse salary schedule; Certificated Counselor salary schedule) will include 5 additional steps beyond step 20 marked as steps 21-25. Steps 21-25 will have a 3% difference between each step.~~
- ~~Unit members who have been frozen on step 20 of the 2021-22 certificated salary schedule shall be placed on steps 21-25 as determined by the years frozen on step 20.~~
- ~~(Payment will be made no later than the January 31, 2021 payroll). The retroactive salary increase shall be paid to all members actively employed at SLOCOE on the date of ratification. Teachers and therapists shall be compensated per the Teacher/Therapist Salary Schedule [excluding Extended School Year (ESY) and summer school]. Counselor shall be compensated per the Counselor Salary Schedule. Educational Occupational Therapists shall be compensated per the Teacher/Therapist Salary Schedule (excluding ESY and summer school). State Preschool and First Five Preschool teachers shall be compensated per the attached State Preschool and First Five Preschool Salary Schedules (See Appendices A1-A4). ESY and summer school pay shall be based on the preceeding school year salary schedule.~~

Effective July 1, 2025, a 3% salary increase shall be applied to all cells of the 2024-25 certificated bargaining unit salary schedules (Teacher/Therapist/School Nurse; Counselor; State

Preschool). The 3% salary increase applied to the 2024-25 certificated salary schedules shall be paid retroactively to each bargaining unit member in employed paid status on June 1, 2026. The retroactive salary payment will be made no later than June 30, 2026 payroll. Once the 3% increase is applied to the 2024-25 certificated salary schedules, they will be referred to as the 2025-26 certificated salary schedules (Teacher/Therapist/School Nurse; Counselor; State Preschool).

Effective July 1, 2026, a 3% salary increase shall be applied to all cells of the 2025-26 certificated bargaining unit salary schedules (Teacher/Therapist/School Nurse; Counselor; State Preschool).

A one-time off schedule payment of \$2750 will be made to all unit members active at the time of ratification. The one-time off schedule payment shall occur no later than June 10, 2026

Annually, during years when no salary schedule increase occurs, unit members who have been at the maximum salary step for at least one year or more are eligible for a one-time off-schedule payment of 3%. In the event of a salary schedule increase of less than 3%, eligible members will receive a one-time off-schedule payment for the difference, up to a maximum of 3%.

Salary Schedules

3.2 The salary schedules shall be attached as Appendix A1-A4. Certificated employees advance on the salary schedule based on years of experience (step increments) and units of education (column movement).

3.3 All certificated employees hired after July 1, 2026 onto the Teacher/Therapist salary schedules will receive year for year credit in terms of experience and education.

Additional Compensation

3.8 The following qualify for additional compensation at the daily rate of pay, prorated on the ratio of hours worked to the employee's regular school year workday:

- Professional meetings (as defined in 5.15) requested by administration which occur on a day that the employee is not scheduled to work
- Duties which are not professional duties as described in 5.15 and which occur outside of the normal scheduled onsite hours (examples include Home Hospital assignments, participation in SLOCOE sponsored committees and extra projects requested by administration)
- All SLOCOE initiated IEP meetings or meetings with other agencies shall be scheduled to start before the end of the unit member's normal work day schedule, whenever possible, 4:00 P.M. If an IEP meeting or any meeting with other agencies is scheduled to start after or continue beyond the end of the unit member's normal work day schedule, at 4:00 P.M. or later, with prior approval by the supervisor, and mutual agreement of the employee and supervisor as to the start time, teachers will be compensated for all time from 4:00 P.M. until the end of the meeting at their daily rate

of pay. Meetings scheduled to start before 4:00 P.M., even if they extend beyond 4:00 P.M., will not be eligible for additional compensation. All timecards submitted for additional compensation shall include supporting documentation for audit purposes, i.e., agendas, calendar invitations, sign in sheets, etc.

- IEP meetings or meetings with other agencies that are scheduled to start at 4:00 P.M. or later, with prior approval by the supervisor, and mutual agreement of the employee and supervisor as to the start time. (Note: Meetings scheduled to start before 4:00 P.M., even if they extend beyond 4:00 P.M., will not be eligible for additional compensation.) (See also 5.15.2)

Mileage - Use of Automobiles

- 3.8.1 Teachers who are assigned to use their own automobiles in the performance of their duties (including Individual Education Plans (IEPs), staffings, staff meetings, and other mandated meetings) and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the Internal Revenue Service rate authorized by the County Superintendent of Schools for all driving done between the first school or designated headquarters (whichever is closer to the teacher's residence) and other schools or assignments. Travel assignments shall not be made to discipline teachers.

Extended School Year (Special Education only)

- 3.8.2 By March 1st of each school year, the Employer shall poll individual members of the staff to determine which employees desire to work during the Extended School Year (ESY). Employees may apply to work during ESY either in their current assignment or in another assignment within their credential limitations, if any. A \$500 stipend shall be awarded to unit member(s) who agree by March 1 to teach a full assignment for ESY. Where a job share occurs, those employees shall share the stipend which will be prorated accordingly.

3.8.2.1

Any Designated Instructional Service/Related Services Itinerant certificated employee who met the qualifications to receive the \$500 stipend, but whose services were not required the full nineteen or twenty days shall receive the full stipend, or prorated if job share, as an incentive to ensure services for the ESY program.

- 3.8.2.2 If the employer is not able to hire qualified staff, the DIS/RS employee will be requested to work the entire assignment as needed per management. If the DIS/RS employee chooses not to do that, he/she will not be awarded the stipend.

- 3.8.2.3 All bargaining unit members who work ESY and/or summer school as a on-call Certificated School Nurse shall be paid the substitute Teacher daily rate of pay (as referenced on the Teacher/Therapist Salary Schedule in Appendix A-1)

- 3.8.3 All bargaining unit members who work ESY shall be paid their daily rate of pay for each day of ESY service. The daily rate of pay shall be prorated on the ratio of the employee's ESY workday to the employee's regular school year workday. (See also 5.7).

Summer School (Alternative Education)

- 3.8.4 All bargaining unit members who work summer school shall be paid their daily rate of pay for each day of summer school service. The daily rate of pay shall be prorated on the ratio of the employee's summer school workday to the employee's regular school year workday. If a unit member agrees and works the summer school full session assignment, the certificated summer school unit member will be eligible for a \$500 stipend. The same processes described in 3.8.2 and 3.8.3 for Extended School Year shall apply to summer school assignments.

Extra Periods for Special Education and Alternative Education

- 3.8.5 1.0 FTE teachers will be paid their daily rate of pay for teaching extra periods beyond their normal seven-hour workday. The daily rate of pay shall be prorated on the ratio of hours worked to the employee's regular school year work day.

Early Notification Retirement Incentive

- 3.8.6 An incentive of \$500 will be given to all certificated staff who turns in a signed retirement letter on or before March 1st. The letter needs to state that the certificated employee is retiring effective the end of the school year. Once the employee is retired in June, SLOCOE will send the employee \$500 (minus the applicable taxes, but not subject to retirement deductions).

ARTICLE IV

HEALTH AND WELFARE BENEFITS

(Italics indicates moved from another section)

- 4.1 Health and Welfare benefit packages are selected by the Cost Containment Committee. The Cost Containment Committee is comprised of representatives from CSEA, CTA, and management. Each year the Cost Containment Committee is charged with selecting health plans on behalf of their respective associations. The Cost Containment Committee is an advisory body for selecting health plans and health plan design and does not replace collective bargaining.

The Employer agrees to make a monthly contribution for the insurances set forth in paragraphs 4.1, 4.1.1-4.1.3 of this Article. The Employer's total annual contribution shall maintain an 70% of the 80-G SISC/Anthem Plan cost which will be the anchor to determine annual contributions for other SISC/Anthem plans. The Employer's contribution is a dollar amount contribution for the health and welfare benefits specified as follows:

- 4.1.1 Medical insurance for the employee and eligible dependent(s) pursuant to a self-funded plan administered by ~~Blue-Cross~~/Self-Insured Schools of California (SISC).
- 4.1.2 Dental insurance for the employee and eligible dependent(s) pursuant to a self-funded plan administered by ~~Delta Dental Service/SISC~~ the selected insurance provider.
- 4.1.3 Vision insurance for the employee and eligible dependent(s) pursuant to a self-funded plan administered by ~~Vision Service Plan~~/SISC.
- 4.1.4 Basic life insurance for the employee provided by Mutual of Omaha.

ARTICLE V

HOURS OF EMPLOYMENT WORK YEAR

5.2 Effective July 1, 2000, there is an additional 1.65% on-schedule salary increase in recognition of the addition of three (3) staff development days to teacher/therapist duty year for a total of 186 duty days per year ~~(excluding child development programs)~~. (Note: If the state eliminates or reduces funding, the salary schedule and workdays will be adjusted accordingly.)

Work Year for Child Development Programs

- 5.5 The work year for State Preschool Program ~~unit members Teachers~~ shall be ~~178-186~~ days, which includes 180 instructional days, three (3) staff development days, and three (3) work days (non-student). (Note: If the state eliminates or reduces funding, the salary schedule and workdays will be adjusted accordingly.)

Extended School Year (Special Education only)

5.7 For ESY, classroom-based teachers will be paid a minimum of 5.5 hours/ day but no more than 7 hours/day dependent upon the needs of the program as determined by the Assistant Superintendent of Student Services. Acknowledging this commitment and service, teachers will have latitude and flexibility in the use of non-instructional time. (see also 3.8.2 and 3.8.3). Itinerant staff will be paid hourly on a time card based on a caseload and prorated at the staff member's daily rate with a minimum of being paid 5.5 hours per week.

An employee who is assigned to work an Extended School Year shall receive an additional 7 hours of sick leave for that year. (Also see 8.1)

5.8 The number of employees' workdays and the employees' working hours for the mandatory ESY program shall be finalized by the Employer following the completion of Individual Education Plans (IEPs) for all students.

Summer School (Community School only)

5.9 Teachers will be paid a minimum of 5.5 hours/day but no more than 7 hours/day dependent upon the needs of the program as determined by the Assistant Superintendent

of Student Services. Acknowledging this commitment and service, teachers will have latitude and flexibility in the use of non-instructional time. An employee who is assigned to work summer school shall receive an additional 7 hours of sick leave for that year.

Alternative Work Schedules

5.10 Alternative work schedules may include, but are not limited to, job shares, reduced workloads, and the reduced work schedule program per Education Code 22713.

5.10.1 When employees "share" one regular contract, salaries will be based upon the ratio of each employee's hours of service to a full-time employee's hours (e.g., three and one-half hours equals 50% of salary) (Article III-Salary, 3.7)

5.10.2 An employee with an assignment of less than a .5 Full Time Equivalent (FTE) is not eligible for health and welfare benefits. For employees with an assignment of .50 or greater FTE, the Employer shall prorate its contribution for health and welfare benefits based upon the ratio of the employee's FTE, except where employees are participating in the reduced-workload program identified in 5.10.3 pursuant to Education Code Section 22713. For a job share assignment, the SLOCOE health and welfare contribution shall be shared equally or in a percentage that matches the work year of each member of the job-sharing team. Any member contributions that are necessary to maintain coverage must be received by the office in a timely manner. It is recommended that the employee consult with the State Teacher's Retirement System (STRS) representative to determine the impact of the assignment on his/her retirement.
(Article IV - Health and Welfare, 4.4)

5.10.3 Permanent (tenured) unit members who have satisfactory evaluations may apply to the Superintendent no later than March 1 of the preceding school year for consideration of an alternative work assignment. Employees shall be eligible for an Employer provided pre-retirement reduced-workload option pursuant to Education Code Section 22713. Under extenuating circumstances, the office will consider alternative work schedule assignments, including job share requests after the March 1st deadline referred to in this Article. Employees requesting alternative work schedules will be notified of the acceptance or denial of their request by April 30th. The following conditions must be met:

Job Shares:

- Each member of the team submitting job-sharing assignment request must meet all the credential and job description requirements for the requested position.
- If an individual requests a job-sharing assignment, the SLOCOE must be able to employ a suitable replacement in the position being left vacant.
- The job-sharing assignment request must include a work schedule accompanied by the recommendation of the principal and director. The

request must be approved annually.

WORK DAY

Work day for Alternative Education and Special Education

5.11 LENGTH OF THE WORK DAY: During the regular school year, the length of the workday for special education and alternative education, including preparation time, relief periods, and time required before and after school, shall be seven hours, or 35 hours per week. The employee's workday shall begin 30 minutes before the first scheduled class or activity and continue until the specified number of hours of work has elapsed.

Release Time for Alternative Education and Special Education

5.11.1 At the discretion of the supervisor, teachers may, after making prior arrangements, be granted release time for the following:

- Home or school observation of a child who is recommended for possible placement in that teacher's program.
- Attending staffing and IEP meetings for the children in their classes.
- Preparation of IEP's by ~~employees~~unit members. Unit members~~Teachers~~ may schedule IEP meetings at flexible times during the day and/or after school, using non-instructional time, administrative/support staff assistance with flexible scheduling, and/or requesting substitute coverage, to ensure that IEP requirements are met without the necessity for routine work outside the school day. It is understood that all regulations regarding appropriate staff attendance and participation in IEP's will be met, as well as adequate supervision and classroom instruction of students in the classroom.

Flexibility in Non-Instructional Time

5.11.2 It is recognized that ~~teachers~~unit members perform many professional duties outside the identified seven-hour workday. Mandated duties such as IEP meetings, parent conferences, and staff meetings significantly extend the ~~teaching-work~~ day past seven hours. Acknowledging this commitment and service, ~~teachers~~unit members will have latitude and flexibility in the use of non-instructional time during ~~the seven-hour~~their regular duty day. A duty day, beginning time and ending time, will be established. By notifying the Program Administrator, the ~~teacher~~unit members may take non-instructional time for personal convenience. This flexibility is not intended to change the duty-day hours on a regular basis, or to be used when professional duties are scheduled during the non-instructional time.

Work day for Child Development Programs

5.12 The Child Development Programs are based upon available funding from the state. For Site Supervisors, the length of the workday, including preparation time, relief periods, and time required before and after school, shall be eight (8) hours per day for the purposes of a 1.0 FTE (full-time equivalent). The parties recognize that there may be other work day shifts prorated based upon the 1.0 FTE/8 hours per day.

Duty-free Lunch Period

5.13 There shall be a duty-free lunch of no less than 30 minutes, which is not included in the workday.

Classroom Workplace Interruptions for all Teachers

5.14 To the extent repairs to classrooms and/or workplace facilities are under the control of the Employer, they will be scheduled after classes have been dismissed for the day and/or the workday, whenever possible. If repairs must be scheduled during class and/or worktime, the teacher-unit member will be given a 24-hour notice of the scheduled activity whenever possible. Any SLOCOE classroom, work location, and/or employee office shall be treated the same under the provision of this Article and under Education Code and/or California Code of Regulations.

Professional Duties - All Teachers

5.15 Each teacher is responsible for performing duties which are reasonably related to his/her regular assignment, depending upon the educational program and pupil needs.

5.15.1 Professional duties under the direction of the COE administration and required within the normal scheduled on-site hours (excluding lunch) include:

- Supervising pupils and activities related to the teacher's regular assignment.
- Participating in professional activities related to the teacher's regular assignment.
- Participating in staff development programs relating to the teacher's regular assignment.
- Other reasonable related duties as assigned.

5.15.2 Professional duties, which may routinely require work outside the described normal scheduled on-site hours, include:

- Planning and preparing lesson plans
- Selecting materials for instruction
- Reviewing and evaluating work of pupils
- Conferring with pupils and/or parents
- Keeping records
- IEP meetings
- Conferences with staff, teacher, parent and/or student
- Attendance at prescheduled staff meetings shall be limited to one per month except in unusual circumstances, (section 3.8 applies)
- Participating and supervising Back-to-School, Open House, information nights, and graduation/recognition ceremonies
- Child development parent education meetings

All SLOCOE initiated IEP meetings or meetings with other agencies shall be scheduled to start before the end of the unit member's normal work day schedule, whenever possible, 4:00 P.M. If an IEP meeting or any meeting with other agencies is scheduled to start after or continue beyond the end of the unit member's normal

work day schedule, at 4:00 P.M. or later, with prior approval by the supervisor, and mutual agreement of the employee and supervisor as to the start time, teachers will be compensated for all time ~~from 4:00 P.M.~~ until the end of the meeting at their daily rate of pay. ~~Meetings scheduled to start before 4:00 P.M., even if they extend beyond 4:00 P.M., will not be eligible for additional compensation.~~ All timecards submitted for additional compensation shall include supporting documentation for audit purposes, i.e., agendas, calendar invitations, sign in sheets, etc. (See also 3.8)

Child Development- Additional Responsibilities

- 5.15.3 Required staff meetings for afternoon child development teachers, including travel time to the meeting site, shall be scheduled during the regular workday whenever possible. Child development teachers will be reimbursed for mileage at the rate authorized by the County Superintendent of Schools.
- 5.15.4 Student testing and assessments shall be conducted during regular child development class hours.
- 5.15.5 All arrangements for yearly support service screenings (vision, hearing, and dental) shall be made by the child development teacher. Ongoing support services (speech therapy, etc.) may be coordinated by the child development ~~teacher~~unit member.

Special Education – Non-Instructional Program- Related Duties

- 5.15.6 It is recognized that teachers in some county-operated classes are required to supervise and/or arrange supervision of the students to a greater extent than regular education teachers. This student supervision time (contact time) has increased with the program directive that mandates that county-operated classes be aligned with district classes for the daily beginning and ending times.

To address the instructional, supervision, and teacher preparation requirements during the workday, it is acknowledged that there is teacher judgment on blending these components. Teachers, through collaboration with the program supervisors, shall identify regularly scheduled periods during the student day that will allow for non-instructional program-related work to be completed. It is also expected that there will be opportunities for the teacher to complete non-instructional program-related duties while students are on task and supervised by an Instructional Assistant or other approved supervisory staff.

Nothing in these statements is intended to distract or encroach on the instructional minutes as set by statute, or decrease the quality of instruction. It is acknowledged that non-instructional program-related duties are an essential part of the instructional program. Detailed planning, the completion of records, and IEPs are fundamental to the educational program.

Alternative Education and Special Education – Staff Development/

- 5.15.7 No mandatory staff development at the end of the work day shall last longer than 90 minutes and start no later than 3:30 p.m. The COE may require ~~teachers~~unit

members to attend staff development/in-service only during ~~the~~their contract workday and work year. The COE may offer voluntary workshops which ~~teachers~~ unit members may attend outside the contract workday and work year (See article 3.8 for information regarding additional compensation).

5.15.8 No employee other than a TOSA (Teacher on Special Assignment) shall be required to plan, develop, and/or implement any staff development. Should the employee choose to provide preapproved staff development which occurs outside the normal scheduled onsite hours, the staff development work will qualify for additional compensation at the daily rate of pay, prorated on the ratio of hours worked to the employee's regular school year workday. (see 3.8)

5.15.9 The employer shall seek out ideas from employees regarding appropriate programs that will assist in fulfilling the professional needs of the staff.

ARTICLE VII

VACANCIES, ASSIGNMENTS AND REASSIGNMENTS

Vacant Positions

7.1 The Employer shall declare when a position is vacant.

When the Employer determines that a vacant position is to be filled, the Employer shall list criteria detailing unique needs of the students, required and desirable teaching skills relevant to the program, and other teacher duties that are required. The needs of students/clients will serve as the prime criterion when considering all applications. The appropriate credentials, certificates, permits, authorizations, training, knowledge, skills, abilities, performance, and experience will be considered. All requests for reassignment shall be considered, and the employee will be interviewed. If all criteria as listed above are met equally by two or more applicants, seniority (the employee's length of service to the SLOCOE) within the San Luis Obispo County Office of Education will be the deciding factor.

7.2 In planning for the upcoming school year, the Human Resources department will send an interest survey to all probationary and permanent certificated staff.

7.3 Upon the determination that a vacant position shall be filled, the Employer shall notify via e-mail (and U.S. mail if requested on the interest survey) all bargaining unit members of the vacancy. All notices of vacancies will be advertised for a minimum of ~~six-ten~~ (10) working days.

7.3.1 All announcements shall include the job title; a brief description of the position and duties; required minimum qualifications; the job location (if known); the number of hours per day; the regular hours of work, days per week, and months per year; the salary range; and the deadline for filing a letter of interest or application.

- 7.3.2 Employees may apply for a vacancy with the same job title by submitting a letter of interest to the Human Resources Department. All requests for vacancy shall be considered and the employee will be interviewed.
- 7.3.3 An employee applying for a position with a different job title must complete an application. All applicants will be considered.
- 7.3.4 No final selection shall be made until after the closing date.

Extra Duty Assignments

- 7.4 An extra duty assignment is defined as instructing students or mentoring staff on an on-going basis. Interest forms for voluntary extra duty assignments will be distributed at a minimum of twice a year (once near the start of the school year and again after the winter holiday break). Employees may submit an interest in writing at any time. All employees who have indicated an interest at the time of the needed assignment will be considered. Employees will be notified of assignments for which they have indicated an interest and of the final hiring decision. The needs of the students/clients will serve as the prime criterion when considering all applications. The appropriate credentials, certificates, permits, authorizations, training, knowledge, skills, abilities, performance, experience and seniority will be considered.

Reassignments

- 7.5 "Reassignment" is defined as the movement of an employee within the site or from one site to another site within the current job title or from one subject discipline or age group to another subject discipline or age group.
- 7.6 The needs of students/clients will serve as the prime criterion when considering all applications. The appropriate credentials, certificates, permits, authorizations, training, knowledge, skills, abilities, performance, and experience will be considered. All requests for reassignment shall be considered, and the employee will be interviewed.

If all criteria as listed above are met equally by two or more applicants, seniority (the employee's length of service to the SLOCOE) within the San Luis Obispo County Office of Education will be the deciding factor.

- 7.7 Employees may apply for a reassignment by submitting a letter of interest to the Human Resources Department. All requests for reassignment shall be considered, and the employee will be interviewed.
- 7.8 If a request is denied, the applicant may request a meeting to discuss the decision to deny the transfer. The applicant shall be given, upon written request, reasons for the denial in writing.
- 7.9 When a class is split the existing teacher shall have first choice of either class that results from the split, as long as that teacher possesses the appropriate credentials, certificates, and authorizations for the assignment.

7.10 If an employee moves due to a voluntary or involuntary reassignment, the employee shall receive at least a 15-calendar day notice before the actual move occurs. The employee shall receive two days of release time or be paid two days at the substitute rate their daily rate of pay to organize and move materials and supplies. The employee will also have the equivalent of two days of classroom Instructional Assistant time.

7.10.1 SLOCOE shall move a unit member's materials and/or furniture whenever a unit member is reassigned. If an employee is moved in consecutive years or within the same year the employee shall be paid two days at their daily rate to organize and move materials and supplies. The employee will also have the equivalent of two days of classroom Instructional Assistant time.

Extended School Year

7.11 The Employer shall fill Extended School Year (ESY) positions based upon employee requests to the extent that those requests fulfill the Employer's requirements for the educational program. Should the Employer be unable to fill any ESY positions with credentialed teachers through the polling process described above and in Article 3.8.3, new employees may be required to work ESY for the first year of employment and on a rotating basis every three years after that. Both parties agree to promote participation in ESY. Promotion may include, but is not limited to, flyers, posters, memos, e-mails, staff meeting discussions, etc. (see also Articles 3.8.2, 3.8.3, and 5.7)

Emergency/Short-Term Reassignments

7.12 In an immediate program emergency where the interests of the program and the safety and interests of the students has been compromised through circumstances which were unforeseen, unanticipated, through no fault of the administration, and for which adequate time was not allowed for a regular solution, an employee may be transferred or reassigned on an emergency short-term basis. The reassignment of an employee under this section will be done at the discretion of the Employer after an assessment has been made that determines that the selection will result in the least disruption of the existing program and the best possible solution for the students. Under no circumstances will this Emergency/Short-Term reassignment be arbitrary, capricious, or punitive. If, at the end of six (6) weeks, a permanent solution has not been implemented, the Emergency/Short-Term assignment shall not be extended by the Employer except in the case of a voluntary request from the employee. The employee shall be returned to his/her regular assignment. No employee may be assigned under this provision more than one time in any school year.

7.12.1 Emergency/Short-Term shall be defined as a period of time no longer than six (6) weeks. Every effort shall be made to terminate the Emergency Assignment sooner than six weeks and return the employee to his/her regular assignment.

7.12.2 Unforeseen shall be defined, in part, as a last-minute resignation or termination of an employee, a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time, or other incidents which are determined to be immediate and serious in nature.

7.12.3 The employee who is assigned under the Emergency/Short-Term provision shall be entitled to mileage reimbursement calculated round trip from their regular location to the Emergency location for the duration of the Emergency assignment at the standard rate that is established by the Employer at the time of the assignment.

7.12.4 The employee shall receive one day per week of the Emergency/Short-Term assignment up to a maximum total of three days of release time or be paid one day per week up to a maximum total of three days at ~~the substitute rate~~ their daily rate of pay, to organize materials and lesson plans for the Emergency assignment.

7.12.5 The employee who is assigned under the Emergency/Short-term provision will receive regular and frequent reports of the progress toward a solution and updated estimates of the end date of the assignment.

Involuntary Reassignments

7.13 An employee may be involuntarily reassigned by the Employer except as a reprisal for employee activity protected by the Rodda Act.

7.14 Reasons for the involuntary reassignment may include:

- Change in student enrollment
- Elimination/initiation or reduction/expansion of programs or services
- Accommodating the special staffing needs and/or requirements at any site

If none of these situations exists, an involuntary move shall be based upon least seniority.

7.14.1 Where the Employer determines that there is a justifiable need for an involuntary reassignment, the employee shall be moved to another location without any loss in compensation held prior to the reassignment.

7.15 For vacancies, volunteers shall be solicited prior to any involuntary reassignment.

7.16 An involuntary reassignment shall take place only after a meeting between the employee and the supervisor stating the reason for the reassignment. The Employer shall provide written notification to the employee specifying the reason(s) as indicated above in 7.14 as soon as possible. The employee shall have the right to representation by the Association at the meeting. An employee shall receive a minimum of a six (6) weeks written notice of the reassignment. The Employer shall make every effort to notify the employee prior to the end of the school year.

7.17 The employee to be involuntarily reassigned may indicate preference of positions from a list of available vacancies.

7.18 The employee who is involuntarily reassigned shall be assisted by SLOCOE in the movement of the employee's materials and supplies. If a classroom is to be moved, the employee shall receive at least a 15-calendar day notice before the actual move occurs. The employee shall receive two days of release time or be paid ~~two~~ three days at ~~the~~

~~substitute~~their daily rate to organize and move materials and supplies. The employee will also have the equivalent of ~~two~~three days of classroom Instructional Assistant time.

- 7.19 An employee has the right to appeal the involuntary reassignment by contacting the Human Resources department within two weeks of receiving the written notice of reassignment and citing the reason for the appeal in writing.

ARTICLE VIII

LEAVES OF ABSENCE

ACCUMULATED LEAVE

Sick Leave

- 8.1 Every full-time employee shall be entitled to 10 days of sick leave for each year of employment. Part-time employees shall earn sick leave on the basis of the ratio of the part-time employment to full-time employment. An employee who is assigned to work an Extended School Year or summer school assignment shall receive an additional 7 hours of sick leave for that year.

ARTICLE IX

CERTIFICATED EMPLOYEE EVALUATION PROCEDURES

Public Charges

- 9.9 No unsatisfactory formal evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents, and/or citizens unless the following procedures have been followed: Nothing herein shall preclude an unsatisfactory evaluation where such evaluation is based in whole or in part on the other information or materials.

- 9.10 Any student, parent or citizen complaint about a unit member which may result in:

- Discipline;
- A letter or reprimand;
- A derogatory entry into the personnel file;
- A negative comment on an evaluation;
- Or a negative evaluation

shall be reported to the unit member by the administrator receiving the complaint within ten (10) days of receipt.

- 9.11 Should the unit member or the immediate supervisor believe that the allegations warrant a meeting, the immediate supervisor believes that the allegations warrant a meeting, the immediate

supervisor shall attempt to schedule a meeting between the unit employee, the complainant and the immediate supervisor.

9.12 If there is no meeting, or if the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant may reduce the complaint to writing and submit the original to the unit member's immediate supervisor and a copy to the unit member. If no written complaint is received the matter shall be dropped.

9.13 ~~Anonymous complaints and c~~Complaints which the County Office of Education concluded are without merit shall neither be placed in the unit employee's personnel file nor utilized in any evaluation or disciplinary action against the unit employee. Anonymous complaints shall not be placed in a Unit Member's personnel file. Anonymous complaints shall not be used for evaluation or disciplinary action, unless corroborating non-anonymous or investigative information demonstrates the merit of the complaint. The results of an investigation may be placed in a Unit Member's personnel file. "Anonymous complaints" does not apply to in-person complaints where the complainant refuses to sign a written complaint or to provide their identity. For the purposes of this agreement "anonymous complaints" does not include complaints in which a person complains about a teacher's conduct and either fails or refuses to provide his/her complain or name in writing, but the County Office of Education provided such information to the unit member in writing.

9.14 Notwithstanding the above, nothing in this article will be construed to prevent the County Office of Education from investigating matters and, if appropriate, taking adverse action against an employee regarding matters involving criminal conduct and/or conduct in which the County Office of Education has legal obligation to pursue. (AR# 4312)

ARTICLE X

PEER ASSISTANCE AND REVIEW PROGRAM

Purpose

~~10.1 The SLOCEA and SLOCOE strive to provide the highest possible quality of education. We believe that all teachers should focus on continuous improvement in professional practice and that teachers having difficulties can benefit from the assistance and review of colleagues. Therefore, the parties have cooperated in the design and implementation of this Peer Assistance and Review Program (PAR or Program) to improve the quality of instruction through opportunities for professional development and peer assistance. Teachers referred to, or who volunteer for, this Program are viewed as valuable professionals.~~

~~10.1.1 The program allows exemplary teachers to assist certain permanent and beginning teachers in the areas of teaching strategies, teaching methods, and subject matter knowledge.~~

~~10.1.2 The extent of the Program's assistance and review depends on whether the participating teacher (2) is a voluntary participating teacher or (3) is a participating~~

~~teacher with an unsatisfactory evaluation in one or more of the areas of subject matter knowledge, instructional strategies, or classroom management.~~

~~10.1.3 The Program's assistance shall be provided through Consulting Teachers. The assistance shall not involve the participation in, nor the conducting of, the annual evaluation of unit members as set forth in Article IX of this Agreement and Education code Section 44660 et seq.~~

~~10.1.4 Program resources shall be utilized in the following order:~~

- ~~• Tenured Teachers with an "Unsatisfactory" designation in one or more of the following areas on their final evaluation: planning, instruction, and/or management~~
- ~~• Voluntary Participating Teachers~~
- ~~• Professional Development~~
- ~~•~~

~~10.2~~ **Definitions:**

~~10.2.1 "Teacher": All certificated teachers, preschool teachers, nurses, speech/language pathologists, vision, orientation and mobility specialists, orthopedic-impaired specialists, occupational therapists, and adapted physical education teachers.~~

~~10.2.2 "Participating Teacher": Any unit member who is a "teacher" and who either volunteers for, or is required by this Article to participate in, the Program.~~

~~10.2.3 "Consulting Teacher": An exemplary teacher meeting the requirements of Section E who is to provide Program assistance to a Participating Teacher.~~

~~10.2.4 "Mandatory Participating Teacher": A unit member with permanent status whose most recent performance evaluation contained an unsatisfactory designation in one or more of the following areas of their final evaluation: planning, instruction and management.~~

~~10.2.5 "Consensus": Five or more affirmative votes.~~

~~10.2.6 "Voluntary Participating Teacher": A permanent unit member who seeks to improve his/her teaching performance.~~

~~10.2.7 "Principal or Evaluating Administrator": The certificated administrator appointed by SLOCOE to evaluate a "Teacher."~~

PAR Committee

~~10.3 The PAR Committee shall consist of seven (7) members. Four (4) shall be "Teachers" who are chosen to serve by SLOCEA. SLOCOE shall choose three (3) administrators to serve~~

~~on the PAR Committee. The SLOCOE and SLOCEA shall individually determine the method for selection and the qualifications to serve.~~

~~10.3.1 To promote continuity, appointees shall serve staggered three-year terms.~~

~~10.3.2 The PAR Committee shall establish its own meeting schedule. To meet, at least two-thirds of the PAR Committee must be present. Such meetings shall take place during the regular teacher workday with a grant of release time to teachers, or during non-school time. Generally, the PAR Committee will meet within the panel's workday, however, work outside of the regular workday shall be compensated at the current curriculum rate.~~

~~10.3.3 The PAR Committee's primary responsibilities involve establishment of the annual budget for the Program and selection and oversight of the Consulting Teachers. In addition, the Committee is responsible for the following:~~

- ~~• Coordinate with the SLOCOE to provide training for the PAR Committee members and Consulting Teachers. New PAR panel members will receive an orientation as to the Program's purposes and functions.~~
- ~~• Establish procedures and regulations necessary to carry out the requirements of this Article, including a procedure for the selection of a Chairperson.~~
- ~~• Assign the Consulting Teachers.~~
- ~~• In conjunction with the Human Resources Director, send written notification of participation in the Program to the Mandatory Participating Teacher, the consulting Teacher, and the Evaluating Administrator.~~
- ~~• Assess the availability of resources and/or personnel to accommodate the needs of the self-referred teachers.~~
- ~~• Use a consensus model for decision-making.~~
- ~~• Establish a procedure for application as a Consulting Teacher.~~
- ~~• Determine the number of Consulting teacher(s) or a percentage of a 1.0 full-time employee (FTE) in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.~~
- ~~• Review and approve the initial plan prepared by the Consulting Teacher.~~
- ~~• Review the final report prepared by the Consulting Teacher regarding the progress in the PAR Program of the Mandatory Participating Teacher.~~

- ~~Submit to the Superintendent and SLOCEA an annual evaluation of the Program's impact, including recommendations regarding Mandatory Participating Teachers. If necessary, the Consulting Teacher shall forward names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement.~~

~~The annual PAR Program evaluation may include interviews of Program participants, administrators, and others as deemed appropriate. This evaluation shall be in writing and shall be submitted at the same time that the proposed budget is submitted.~~

~~10.4 Not later than May 30 of each year, for the coming school year, the PAR Committee shall submit a proposed budget to the Superintendent.~~

~~10.4.1 The proposed budget shall be designed to carry out the provisions of this Article and shall take into consideration (1) the number of Consulting Teachers which will be required in the coming year in light of the projected level of participation in the Program, (3) the recommendations for improvement of the Program which were made in the annual report to the Board, and (4) other relevant factors.~~

~~10.4.2 The proposed budget shall not exceed the state funding allocation for the coming year as estimated by the SLOCOE's chief financial officer. This proposal shall be submitted in the form requested by the SLOCOE.~~

~~10.4.3 The PAR Committee shall recommend that the Superintendent authorize the necessary number of Consulting Teacher positions or any increase or decrease thereof. The Superintendent will be provided the rationale for the request.~~

Program Participation

~~10.5 By Mandatory Participating Teachers:~~

~~10.5.1 Any tenured teacher with an unsatisfactory designation in planning, instruction, and/or management must participate in the Program.~~

~~10.5.2 The Mandatory Participating Teacher will be assigned a Consulting Teacher. If available, a different Consulting Teacher may be assigned to work with the Mandatory Participating Teacher either upon request of the Mandatory Participating Teacher or upon request of the Consulting Teacher. In either case, however, approval of the PAR Committee is required.~~

~~10.5.3 The Consulting Teacher's assistance and review shall focus on the area(s) designated unsatisfactory in the final evaluation.~~

- ~~The Administrator and the Consulting Teacher assigned to the Mandatory Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Administrator and the types of assistance that~~

should be provided by the Consulting Teacher:

- ~~The Administrator's recommendations shall be in writing consistent with certificated staff performance standards, clearly stated, and consistent with Education Code Section 44662. These recommendations will be considered the performance goals required by Education Code Sections 44664(a) and 44500(b) (2). SLOCOE shall provide sufficient staff development activities to assist a teacher to improve his or her teaching skills and knowledge. [Education Code Section 44500 (b) (5).]~~
- ~~The Consulting Teacher and the evaluating Administrator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Mandatory Participating Teacher.~~
- ~~The Consulting Teacher and the Mandatory Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance which shall include conducting multiple observations of the Mandatory Participating Teacher in the performance of his/her job responsibilities.~~

~~10.5.4 The final report will be submitted to the PAR Committee at least 45 calendar days before the end of the Mandatory Participating Teacher's school year. The final report shall consist solely of: (1) a description of the assistance provided to the Mandatory Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the PAR Committee, with a copy also submitted to the Mandatory Participating Teacher and the Administrator.~~

~~10.5.5 The results of the teacher's participation in the Program shall be available for use as part of the Mandatory Participating Teacher's annual evaluation:~~

- ~~The evaluating Administrator shall have the discretion as to whether, and how, to use the results set forth in the report in the annual evaluation.~~
- ~~The Consulting Teacher's report on participation in the Program, as defined above, shall be made available to the SLOCOE for placement in the Mandatory Participating Teacher's personnel file, if the report is referenced by the Administrator in the evaluation. xxx~~

~~10.5.6 After receiving the report, the PAR Committee shall determine whether the Mandatory Participating Teacher will benefit from continued involvement in the Program. The Mandatory Participating Teacher will continue participating in the Program until the PAR Committee determines the teacher no longer benefits from participation in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the SLOCOE. The Superintendent has the sole authority~~

to determine whether the Mandatory Participating Teacher has been able to demonstrate satisfactory improvement.

~~10.6—By Voluntary Participating Teachers~~

~~10.6.1 Permanent teachers who seek to improve their teaching performance may self-refer to the PAR Committee for intervention under this program. Voluntary Participating Teachers may be individuals who wish to grow and learn with assistance from a peer, or who seek assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on practical application of either certain teaching skills or the acquisition of a new subject matter.~~

~~10.6.2 The Voluntary Participating Teacher must submit a request for professional growth in a specific, targeted area to the PAR Committee for approval and assignment of a Consulting Teacher. Upon approval by the PAR Committee, the Voluntary Participating Teachers shall notify his/her immediate supervisor. Disclosure of the specific focus area is not required.~~

~~10.6.3 A Voluntary Participating Teacher who has received a “Needs Improvement” in one or more areas of his/her final evaluations may be given greater consideration for assistance.~~

~~10.6.4 The purpose of participation in the Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. The Voluntary Participating Teacher may terminate his or her participation in the Program at any time.~~

~~10.6.5 Neither the Consulting Teacher nor the PAR Committee will forward to the Superintendent the names of Voluntary Participating Teachers.~~

~~10.6.6 All communications between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential. Without the written consent of the Voluntary Participating Teacher, such communication shall not be shared with others (this includes, but is not limited to, the site Administrator, the evaluator, or the PAR Committee).~~

Consulting Teachers (CT)

~~10.7—The qualifications for the Consulting Teacher shall, at a minimum, include:~~

~~10.7.1 A “Teacher” with permanent status;~~

~~10.7.2 Substantial (at least 5 years) recent experience in relevant instruction;~~

- ~~10.7.3 Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to SLOCOE curricular goals and standards, the California Standards for the teaching profession, and mastery of a range of teaching strategies necessary to meet the needs of the pupils in different contexts.~~
- ~~10.7.4 Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or SLOCOE committees.~~
- ~~10.7.5 Ability to communicate effectively orally and in writing.~~
- ~~10.8 Each applicant interested in serving as a Consulting Teacher must provide a letter of interest, resume, and two letters of recommendation from individuals with specific knowledge of his or her qualifications, as follows:~~
 - ~~10.8.1 One reference from a SLOCOE Administrator or immediate supervisor.~~
 - ~~10.8.2 One from another "Teacher" or another member of the educational community.~~
 - ~~— All applications and references shall be treated with confidentiality. References shall be submitted directly to the Human Resources Department by the author of the reference.~~
- ~~10.9 Consulting Teachers shall be selected by a consensus vote of the PAR Panel after a minimum of two (2) representative(s) of the PAR Panel have conducted a classroom observation and interview with each of the candidates. At least one teacher and one administrator shall participate in the classroom observation.~~
- ~~10.10 The term of the Consulting Teacher shall be one (1) year. The current Consulting Teacher may reapply for the position.~~
- ~~10.11 Release time and/or additional compensation will be awarded to the Consulting Teacher(s) by the PAR Panel based upon the number of the program participants. This position(s) may be designated by the PAR Panel as full or part-time.~~
- ~~10.12 Consulting Teacher(s) essential functions shall include, but are not limited to:~~
 - ~~10.12.1 Assist Voluntary and Mandatory Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities which, in their professional judgment, will assist the Participating Teacher in remedying the specific areas recommended for improvement by the evaluating Administrator.~~
 - ~~10.12.2 Assist the Mandatory Participating Teacher in remedying the specific areas recommended for improvement by the evaluating Administrator by meeting with the Mandatory Participating Teacher to develop a plan to assist the teacher in complying with the Performance Improvement Plan and to develop a process for assessing the teacher's participation in the Program.~~

~~10.12.3. Conduct multiple informal observations of the Mandatory Participating Teacher during the performance of his/her job responsibilities, and a minimum of two formal observations with both Pre-Observation and Post-Observation Conferences.~~

~~10.12.4. Monitor the progress of the Participating Teacher with an unsatisfactory designation in one or more areas on his/her final evaluation and shall provide periodic written reports to the teacher for discussion and review.~~

~~— A "draft" copy of the Consulting Teacher's report shall be submitted to and discussed with the Mandatory Participating Teacher. The Mandatory Participating Teacher shall have ten (10) days to submit written comments to the Consulting Teacher before the report is finalized and presented to the teacher for signature. The Mandatory Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the PAR Committee. The Mandatory Participating Teacher with an unsatisfactory evaluation shall have the right to submit a written response, within ten (10) working days, and have it attached to the final report.~~

Other Provisions

~~10.13. Functions performed by unit members as Consulting Teachers or members of the PAR Committee pursuant to this Article shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m). Such unit members shall continue to enjoy all rights afforded to other bargaining unit members.~~

~~10.14. Unit members who perform functions as Consulting Teachers or PAR Committee members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.~~

~~10.15. All documents and information relating to a specific employee's participation in this Program is regarded as a personnel matter. Such records are, therefore, exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) as a personnel record.~~

~~10.15.1. The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.~~

~~10.15.2. The selection process for Consulting Teachers, to the extent it contains records related to identifiable individuals, will be treated as confidential and will not be disclosed except as required by law.~~

~~10.15.3. All documents related to the Program will be filed by the Human Resources Department separately from an individual's personnel file.~~

~~10.16 This Article shall not be grievable. Any claims that the Article has not been properly implemented shall be presented in writing to the PAR Committee with copies to the SLOCOE and SLOCEA. Any such claim shall be addressed in the annual report.~~

~~10.17 Expenditures for this Program shall not exceed the revenue received under AB XXI.~~

~~10.18 Nothing in this Article shall, in any way, modify or affect the rights of the SLOCOE under provisions of the Education Code relating to the employment, classification, retention, non-re-election, or release of certificated employees.~~

ARTICLE XI

SAFETY CONDITIONS OF EMPLOYMENT

11.1 Employees of the San Luis Obispo County Office of Education shall be safety conscious in their own conduct and actions and shall cooperate with the Employer in the implementation of its safety program.

The following best practices shall be followed at Community Schools:

11.1.1 Classroom doors shall remain locked during the school day.

11.1.2 SLOCOE will provide unit members with operable, necessary equipment (such as radios and work cell phones) prior to the unit member starting their job duties. Unit members All staff will carry a working radio at all times.

ARTICLE XII

EMPLOYEE/MANAGEMENT RIGHTS TO INFORMATION AND COMMUNICATIONS

12.1 The Association's Bargaining Team shall be granted reasonable release time for negotiating without loss of compensation.

12.2 The Association shall have the right to:

12.2.1 Access at reasonable times employee work areas.

12.2.2 Use the County Office of Education's mailboxes and duplication machines.

12.2.3 Use other reasonable means of communication with employees.

12.2.4 Release time for the Association President or designee to represent Bargaining Unit Members and to attend County Board of Education meetings. Substitute costs will be borne by the Employer.

12.2.5 ~~The Association President or designee shall be provided no more than~~ Twelve (12) days ~~release time, with no loss of salary or other benefits, leave~~ for Association business per school year. Written notification shall be provided to the Superintendent as soon as the need is known. The Association shall reimburse SLOCOE for the cost of substitutes secured while the employee is on ~~leave-release time~~ at the substitute rate of pay.

12.3 The Employer will provide the Association with a complete Board agenda and minutes prior to the Board meetings, public information (class size, statistical reports, budgetary information, etc.), and relevant fiscal information provided to the State Department of Education. The costs of duplication of documents shall be borne by the Association.

12.4 There will be payroll deduction of Association dues upon receipt of a signed authorization ~~or email~~ from a certificated employee. ~~This authorization may be canceled by giving a 30-day written notice to the Employer and the Association. An employee may modify the authorization once each school year. Should an employee modify the authorization a second, or subsequent time, there shall be a \$5.00 processing fee, to be paid by the Exclusive Representative.~~

~~12.4.1 "Any bargaining unit member who is not a member of the Association shall pay to the Association a fee in an amount equal to membership dues, payable to the Association in the same manner as required for payment of membership dues. In the event that a bargaining unit member does not pay such fee directly to the Association, the Association shall so inform the Employer, and the Employer shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions."~~

~~12.4.2 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employees organizations shall not be required to join or financially support the Association as a condition of employment; except that such bargaining unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:~~

- ~~a. National Institute of Mental Health~~
- ~~b. Ronald McDonald House~~
- ~~c. National Breast Cancer Foundation Incorporated~~

~~To receive a religious exemption, the bargaining unit member must submit a detailed written statement establishing the basis for religious exemption. The Association executive board shall communicate in writing to the bargaining unit member its acceptance or rejection of the exemption. If accepted, the bargaining unit member shall make the payment to one of the charities named above. Such payment shall be made on or before November 30. Proof of payment shall be made~~

~~on annual basis to the Association and the Employer as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on November 30.~~

12.4.3 “With respect to all sums deducted by the Employer for payment of dues to the Association, pursuant to this Article, whether for membership dues or agency fee, the Employer agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of bargaining unit members for whom deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. This list shall be provided a minimum of once annually, as soon as possible after the start of the school year but no later than September 10th. The Association and the Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.”

12.5 The Association and the County Superintendent of Schools recognizes and supports the San Luis Obispo County Office of Education’s Vision, statement, Mission statement, Organizational Philosophy, and Standards and Expectations for staff.

12.5.1 All employees have a shared responsibility to create and maintain a positive climate within the workplace. To this end, the following standards and expectations shall apply to all staff in the performance of their duties:

- Treat each individual with dignity and worth.
- Assist each individual to realize her/his greatest potential in the use of talent and skills.
- Support teamwork and initiative.
- Interact with others in a professional, responsible, and respectful manner.
- Promote high expectations for performance and accountability to achieve established goals.
- Value quality, excellence, and continuous improvement.
- Support innovation and creativity.
- Model and promote clear, frequent, and honest communication within the organization.
- Recognize and reward excellence in performance.
- Utilize participatory decision-making and problem solving.

12.5.2 It is of mutual interest that the San Luis Obispo County Office of Education be competitive in attracting and hiring qualified teachers through salary, benefits, and work environment. It is also of mutual interest that the County Office of Education be equally competitive in retaining qualified teachers by adherence to the Standards and Expectations for staff.

12.6 New Bargaining Unit Member Orientation

The County Office of Education shall provide a new bargaining unit member orientation at least seven (7) calendar days prior to the first day of work, except when there is an urgent or critical need to organizational operations that is not reasonably foreseeable.

12.6.1 The County Office of Education shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by electronic mail, to the Association president and vice president no later than ten (10) calendar days in advance of the orientation/onboarding meetings, or with as much notice as possible when there is an urgent critical need to organizational operations that is not reasonably foreseeable.

12.6.2 The Association shall be provided no less than fifteen (15) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. County Office of Education administration shall not be present during Association time, unless the Association requests specific administrators remain present.

12.6.3 The Association president or designee shall have County Office of Education-paid release time if any orientation/onboarding meeting is held during contractual work hours, or their hourly rate of pay if the meeting takes place on non-duty time, to attend and participate in new bargaining unit member orientations/onboarding meetings.

12.7 Employee Information

Within thirty (30) days of hire, the County Office of Education shall provide the Association president with the name, job title, department, work location, telephone number, home address, and personal email address of a newly hired unit member. The County Office of Education shall also provide the Association president with a list of the same contact information described above for all unit members, upon request by the Association.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.1 Definitions

- 13.1.1 "Grievance" shall mean an allegation by an employee that there has been a violation of one or more express provisions of this Agreement. No issues outside this contract may be subject to the grievance procedure.
- 13.1.2 "Grievant" shall mean an employee who is a member of the bargaining unit. The Association may grieve, with written authorization, on behalf of a unit member.
- 13.1.3 "Day" shall mean a day when the County Office of Education is normally open for business.
- 13.1.4 "Immediate supervisor" is the administrator having immediate jurisdiction over the grievant.

13.2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances filed by unit members. The grievant may elect to be represented by the Exclusive Representative at all formal levels of the grievance procedure and must inform the Employer in writing of such election prior to the first meeting. Grievances may be consolidated by mutual agreement between SLOCOE and the Association.

- 13.2.1 The grievant, a designated bargaining unit representative, and witnesses, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the Employer and the Exclusive Representative.
- 13.2.2 An employee may present a grievance to the Employer and have such grievance adjusted without the intervention of the Exclusive Representative.
- Any adjustment shall ~~not be~~ inconsistent with the terms of this Agreement.
 - The Employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution

and has been given an opportunity to file a response.

13.2.3 At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

13.3 Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.

Once a grievance has been resolved, or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

13.4 Time limits provided at each level shall begin the day following receipt of the written grievance or appeal. The grievant may request an extension of the timeline if the time limit is extended beyond her/his work year. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.

13.5 No reprisal will be taken by the Employer against any grievant or participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions which affect the employee's employment status, shall be filed separately from the personnel file of the grievant or any participant.

13.6 Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the Employer.

Formal Level One

13.7 An employee may discuss any grievance with the immediate supervisor by requesting a meeting in writing within 10 days of the alleged violation. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within two days of the meeting.

Formal Level Two

13.8 Within 10 days of the occurrence or of first knowledge of the occurrence of the alleged violation of the Agreement, or within 10 days of the Level One meeting, the grievant shall present the grievance in writing to the immediate supervisor.

13.8.1 The written grievance shall contain the following minimum information:

- The grievant's name.
- The date of filing.
- The date of the alleged violation.

- The specific Article(s) or section(s) violated.
 - A brief description of the alleged violation.
 - A brief synopsis of the informal conference.
 - The specific relief requested.
- 13.8.2 Grievances not containing the required information shall be rejected as being improperly filed.
- 13.8.3 The grievant may request a conference with the immediate supervisor. The conference shall be held within 10 days of the request.
- 13.8.4 Within 10 days of receipt of the grievance by the supervisor or within 10 days of the conference, if one is requested, a written decision shall be issued to the grievant. If the supervisor does not respond within the time limit, the grievance is denied and the grievant may appeal to the next level.

Formal Level Three

- 13.9 In the event that the grievance is denied at Level Two, a written appeal to the Superintendent or designated representative shall be filed within 10 days of the issuance of the Level ~~One~~Two denial decision.
- 13.9.1 The appeal shall contain all materials utilized in the prior level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.
- 13.9.2 No new information, statements, or charges, if known at an earlier level, may be introduced by the grievant in any appeal. The issue shall be determined on the basis of one, and only one, set of facts and allegations.
- 13.9.3 The Superintendent or designated representative shall meet with the grievant within 10 days of the receipt of the appeal.
- The Superintendent or designee shall, within 10 days of the meeting, issue a written decision which shall be final and binding on the parties.
 - Nothing contained herein shall deny an employee the right to seek judicial review.

ARTICLE XIV

CONCLUSION

Duration of Agreement

14.6 This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 202~~8~~⁵, at which time this Agreement shall expire and become null and void. For contract years ~~2023-2024~~²⁰²⁶⁻²⁰²⁷ (2 Articles) ~~2027-28~~ and ~~2024-2025~~, the parties may each re-open two (2) Articles in addition to Article III – Salary.

Amendment of Terminology

The parties agree that this Agreement shall be amended to reflect a change in terminology. Throughout the entire Agreement, the term "Teacher" (and its plural or possessive forms) is hereby deleted and replaced with "employees" or "bargaining unit member(s)" or unit member(s) (and its respective plural or possessive forms), wherever applicable, to align with the definition set forth in Article I regarding bargaining unit recognition. The parties agree that this change is non-substantive and intended to clarify and unify terminology.

RECOMMENDED FOR RATIFICATION

For the Employer:



THOMAS E. ALVAREZ
Chief HR Officer

For the Association:



GREG MURPHY
CTA President

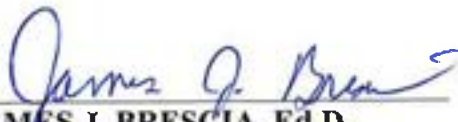
DATE: 5/14/26

DATE: 5-14-26

ACCEPTED AND RATIFIED

By their signatures below, the signatories certify that they are authorized representatives of either the Employer or the Exclusive Representative as the contracting parties; that all actions necessary for the Employer or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**SAN LUIS OBISPO COUNTY
SUPERINTENDENT OF SCHOOLS**



JAMES J. BRESCIA, Ed.D.

DATE: 5/18/26

**SAN LUIS OBISPO COUNTY
EDUCATION ASSOCIATION,
CTA/NEA**



GREG MURPHY, President

DATE: 5-18-26

