

# *Classified Employee Handbook*



**SJCOE**  
EDUCATE • INNOVATE • INSPIRE

October 3, 2019  
Revision

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**  
**CLASSIFIED EMPLOYEE HANDBOOK**

**INTRODUCTION**

Welcome to San Joaquin County Office of Education (SJCOE)! Thank you for joining us. We operate as a team and every employee contributes to our success.

SJCOE is a regional agency whose mission is to provide educational leadership, resources, and services to assist school districts to be effective facilitators of learning for all pupils. The ability of SJCOE to achieve our purpose is wholly dependent upon the people who are employed. Our goal is to have our employees be the brightest, most talented, most dedicated people possible so that they will make this County Office of Education a world-class operation. Our objective is to attract and retain quality staff through offering competitive salaries and benefits, treating people fairly and honestly, and fostering an atmosphere of mutual respect between the employer and employees.

An essential ingredient in ensuring that all employees are treated in a fair and consistent manner is for the employer to fulfill our obligation to clearly define and communicate the expectations of employees and the rules and regulations which will apply to the way business is conducted in our organization. This Classified Employee Handbook has been prepared so employees will better understand their rights and responsibilities as employees of SJCOE.

Good public relations are vital in every employee's job. An essential obligation on the part of each employee is to exhibit a positive attitude both towards their co-workers and toward the public that we are here to serve. No matter what position you hold, you are a representative of and a spokesperson for SJCOE. The people, with whom you come in contact, both on and off the job, will form opinions about SJCOE and school system through observation of your conduct and attitudes. These citizens, for whom you work and who pay your salary, have every right to expect your full courtesy, understanding, and cooperation. YOU play a major role in helping to create and maintain the public's confidence and goodwill. Always remember, no matter how small or unusual a complaint may sound, it is very important to the citizen making the complaint and should be treated accordingly. Your job is important – please treat everyone you encounter with respect.

This Classified Employee Handbook applies to classified employees excluding confidential/supervisory, management, teachers, and instructional assistants.

This handbook is not a contract. It covers employment policies and some important terms and conditions of employment. The San Joaquin County Superintendent of Schools expressly reserves the right to modify or delete any of the policies and terms and conditions without notice, and nothing in this handbook shall be deemed to create a vested right in any officer or employee of SJCOE. Copies of SJCOE policies may be obtained from the Superintendent's Office.

This handbook was prepared as a guide and reference for employees in our organization. This handbook describes some of the expectations we have of our employees and references policies, procedures, and benefits available. Employees should familiarize themselves with the contents of this handbook. No organization is free from day-to-day problems, but we believe we have personnel policies, procedures, and practices to help resolve problems.

In the event of a conflict between this Classified Employee Handbook and any departmental handbook, this handbook shall supersede. If questions arise regarding the interpretation of any provision or contents covered in this handbook, please direct those questions to your supervisor and/or the Human Resources Department.

This Handbook will be distributed to employees at New Hire Orientation and published periodically for permanent employees. Revisions and updates are available by accessing the Human Resources Department webpage at [www.sjcoe.org](http://www.sjcoe.org).

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## **I. ATTENDANCE**

### **A. *Attendance Philosophy***

SJCOE believes that continued and sustained attendance is essential if the Office of Education is to carry out its mission in an exemplary manner. Those served by SJCOE have a right to expect a quality program of service. Absenteeism has an adverse impact on our programs, on fellow employees, and on the organization as a whole.

### **B. *Medical Verification***

An affidavit of illness or injury, or a statement from a medical practitioner may be required of an employee by SJCOE.

### **C. *Excessive Absences***

SJCOE will monitor the sick leave, personal necessity leave, and differential/extended leave usage of its employees on an on-going basis. Except for absences arising out of serious illness or injury, employee absences should not exceed an average of 1 day per month or the prorated amount of sick leave earned each month, whichever is greater. If the employee's attendance exceeds this standard, they will be subject to disciplinary action, up to and/or including termination.

### **D. *Unexcused Absence***

An employee will be subject to a three-day suspension without pay for the first instance of unexcused absence. A second instance of unauthorized unexcused absence will result in a five-day suspension without pay. A third instance of unauthorized unexcused absence will be cause for termination of employment.

### **E. *Tardiness***

Repeated tardiness will result in a one-day suspension without pay. Continued tardiness without authorization may result in further disciplinary action, up to and including termination of employment.

## **II. BENEFITS**

### **A. *Benefit Cap***

#### **1. Cap Amount**

Health insurance premiums shall be based on a composite rate structure. The monthly cap amount is published annually during August open enrollment period. Click [here](#) for Benefits.

#### **2. Costs in Excess of Cap**

Employees who are enrolled in plans, which exceed the maximum monthly amount, shall have the balance of the premium paid by a payroll deduction.



## **B. Coverage Provided**

1. Medical – Eligible employees may select coverage from any one of the medical plans offered by the Health Insurance Consortium of San Joaquin (HIC).
2. Dental – Eligible employees may select coverage from any one of the dental plans offered by the HIC.
3. Vision – Eligible employees will be covered by the Medical Eye Services (MES) vision plan offered by the HIC unless covered under a Kaiser plan which includes vision coverage.

Note: Employees enrolled in the two-tiered Anchor Bronze PPO Plan are not eligible for Dental and Vision Coverage.

4. Life Insurance – Eligible employees shall receive \$25,000 of term life insurance coverage upon completion of one year of employment from medical benefit effective date.
5. IRS Section 125 Plan – Benefits shall be provided by HIC under an IRS Section 125 plan. There is currently no charge for administration of the IRS Section 125 plans. In the event that the third-party administrator of the IRS Section 125 plans imposes an administrative fee in the future, such fees shall be the responsibility of the participating employee based on the service chosen and will be paid through payroll deduction.
6. Health Savings Account (HSA) – Eligible employees may participate in a HSA in conjunction with enrollment in a high-deductible health plan (HDHP), and does not have other coverage unless other coverage is a qualifying high-deductible health benefit plan.

For additional information regarding health benefits, contact the Payroll Department.

## **C. Benefit Providers**

1. The provider for SJCOE's medical, dental, and vision plans is the Health Insurance Consortium of San Joaquin (HIC).
2. SJCOE shall assume no responsibility or liability for changes in coverage imposed by benefit insurance providers. SJCOE exercises no control and accordingly accepts no responsibility with respect to individual providers and/or hospitals included in the panel of specific benefit plans.
3. SJCOE makes no representation with respect to financial viability and shall not be liable for any claims resulting from the financial insolvency of any plan.

## **D. Retiree Health & Welfare Benefits**

1. SJCOE shall provide to each eligible retiree the health insurance benefits that are provided to active employees. Coverage specifically prohibited by any benefit carrier to retirees shall not be provided.

2. To be eligible, the retiree must:
  - a. Have been providing full-time service and continuously employed by SJCOE for a minimum of five years immediately prior to retirement for employees hired on or before June 30, 2016.
  - b. Have been providing full-time service and continuously employed by SJCOE for a minimum of ten years immediately prior to retirement for employees hired on or after July 1, 2016.
  - c. Have obtained the minimum retirement age required by the appropriate retirement system and be receiving benefits from that system.
3. Benefits for employees working less than eight hours per day shall be prorated.
4. Benefits shall be provided on a basis of one month of benefits for each two months of service to SJCOE, including prior SJCOE service if applicable. A fraction of a month of service shall be rounded to the nearest full month.
5. The health benefit shall continue until age sixty-five (65) or until eligibility expires, whichever comes first. When eligibility ends, the employee may arrange to continue to self-pay for medical, dental, and vision benefits through the Retired School Employees Medical Plan, (RSEMP), provided that enrollment in RSEMP is completed within thirty (30) days of expiration of SJCOE-paid benefits.
6. Survivor Health Benefits – In the event of the death of an active SJCOE employee who has been continuously employed by SJCOE pursuant to Section D, Item 2, health insurance benefits will continue to be provided to the dependent survivor(s), as if the deceased employee had retired on the date of death. Such survivor health benefits shall be subject to the same eligibility provisions, and all other rules and conditions as retiree benefits, except that age shall not be a factor. (SP 4154)

## ***E. Eligibility***

1. Full-time Employees
  - a. All full-time, regular employees must participate in a medical, dental, and vision plan, in accordance with requirements of insurance carriers.
2. Part-time Employees
  - a. Part-time employees working more than twenty (20) hours but less than forty (40) hours per week are eligible to receive SJCOE-paid participation on a prorated basis.

Example: A twenty-hour per week employee shall receive SJCOE participation at monetary rates equal to fifty percent (50%) of the amount provided to full-time employees.
  - b. Eligible part-time employees who elect to participate in benefit plans must participate in medical, dental and vision plan except in cases where evidence of other existing primary coverage is provided.

3. Employees assigned to work less than twenty (20) hours per week are eligible only for benefits that are fully self-paid.

**F. *Health and Welfare Benefits While on Differential Pay***

Benefits will be provided to an employee who is on differential pay on the same basis as provided during the period immediately preceding the commencement of differential pay status.

**G. *Effective Date***

1. Coverage for health and welfare benefits becomes effective on the first day of the month following the date of employment. For employees who are covered by a health plan of the Health Insurance Consortium of San Joaquin (HIC) on the day prior to their start date, coverage shall be effective on the first day of employment.
2. Coverage for health and welfare benefits and life insurance will cease for a terminated employee at the end of the month in which salary ceases.

**H. *Open Enrollment***

An open enrollment period shall be held annually during which time employees may make changes in their insurance coverage. Employees may change plans and/or add dependents during the open enrollment period. The open enrollment period is normally held during August each year with an effective date of October 1.

**I. *Change of Coverage Status***

1. Any change in your status must be reported to the Payroll Department within thirty (30) days of the change, in order to ensure continued coverage for you and your dependents.

Possible changes in status are:

- a. Marriage or Divorce.....add or delete spouse
- b. Birth or Adoption.....add new dependent
- c. Eligible Dependent Child.....add or delete
- d. Registered Domestic Partner.....add or delete
- e. Percentage of Time Employed Change

Birth certificate, marriage certificate, or registration of domestic partnership shall be required.

2. In certain circumstances, a qualifying event, such as an employee's spouse loses health insurance; participation or addition of dependents may be possible without evidence of insurability if reported within thirty (30) days of such an occurrence.
3. Failure to change status within thirty (30) days of a qualifying event will require the employee to provide "Evidence of Insurability" for those persons being added to coverage.
4. Employees may elect to discontinue coverage on a dependent(s) at any time. Employees who

elect to discontinue coverage on previously enrolled dependents shall be allowed to re-enroll such dependents subject to the following restrictions:

- a. Dependents shall not be eligible to re-enroll until the first enrollment, which occurs not less than one year after the date that the prior coverage was terminated.
- b. Dependents shall be subject to evidence of insurability requirements as specified by the insurance carrier.
- c. In the event of a conflict between this policy and any insurance carrier requirements, the more restrictive requirements shall prevail.
- d. Employees are advised that some insurers impose a permanent lifetime ban on re-enrollment of previously dropped dependents. It is the employee's responsibility to become familiar with these provisions prior to making a decision to discontinue coverage on dependents.

**J. *Continuation of Benefits When Terminating Employment Prior to Retirement (COBRA)***

The Consolidated Omnibus Reconciliation Act of 1986 (COBRA) requires employers to notify employees and enrolled dependents of their rights to continued health care coverage when their coverage is scheduled to end for the following reasons:

1. Any employee who resigns, retires or is terminated (except for gross misconduct)
2. Enrolled spouse and dependents of an employee who has resigned, died, retired or has been terminated
3. A spouse who becomes legally separated or divorced
4. A dependent child who reaches and/or exceeds the maximum age for coverage as a dependent
5. Any enrolled individual who becomes eligible for Medicare
6. Notification of family members

SJCOE does not have the capability to know of every event that might cause an employee, the spouse of an employee or a dependent of an employee to become eligible for extended coverage as required by COBRA. It is important that employees inform family members of the above eligibility criteria.

7. Procedure to continue coverage

Coverage may be continued for any of the medical, dental, and/or vision plans. Arrangements to continue coverage should be made before current coverage ends. In no case may arrangements be made later than sixty (60) days after the coverage ends. Contact the Payroll Department for further details and necessary forms.

8. Cost of coverage

The cost of benefits under the COBRA program is paid by the participant. There shall be no contribution by SJCOE toward the cost of COBRA benefits. Cost of coverage is based upon current active rates plus two percent.

**K. Retirement Systems**

1. STRS Employees and qualifying classified employees

Employees in a classified position and a member of State Teachers Retirement System (STRS) may elect to continue as a STRS member.

2. PERS Classified

Employees in permanent positions of four or more hours per day automatically become members of the Public Employees Retirement System (PERS). Membership in the retirement system is mandatory.

3. Social Security and Medicare

Employees who qualify for membership in PERS must be covered by Social Security and Medicare.

4. Alternate Retirement Program

Employees who do not qualify for PERS must participate in an alternate retirement program.

**L. State Disability Insurance (SDI)**

Classified employees shall participate in the State Disability Insurance (SDI) program, which includes Paid Family Leave (PFL). Premiums shall be paid by employees through payroll deduction.

**M. Other Benefits**

1. Employees shall have the opportunity to invest through payroll deduction in various tax-sheltered plans.

2. Employees shall have access to various credit unions.

**III. CALL BACK**

**A. Call Back Compensation**

An emergency “Call Back” is an assignment during a non-scheduled work period that is not an extension of the scheduled workday.

Compensation shall be computed as follows:

1. Under Four Hours – Time worked shall be rounded to the next highest whole hour plus one hour. Time to be calculated at one and one half times the regular pay rate.

Examples:

- Up to one hour work = two hours overtime pay.
- Working in excess of one hour and up to two hours = three hours overtime pay.

2. Four or More Hours – Time worked shall be rounded to the next highest quarter hour (fifteen minutes) and paid at one and one half times regular pay rate.

#### **IV. CHILD AND DEPENDENT ADULT ABUSE**

##### ***A. Child and Dependent Adult Abuse***

The County Superintendent requires that all employees be knowledgeable about the issue and reporting requirements of child and dependent adult abuse. The Superintendent directs that the Human Resources Department ensure that all employees receive a copy of Section 11166 of the Penal Code.

#### **V. CLASSIFICATION OF POSITIONS**

##### ***A. Position Classification Changes***

Current positions were classified at the time the position was authorized or as part of a wage-classification study. Such studies are conducted periodically to ensure that positions are balanced according to duties and responsibilities.

##### ***B. Requests for Reclassification Between Studies***

A request to reclassify a particular position between wage classification studies may be made through the employee's supervisor to the Human Resources Department. It shall be the responsibility of the employee requesting reclassification to provide the written rationale supporting the reclassification.

#### **VI. COMPENSATORY TIME**

##### ***A. Granting Compensatory Time***

SJCOE discourages the granting and the accumulation of compensatory time off, but managers may allow limited compensatory time.

##### ***B. Approval***

Employees shall not work compensatory time without the prior written approval of their immediate supervisor. Pre-Approval Request Form must be attached to the employee's monthly attendance for the month in which the compensatory time was performed.

### ***C. Limits on Use and Accumulation of Compensatory Time***

A maximum of twenty-four (24) hours of compensatory time may be accumulated. All accumulated compensatory time shall be used with the approval of the immediate supervisor.

### ***D. Calculation of Compensatory Time Accumulation***

Compensatory time shall be calculated at time and one and one half for hours worked in excess of eight hours on a scheduled workday and double time for hours worked in excess of twelve hours worked on a scheduled workday. Compensatory time shall be calculated to the next higher one-quarter of an hour (15 minutes). An employee working in excess of forty (40) hours in a work week shall be calculated at the rate of time one and one half.

## **VII. COMPLAINTS**

### ***A. Informal Resolution***

An informal discussion of problems and a continuing interchange of views between an employee(s) and the immediate supervisor are encouraged. The parties should attempt to resolve the problem as soon as possible through these informal discussions.

### ***B. Formal Procedure – Step 1***

If the informal discussion fails to resolve the problem, the employee(s) may file a written request with the immediate supervisor to resolve the problem. The written request should contain a clear explanation of the complaint, facts describing the problem and the resolution being proposed. Names of anyone who may be helpful in resolving the problem should be included. The immediate supervisor will consider the request for resolution, and when appropriate, investigate. The employee(s) will be given a written response within ten (10) working days.

### ***C. Appeal Procedure – Step 2***

If the immediate supervisor fails to respond in writing within the ten (10) working days, or if the complaint is not resolved in Step 1, or if the immediate supervisor is a party to the complaint, the employee(s) may appeal directly to the appropriate Deputy/Assistant Superintendent. The employee(s) must transmit the complaint in writing with all facts, the solution requested and the names of anyone who may be helpful in resolving the problem. The Deputy/Assistant Superintendent or his/her designee will investigate the complaint and respond in writing within fifteen (15) working days.

### ***D. Time Limits***

Time limits may be modified by mutual agreement.

### ***E. Sexual Harassment***

Sexual harassment complaints shall be processed through the Uniform Complaint Procedure Policy 1312.1 (reference Article XIV-Harassment). Click [here](#) to view all complaint procedures.

## ***F. Complaints Regarding Personnel***

Complaints regarding personnel shall be processed through the Uniform Complaint Procedure Policy 1312.1 (reference Article XIV-Harassment). Click [here](#) to view all complaint procedures.

## **VIII. DISCIPLINE**

### ***A. Disciplinary Action***

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

### ***B. Cause for Suspension or Termination***

Cause shall be included but not limited to:

1. Incompetence or inefficiency;
2. Unauthorized or excessive absence and/or repeated tardiness;
3. Intoxication or unauthorized use or possession of alcohol or narcotics during duty hours;
4. Insubordination;
5. Dishonesty;
6. Conviction of a felony, any crime involving moral turpitude, any sex offense, a controlled substance offense where the Superintendent has not found that the person has been rehabilitated for at least five years, or any crime bringing discredit upon SJCOE;
7. Immoral or unprofessional conduct;
8. Evident unfitness for service;
9. Physical or mental condition making the employee unfit for service including an individual determined to be a sexual psychopath;
10. Violation of or refusal to obey the school laws of the state or rules and regulations of SJCOE;
11. Discourteous treatment of the public, pupils, or employees of SJCOE;
12. Neglect of duty;



13. Intentional misrepresentation or concealment of any fact in connection with obtaining employment;
14. Willful damage to public property, excessive waste of public supplies or equipment, or excessive carelessness with SJCOE property or funds;
15. Failure to possess or keep in effect any license, certificate or other similar requirement; specified in the law or the employee's class specification, the employee's job description or otherwise necessary for the employee to perform the duties of the position;
16. Failure to perform regular or assigned duties;
17. Knowingly providing verbal or written confidential information to individuals not entitled to such information;
18. Job abandonment is an additional cause for dismissal. Any employee who is absent from work without authorization for five consecutive workdays or has failed to return from authorized leave within five calendar days of the leave's expiration without notice to SJCOE as required, may be considered to have abandoned their job. In such cases, the employee will be notified by certified mail that they shall be deemed to have abandoned their job if the employee does not contact SJCOE within five working days of receipt of the certified letter. If the employee does not contact SJCOE as directed in the letter, they shall immediately be suspended without pay pending their dismissal for job abandonment.

### ***C. Procedure for Suspension or Termination***

1. Employees shall receive a preliminary written notice of any proposed suspension without pay or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based, the date the disciplinary action is proposed to be effective, a statement of the cause for the action taken, and all documents upon which the disciplinary action is based.
2. The employee shall have the right to respond either orally or in writing within seven (7) calendar days of receiving the notice to a Deputy Superintendent or designee. The Deputy Superintendent or their designee shall not have conducted the investigation or have made the initial recommendation for disciplinary action. The Deputy Superintendent or designee shall consider the employee's response and recommend within fifteen (15) calendar days that the proposed disciplinary action be taken, reduced or not taken.
3. Any permanent employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Deputy Superintendent or designee.
4. A permanent employee who is suspended with or without pay, demoted, or terminated shall be given written notice of the specific charges by the Superintendent or designee.

5. The notice shall contain a statement of their rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than five (5) work days after service of the notice on the employee and said notice shall be accompanied by a paper or card, the signing and filing of which shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing and appeal.
6. The dismissal, demotion, or suspension shall be effective after the service of notice. In case of termination, all pay shall cease as of the sixth workday after notice, and benefits shall cease as of the end of the month in which salary ceases.

#### ***D. Hearing Procedure***

1. A hearing required by this policy will be conducted by the Superintendent or a Hearing Officer, at the Superintendent's discretion. The term "Hearing Officer" shall mean any person who is selected by the Superintendent to conduct a disciplinary hearing.
2. The Superintendent or Hearing Officer ("Hearing Authority") shall set the matter for hearing and shall give the employee at least twenty (20) calendar days' notice in writing of the date and place of such hearing.
3. The employee shall attend any hearing and shall be entitled to:
  - a. Be represented by counsel or any other person at such hearing;
  - b. Testify under oath;
  - c. Compel the attendance of other employees of SJCOE to testify on behalf of the accused employee;
  - d. Cross-examine all witnesses;
  - e. Present such evidence as the Superintendent or Hearing Officer deems admissible; and
  - f. Argue the case.
4. The hearing shall be informal and need not be conducted according to technical rules related to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper an admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken under oath or affirmation.
5. An employee recommended for dismissal may be suspended without pay pending the evidentiary hearing of their appeal. If the disciplinary action is not sustained, the employee may be reimbursed for all or a portion of the compensation lost pending the hearing on the appeal.

6. The Hearing Authority may, at its discretion, exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee and their respective counsel. When hearing testimony on conduct, which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.
7. The burden of proof shall be upon the party attempting to substantiate the charges.
8. Upon completion of the hearing, a written decision shall be signed and filed by the Superintendent, which shall constitute their decision. If the hearing is not before the Superintendent, written findings and recommendations shall be submitted by the Hearing Officer to the Superintendent for their approval. If the Superintendent accepts such findings and conclusions, they need not read the record of the hearing; if they decline to accept such findings and conclusions, they must review the record or provide for an additional opportunity to be heard, after which they may adopt the findings and conclusions made by the Hearing Officer, or make their own findings and conclusions.
9. Hearings may be conducted without stenographic reporter or electronic recording machine unless the employee requests in writing, at least three (3) full business days before the day set for the hearing, that such hearing be reported or recorded and pays one-half the cost or fee for such reporting or recording. The Superintendent may, at their discretion, record the hearing.
10. The Hearing Authority may grant a continuance of any hearing upon such terms and conditions as it may deem proper subject to a showing of good cause. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.
11. Nothing in this Article shall limit SJCOE's authority under the Education Code to impose a mandatory leave of absence or dismissal for arrest or conviction of criminal offenses set forth in the Code.

## **IX. DRESS CODE**

### **A. *Dress Code***

Employees shall report to work dressed in a manner that is appropriate and consistent with their job assignment. No clothing shall be worn which:

1. Creates a safety hazard.
2. Is excessively revealing or provocative.
3. Displays any words or slogans which reference the use of alcoholic beverages or drugs.
4. Displays any words, pictures, or designs which would be considered, by reasonable standards, to be vulgar, profane, or otherwise inappropriate for the workplace.

**B. *Office Attire***

Employees in an office setting shall not, except with prior approval of management, wear blue jeans, shorts, tennis shoes or sweat suits to work. Excessive perfumes, colognes, or after-shaves are not appropriate.

**C. *Casual/Dress-Down Days***

SJCOE designates specified casual or dress down days throughout the year. Guidelines and themes for such days are published when days are announced.

**X. DRIVING REQUIREMENTS**

**A. *Driving Requirements***

In the course of employment, employees may be required to drive either their own personal vehicle or one owned by SJCOE.

**B. *General Requirements***

1. The driver must possess a valid driver's license.
2. All drivers are subject to DMV check.
3. Employees are required to notify the Operations Department and immediate supervisor of any traffic violation.
4. Employees are expected to follow all Vehicle Code regulations while driving on property owned, leased or operated by SJCOE. The speed limit on SJCOE's property is ten miles per hour unless otherwise posted. The speed driven should be less than ten miles per hour when it is necessary for the safety of students, other employees or visitors at SJCOE property sites.
5. Employees who choose to use SJCOE provided parking lots may park vehicles in authorized areas only. Parking on property of SJCOE is a privilege and not a right, and therefore, SJCOE takes no responsibility for any loss or damage that may occur to an employee's vehicle or contents.

**C. *Use of Private Vehicle for SJCOE Business***

When using a privately owned vehicle, for SJCOE-related travel, the following regulations apply:

1. The driver must possess a valid driver's license and liability insurance of at least \$50,000 per person and \$100,000 per occurrence. The driver's personal insurance coverage shall bear primary responsibility for any losses or claims for damages. Secondary coverage for any losses or claims for damages shall be provided by SJCOE when the amount exceeds the limits specified above. SJCOE does not cover, nor is it responsible for, comprehensive or collision insurance for privately owned vehicles.

2. The driver must check the safety of the vehicle's tires, brakes, lights, horn, suspension, etc.
3. The driver must carry only the number of passengers for which the vehicle was designed. If you have a truck or pickup, carry only as many as can safely sit in the passenger compartment.

***D. Transportation of Students***

If students are being transported in a privately owned or rental vehicle:

1. A copy of your valid driver's license and a copy of your insurance verification showing the appropriate limits must be on file with your manager and the Director of Operations prior to transporting students. No travel with students or reimbursements for such travel will be authorized until these requirements are met. (The insurance requirements are valid for privately owned vehicles, but not for rental vehicles.)
2. No smoking is permitted.
3. No more than eight passengers are permitted regardless of seating capacity.

***E. Use of SJCOE-owned Vehicle***

1. Employees using SJCOE-owned vehicles must complete the Departmental Authorized Driver Form, [Policy E.3512.11](#), which must be signed by the supervisor prior to operating a vehicle owned by SJCOE.
2. Employees will be required to make the following certifications and acknowledgements:
  - a. The Vehicle will be returned in the same condition that the vehicle was received and I understand that I am responsible for any damage caused by negligence.
  - b. I have a valid driver's license.
  - c. I will follow the most direct route and avoid unnecessary stops.
  - d. I will not allow any other person to drive the vehicle.
  - e. Smoking is prohibited in SJCOE vehicles.
  - f. No passengers will be permitted except as approved in advance by the department manager and the Director of Operations.
  - g. SJCOE will obtain, and update as needed, driving records as recorded and retained by the California Department of Motor Vehicles. Approval to use SJCOE vehicles may be suspended or revoked if a driver's record reveals that they are an ineligible driver as defined below.

### 3. Ineligibility to Drive SJCOE-owned Vehicle

- a. A driver will be considered an ineligible operator of a motor vehicle when their driving record shows the following point count:
  - 2 points in a 12-month period
  - 3 points in a 24-month period
  - 4 points in a 36-month period
- b. When a traffic conviction shows that a person drives a motor vehicle unsafely on a street or highway, it counts as one point towards determination of an ineligible driver.
- c. Two points are charged if a driver is convicted of:
  - 1) Reckless driving;
  - 2) Hitting an unattended vehicle without notifying the owner;
  - 3) Causing property damage, injury, or death by hit and run driving;
  - 4) Manslaughter involving a vehicle;
  - 5) Causing injury or death with a vehicle while evading a peace officer;
  - 6) Driving on the wrong side of a highway;
  - 7) Speed contest or exhibition of speed;
  - 8) Illegal transport of explosives;
  - 9) Driving under the influence of liquor and/or any drug.

### 4. Driving Suspension/Revocation/Reinstatement

- a. If an authorized driver operates a motor vehicle in an unsafe manner and is assigned one point by the Department of Motor Vehicles, they shall be notified in writing by the Director of Operations that subsequent incidents may be cause for suspension or revocation of their privilege to drive SJCOE vehicles. The notification shall include SJCOE's policy related to vehicle use.
- b. If an authorized driver operates a motor vehicle in an unsafe manner and is assigned two points for a single violation they shall be classified as an ineligible driver and their privilege to drive SJCOE vehicles shall be suspended for a period of three years from the time the Department of Operations is notified by the Department of Motor Vehicles.
  - 1) A suspended driver, whose privilege was suspended, as provided in b. above, may apply for reinstatement following the suspension period provided no other disqualifying points have been assigned by the Department of Motor Vehicles to the driver during the suspension period.
  - 2) Reinstatement must be approved by the Assistant Superintendent, department manager, and Director of Operations.
- c. If an authorized driver is classified as an ineligible driver pursuant to this policy due to multiple one-point offenses, their driving privilege shall be suspended for twelve (12) months from the time the Department of Operations is notified by the Department of Motor Vehicles except as follows:
  - 1) One point may be deducted provided the driver attends and successfully completes an approved driver safety education program. (Such program may only be completed once within any eighteen (18) month period.)

- 2) The Department of Operations will compile and provide a list of approved driver safety programs.
- 3) Following completion of the driver safety education program, the Director of Operations, with approval of the Superintendent, may reinstate the driving privilege on a probationary basis. The length of the probationary period shall be determined by the Director of Operations, but in no case will it be less than twelve (12) months. Unsafe acts, for which one point is assigned by the Department of Motor Vehicles, committed during the probationary period shall be grounds for an immediate twelve (12) month suspension of driving privileges.

d. Decisions regarding reinstatement may be appealed to the Superintendent for review.

## **XI. DRUG AND ALCOHOL-FREE WORKPLACE POLICY**

### **A. *Drug and Alcohol-Free Workplace***

The Superintendent of Schools believes that the maintenance of drug and alcohol-free workplaces is essential to school and district operations. See [Policy 4020 SP and 4020 E](#).

No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations before, during or after school hours at any SJCOE workplace.

## **XII. EMPLOYMENT**

### **A. *Equal Employment Opportunity***

SJCOE has adopted policies and regulations covering affirmative action and equal employment opportunity provisions related to recruitment, screening and selection as integral aspects of the hiring process.

### **B. *Posting of Vacancies***

Vacancy notices shall be posted for a minimum of ten (10) business days before the closing date of the application process. Vacancy announcements are available through the Internet at [www.sjcoe.org](http://www.sjcoe.org) as well as e-mailed to employees with an active SJCOE e-mail address.

### **C. *Applications***

Application information for employment vacancies is available from the Human Resources Department. On-line applications are available at [www.edjoin.org](http://www.edjoin.org). Information submitted through original on-line application is saved and can be revised by applicant in the future. Résumé, letter of introduction and letters of reference may be scanned in to be included as attachments with the application.

Applications should be submitted to the Human Resources Department through [www.edjoin.org](http://www.edjoin.org) on or before the close of the business on the final posting date. Late applications will be reviewed at the discretion of the manager during the screening process.

Any misrepresentations or falsifications may disqualify the individual from further consideration of employment or withdrawal of an offer of employment (either verbal or in writing).

**D. Interviews**

Management shall interview those applicants believed to be most qualified, based on a review of application materials submitted.

**E. Notifying Applicants**

The Human Resources Department will make the official job offer to the successful applicant contingent on background and fingerprint completion. Applicants not selected for the vacant position will be notified that the vacancy has been filled.

**F. Conditions of Employment**

The Superintendent, as the hiring authority, offers initial employment to successful candidates provided they meet all the conditions of employment; which include, but are not limited to the following:

1. Successful completion of all application requirements and reference checks;
2. Appropriate valid credentials and licenses as required by the job description;
3. Signature of all documents as legally required;
4. Valid INS documentation (I-9 form);
5. Proof of freedom from active tuberculosis;
6. Receipt of criminal records check/fingerprinting;
7. Completion of new hire orientation.

**G. Physical Examination**

Physical examinations may be required of employees at the time of initial employment. If required, the cost of the examination will be paid by SJCOE. A statement from an SJCOE designated physician regarding the condition of an employee's health in relation to their ability to perform the duties of the position as outlined in the job description may be requested whenever such information is deemed necessary.

**H. Loyalty Oath**

All persons hired by SJCOE shall comply with the requirements of [Government Code Sections 3101 and 3103](#) to subscribe to an oath of affirmation to support the institutions and policies of the United States and the State of California.



***I. Investments in Conflict with Official Duties***

A staff member will not invest or hold any investment directly or indirectly in any financial, business, commercial, or other private transaction that creates a conflict with the performance of duties.

***J. Extra Employment***

A staff member will not engage in, solicit, negotiate for, or promise to accept extra employment or render services for other interests when such employment or service creates a conflict with or impairs the proper discharge of official SJCOE duties, nor will any staff member engage in any non-SJCOE business on SJCOE property.

Employees shall not contract with other county office programs, school districts, other agencies or persons to perform tasks or duties that they would otherwise do as part of their regular assignment.

When additional private employment is undertaken by an employee, it shall not interfere with or impede the employee's ability to meet physical or mental requirements of regular SJCOE assignments.

***K. Notice of Non-Discrimination***

SJCOE affirms that it shall not discriminate against employees or applicants on the basis of race, color, religious creed, age, sex, sexual orientation, national origin, ancestry, political affiliation, marital status, pregnancy, physical or mental disability, medical conditions, or Vietnam era veteran status.

***L. Reasonable Accommodation***

Except for reasonable accommodation for a disability or illness in the statement of non-discrimination shall prevent SJCOE from requiring an employee to perform all duties and responsibilities of the position to which they are assigned.

***M. Training***

SJCOE considers training to be an on-going task. Training is primarily accomplished "on-the-job." It is important to ask questions, take notes, and always work within the guidelines set by the supervisor and/or manager. Training may also include seminars and off-site meetings. Some travel may be required.

***N. Confidential Information***

In the course of their work, employees may have access to information and records that should be regarded as either restricted or confidential. Before releasing such information, employees shall check SJCOE regulations or policies with their supervisor. Special attention must be taken to ensure that such information is not verbally or otherwise communicated in any manner that would jeopardize the restricted or confidential status.

## ***O. Change of Employee Information***

It is important that you keep the Human Resources and Payroll Departments informed of any changes in important information. Your present address and phone number are essential for many purposes, including mailings from SJCOE to your home. It is your responsibility to inform SJCOE immediately of any changes. Notification is to be made on an Employee Information Form (EIF). The EIF form and/or employee change form are available in the Payroll and Human Resources Departments.

Name changes can only be made with proof of a revised social security card. All official business with employees shall be conducted under the name indicated on the current social security card on file in the Payroll Department.

## **XIII. EVALUATIONS**

### ***A. Purpose of Evaluations***

Regular written evaluations are an important factor in good supervision. Employees who are performing well should receive positive feedback. Employees whose performance is not satisfactory need guidance in order to improve. Click [here](#) for an example of the Evaluation Form.

### ***B. Frequency of Evaluations***

1. Employees shall be evaluated annually. More frequent evaluations may occur as deemed necessary or desirable by management.
2. Probationary employees may be evaluated at the discretion of management during the twelve-month probationary period.

### ***C. Evaluation Conference***

The results of each evaluation shall be reviewed with the employee at a scheduled conference. The conference will be of sufficient length to provide for a full review of the evaluation and any questions the employee may wish to ask. The supervisor will clearly point out any expected changes in performance that will be reviewed as part of the next evaluation. The employee will have an opportunity to attach written comments to the evaluation. A signature on the evaluation document by the employee acknowledges only that they have received the evaluation and that it will be placed in their personnel file.

## **XIV. HARASSMENT**

### ***A. General***

1. SJCOE prohibits any form of unlawful discrimination against its employees by managers, co-workers, agents, members of the public or others. Accordingly, SJCOE strictly prohibits unlawful harassment. This includes harassment based on sex, race, or any other protected class under applicable laws. Harassment may consist of verbal, physical or visual types. Any employee that feels that they have been the victim of prohibited harassment should

contact their supervisor or the Human Resources Department immediately. There shall be no retaliation against an employee that reports employee harassment.

2. Complaints of harassment will be promptly investigated and employees found in violation of this policy are subject to discipline, up to and including termination. Supervisors and managers have an affirmative duty to stop and report any observed incidents of employee harassment.

## **B. *Sexual Harassment***

1. Sexual harassment of or by any employee shall not be tolerated. SJCOE considers sexual harassment to be a major offense that will result in disciplinary action or dismissal of the offending employee.
2. Pursuant to Education Code 212.5, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature constitute sexual harassment when:
  - a. Submission to the conduct is made either an explicit or implicit condition of employment, status or promotion.
  - b. Submission to, or rejection of, the conduct is used as the basis for an employment decision affecting the harassed employee.
  - c. The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.
  - d. Submission to, or rejection of, the conduct is the basis for any decision affecting benefits, services, honors, programs or other available activities.
3. An employee who feels that they are being harassed is encouraged to immediately report such incident to the employee's immediate supervisor, the immediate supervisor of the accused employee or the Human Resources Department without fear of reprisal. The Human Resources Director shall be informed of all such complaints and will assist in the investigation and resolution of complaints.
4. Complaints involving sexual harassment shall be processed by using the complaint procedures outlined in [Policy 1312.1](#), but shall not require any action that would cause the employee to resolve the complaint directly with the offending person.

## **XV. HOLIDAYS**

### **A. *Holidays***

SJCOE provides employees with the following paid holidays:

1. Independence Day\*
2. Labor Day
3. Veterans Day
4. Thanksgiving Day

5. Day after Thanksgiving
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. Martin Luther King Jr. Day
11. Lincoln's Day
12. Washington's Day
13. Memorial Day

*\*Refer to Article XXXIV, Work Schedule, Section G-2 for less than 12-month employee eligibility.*

**B. *Celebration Day***

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

**C. *Eligibility for Holiday Pay***

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

**D. *Part-time Holiday Pay***

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

**E. *Holiday Pay***

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

**XVI. INTERNET/E-MAIL**

**A. *Internet***

The internet provides a tool for employees to gain immediate access to information and resources.

While using the Internet, employees are expected to follow correct procedures and rules for using

the network. Individuals have no privacy whatsoever when using any SJCOE provided computer/network. SJCOE can and, in its sole discretion, will intercept and store any and all of your computer use, including e-mail, word processing, Internet, and other communications, regardless of whether the communications are personal, business, or otherwise. SJCOE monitors the network at all times. Excessive use for personal desire may result in disciplinary action and/or termination of access privileges. Employees shall be required to sign the SJCOE Acceptable Use Policy and Computer Use Agreement.

**B. *E-Mail***

E-mail accounts are provided to employees as a tool to communicate and correspond while performing their duties. E-mail accounts are the property of SJCOE, not individuals, regardless of whether the communications are personal, business, or otherwise. Employees are expected to adhere to SJCOE guidelines. Misuse of e-mail may result in disciplinary action and/or termination of access privileges.

**XVII. LAYOFFS/REEMPLOYMENT**

**A. *General***

A layoff for the purpose of this section shall be considered as an involuntary separation or reduction of hours of a permanent or probationary employee due to lack of funds and/or lack of work.

**B. *Order of Layoff***

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

**C. *Equal Seniority***

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

**D. *Notice of Layoff***

1. After Superintendent action has been taken on a layoff, a written notice of layoff shall be given to affected employees no less than sixty (60) calendar days prior to the effective date of layoff.
2. When, as a result of the expiration of a specially-funded program, classified positions must be eliminated at the end of any school year and classified employees will be subject to layoff, the employees to be laid off at the end of such school year shall be given written notice on or before April 29<sup>th</sup> informing them of their layoff effective at the end of such school year and of their displacement rights and reemployment rights, if any. However, if the termination date of any specially-funded program is other than June 30, such notice shall be given no less than

sixty (60) days prior to the effective date of layoff. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, or layoff for lack of work resulting from causes not foreseeable or preventable by SJCOE, without the notice required in this section.

3. When as a result of a bona fide reduction or elimination of the service being performed by a department, classified employees shall be subject to layoff for work, affected employee shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

#### ***E. Bumping Rights***

1. Employees whose positions are eliminated maintain the right to displace other employees in the classification with less seniority. In lieu of layoff, senior employees have the right to bump a less senior employee in a lower classification in which the first employee has previously served. An employee who is being laid off may voluntarily accept a reduction in assigned time in lieu of layoffs. Assigned time means the number of hours per day, days per week, or days per year worked by the employee. The senior employee does not have a right to reassignment into a position with greater assigned time, unless a vacancy exists. The right to reassignment to a position with less assigned time shall be based on seniority.
2. Employees also shall have the right to bump less senior employees serving in lower included classifications. "Lower included classifications" are those which have duties that are included or encompassed in the duties designated for another class. For example, a Senior Administrative Assistant would have bumping rights to be reassigned as an Administrative Assistant.
3. Displacement rights must be exercised within ten (10) workdays of notice of layoff.

#### ***F. Seniority for Bumping***

Seniority, for the purpose of determining bumping rights, shall be determined by SJCOE date of hire.

#### ***G. Salary Placement for Employees Exercising Displacement Rights***

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

#### ***H. Layoff in Lieu of Bumping***

An employee who elects layoff in lieu of bumping maintains their reemployment rights.

***I. Reemployment Rights***

1. Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available. Their reemployment shall take precedence over any other type of employment in their classification.
2. Employees who, at the time of layoff, take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at their option, returned to a position in their present/former position with the number of hours assigned prior to layoff, as vacancies become available, for a period of sixty-three (63) months, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

***J. Reemployment Notice***

1. An employee, who is laid off and is subsequently eligible for reemployment, shall be notified, in writing, by the Superintendent of opening(s) for which they are eligible. The notice shall be sent by mail to the last known address of the employee.
2. In lieu of mail notice, the Superintendent may elect to give notice by telephone or by personal contact to the person directly involved. If the position is refused or accepted, the Superintendent will confirm such refusal or acceptance by letter to the employee within five (5) days.
3. The Superintendent may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.

***K. Employment Response***

1. An employee shall send notification to the Superintendent of their intent to accept or refuse reemployment within five (5) working days from the date of the reemployment notice. Failure to respond within that time shall result in the employee's name being removed from the reemployment list.
2. If the employee is contacted by telephone, or other personal contact is made, they must accept the position within five (5) calendar days or it is deemed declined. If the employee accepts reemployment, they must be willing and able to report to work within twenty (20) working days following notice of reemployment. If the employee accepts reemployment but fails to report to work within twenty (20) working days following notification of employment, they will be removed from the reemployment list. Such removal shall not apply in cases of illness or emergencies. An employee who has received and declined two offers of reemployment in the classification from which laid off, with the same or more hours than those assigned at the time of layoff, shall be removed from the reemployment list. An employee who has received and declined reemployment to a lower, or equal classification with fewer hours assigned at the time of layoff, shall continue their status on a reemployment list for the original thirty-nine (39) month period.

**L. *Employment in Other Classifications***

1. The employee on a reemployment list shall have the right to apply for promotional positions and other vacancies within the filing period specified. An employee on a reemployment list shall be notified by mail of promotional and other vacancy opportunities for which they are eligible.

When, in the judgement of management, all other factors are equal, an employee on a reemployment list shall be given hiring preference over an individual who is not an employee of SJCOE.

2. A copy of the promotional and vacancy opportunity shall be emailed to employees on the same day as the notice is posted on [www.edjoin.org](http://www.edjoin.org).

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

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

**N. *Maintenance of Sick Leave Balance***

An employee laid off and subsequently reemployed by the Superintendent within 39 months following the effective date of layoff shall be credited with their sick leave balance at the time of separation.

**XVIII. LEAVES**

**A. *Sick Leave Accumulation***

1. Employees shall earn sick leave at the rate of one day per month (allocated annually in July) of service in paid status (to be prorated on hours worked per day) based on the employee's defined work year (see Article XXXIV, Section G, Employee Schedule).

Employees' sick leave allocation shall be as follows:

- a. 12 Months = 12 Days
- b. 11 Month = 11 Days
- c. 10 Months = 10 Days
- d. School Term = 10 Days

2. Employees may accumulate sick leave without limitation.

**B. *Use of Sick Leave***

1. An employee may use sick leave with pay when absent for health reasons. Verification of illness or injury is required for the use of more than nine (9) consecutive workdays of sick leave. SJCOE may require a verification of illness or injury, as management deems



appropriate, including an independent medical examination by a physician selected and paid for by SJCOE. Failure to comply with a request for verification of illness or injury or providing false information may be grounds for disciplinary action.

2. When sick leave is exhausted, all available leaves will be utilized before salary reduction.

**C. *Return from Extended Illness or Injury***

Employees returning to work from an extended illness or injury absence (including surgery/medical procedure) shall be required to present a medical practitioner's release to return to duty. If there is a doubt as to the employee's ability to return to duty, SJCOE may require an examination by a qualified physician selected and paid for by SJCOE.

An extended period shall be considered a period that exceeds nine (9) consecutive workdays.

**D. *Conversion of Sick Leave to Retirement Credit***

An employee may convert unused sick leave to retirement credit for a qualified retirement (PERS and STRS) to the extent authorized by their system retirement.

**E. *Reporting an Injury, Illness or Absence***

Prior to the start of the workday, employees shall, at a minimum, report absences to Frontline by telephone at (800) 942-3767 or online at <http://www.sjcoe.net/frontline> stating the reason for the absence and the type of leave requested (sick leave, emergency personal necessity, jury duty, or bereavement leave). If you experience difficulty in reporting your absence, contact Human Resources at (209) 468-4863.

In addition, employees must comply with reasonable rules and regulations of the department where assigned relative to the advance reporting of absence.

**F. *Absence Reports***

Absences shall be reported on the monthly attendance forms and submitted to Business Services/Attendance no later than the 5<sup>th</sup> of the following month.

**G. *Return to Work with Modified/Light Duty***

Temporary modified or light duty assignments shall be designed to accommodate medical restrictions specified by the employee's physician. Modified or light-duty assignments are intended to address short-term medical restrictions and will normally not exceed sixty (60) calendar days.

A Modified/Light Duty Assignment Form, Policy 4213.4, shall be completed with the employee's immediate supervisor and must have the approval of Human Resources prior to modification. Employees given approval shall receive written notification of assignment.

## **H. *Transfer of Sick Leave***

Employees shall be allowed, within one year of hire date, to transfer sick leave balances earned at any California public school district, county office of education, community college or other public agency allowed by law.

## **I. *Extended Disability Leave (Differential Pay)***

This section shall pertain only to classified employees who are not covered by a collective bargaining agreement.

When an employee is absent from their duties on account of illness or accident for a period of 100 working days or less, whether or not the absence arises out of or in the course of employment, the employee shall be compensated at 50% of the employee's regular salary.

The 100 working days shall commence at the exhaustion of all other available leaves. The 100 working days may be intermittent throughout the fiscal year.

Differential pay shall be limited to a maximum of 100 working days per school year (July 1 to June 30) and shall not accumulate from year to year. The 100 working days for part-time employees shall be limited to the average hours scheduled per day.

When an employee is on a continuous absence which crosses into a new fiscal year, differential pay will continue until the employee returns to active duty or until the remainder of the prior year 100-day allocation is exhausted, whichever comes first.

Sick leave or other leaves that are earned with the new fiscal year during the time that the employee is on differential leave will not be credited until the employee returns to active duty.

At the exhaustion of all leaves, the employee will be terminated and placed on the 39-month reemployment list.

## **J. *Leave Exhausted/39-Month Reemployment***

When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. During the thirty-nine (39) month period, with a medical practitioner's release to return to duty, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.

## **K. *Maternity Leave***

A maternity leave may be requested to begin at any time after pregnancy is confirmed. Except in an emergency, the employee is expected to provide at least thirty (30) days advance notice. The employee may work as long as she can perform all duties and responsibilities as confirmed by her physician or medical practitioner. If there is a reasonable doubt, SJCOE may require an examination by a qualified physician selected and paid for by SJCOE.

**L. *Returning from Maternity Leave***

The employee may return as soon after the termination of pregnancy as she wishes, provided she presents a confirmation from a physician or a medical practitioner that she can perform all duties and responsibilities safely. If there is a reasonable doubt, SJCOE may require an examination by a qualified physician at SJCOE's expense. The employee shall give SJCOE at least ten (10) working days advance notice of the date she wishes to return.

**M. *Family Medical Leave Act***

1. Federal law provides for up to twelve (12) weeks of unpaid leave for qualified employees due to certain health care or family issues. [Policy 4161.8](#) sets forth the full provisions of this leave.
2. Generally, FMLA leave is available to employees who have been employed by SJCOE for at least twelve (12) months and who have worked at least 1250 hours during the past twelve (12) months of employment.
3. Leave may be taken due to:
  - a. Birth of a child
  - b. Adoption or foster placement of a child
  - c. Health care of the employee's spouse, child or parent
  - d. Health condition of the employee
4. The leave is unpaid, but health benefits continue to be paid by SJCOE to the extent that they were paid prior to the leave. Paid leave will run concurrently with FMLA leave, where applicable.
5. In case of Maternity Leave, additional uncompensated leave time may be available for eligible employees under the California Family Rights Act (CFRA) or Pregnancy Disability Leave (PDL). Employees should contact the Attendance Department for additional information on CFRA and/or PDL.

**N. *Immediate Family***

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

**O. *Bereavement Leave***

Up to three (3) workdays of paid bereavement leave shall be granted to an employee in the event of the death of a member of the employee's or spouse's immediate family. Up to five (5) paid workdays shall be granted if travel is out of State or within California and North of 41° latitude or South of 35° latitude. Click [here](#) to view a map of this area.

**P. *Personal Necessity Use of Sick Leave***

1. Accumulated sick leave, up to a maximum of eight (8) days per year (July 1-June 30), may be used by an employee, at their election in cases of personal necessity. If personal necessity leave is exhausted, accrued vacation and compensatory time will be used prior to salary reduction.
2. Emergencies – The employee shall not be required to secure advance permission for leave taken for any of the following reasons:
  - a. Death or serious illness of a member of their immediate family. Members of their immediate family are defined above.
  - b. Accident, involving their person or property, or the person or property of a member of their immediate family.
  - c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order with jurisdiction.
  - d. Emergency Home Repair (that cannot be scheduled during non-duty hours).
  - e. Attending to family emergency or crisis (that cannot be handled during non-duty hours).

3. Other forms of Personal Necessity Leave

In all other cases of personal necessity, prior approval is required. Types of personal necessity leaves that will be considered include, but are not limited to, the following:

- a. Extended Bereavement Leave;
- b. Medical appointments for dependents;
- c. Paternity Leave;
- d. Personal necessity leave shall not be authorized for vacation, recreational or related activities, or to pursue other employment.

4. Verification of Personal Necessity Leave

The employee shall verify on the monthly attendance form that the absence was covered by the reasons stated above.

5. Pre-Approved No Tell Day

During each fiscal year, two (2) days of Personal Necessity Leave could be utilized for any purpose of the employee's choosing. The day is charged as one of the eight allowed personal necessity days per fiscal year and cannot accumulate from year to year.

Employees must submit a Pre-Approved Leave Request form to their supervisor in advance of using the "No Tell" day so appropriate coverage can be obtained and the Attendance Unit can verify the available Personal Necessity balance. The "No Tell" day must be used in a whole day increment.

To use a "No Tell" Day, employees are required to report their absence to Frontline and follow department procedures for absences.

**Q. *Unpaid Leave***

1. Requests for unpaid leave shall be made in writing stating reason for leave and submitted to the immediate supervisor. Requests should normally be submitted at least five (5) working days prior to the commencement of leave. Approval by the Superintendent or their designee shall be through completion of a Human Resource Authorization (HRA) with the written request attached. Such leaves shall not exceed a maximum of one year in duration. SJCOE may grant an unpaid leave upon written request when it is deemed to provide a future value to SJCOE and is not detrimental to the operation. Unpaid leave shall not normally be granted until all earned vacation and compensatory time balances are exhausted.
2. The following types of unpaid leaves are examples of leaves that will be considered:
  - a. Study Leave
  - b. Health or Disability Leave
  - c. Political Leave
  - d. Extended Emergency Leave
  - e. Personal Leave
  - f. Child Rearing Leave
3. Health and Welfare Benefits While on Unpaid Leave

For the months during which an employee is not in a paid status, health and welfare benefits may continue during an unpaid leave at the employee's option and expense. Payments for benefits shall be made monthly in advance and shall be due in the Business Office no later than the 20<sup>th</sup> of the month proceeding the coverage period. Failure to submit premiums to the Business Office on time will result in cancellation of coverage.

**R. *Jury Duty, Subpoenaed Witness Leave***

1. Employees who are called to serve on a jury or as a subpoenaed witness shall be entitled to be absent from duty without loss of pay upon providing verification from the court. The court will provide verification of attendance and fees paid to employee to be attached to the monthly attendance form. Any compensation, excluding travel or meal reimbursement, shall be remitted to SJCOE by automatic payroll deduction the following month.
2. Employees are expected to use the telephone call-in option, ~~or~~ online ~~at~~ <http://www.sjcoe.net/smartfindFrontline> or using the Frontline phone app when being considered for jury selection. Employees will be excused only when their group is called to appear for possible selection. While serving on a jury, the employee is expected to return to work during a recess or when excused early, provided at least three (3) hours of work can be performed.

**S. *Military Leave***

Employees may be granted military leave as provided in the Military and Veterans' Code and [Education Code Section 45059](#).

## ***T. Catastrophic Leave Donation***

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

### **1. Eligibility**

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

### **2. Application**

- a. Requests for receipt of catastrophic leave donation will be processed by Payroll services.
- b. An eligible employee will submit a written request for donations to Payroll Services, accompanied by a medical statement from the attending physician, including a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work.

### **3. Donations Procedure**

- a. Donation of leave will be strictly voluntary; the identity of leave donors will be held in absolute confidence.
- b. Employees may donate accrued vacation, compensatory time or sick leave.
- c. Donations must be made in whole day increments with a minimum of one day.
- d. Donors donating vacation or compensatory time must have an overall vacation/holiday/compensatory leave balance of 120 hours remaining after donated time has been deducted. Donors may donate up to a combined total of 3 vacation and compensatory days per year.
- e. Donors donating sick leave must have a sick leave balance after donation, in an amount not less than the amount of annual sick leave allocation received by the donor. During any fiscal year, the amount of sick time that may be donated shall not exceed one-half the amount of sick leave earned and unused in the previous fiscal year. (Example: In the previous fiscal year, donor earned 12 days of sick leave and used four days, leaving eight days unused. Donor could donate four days.)
- f. Once donated to an individual, donated leave cannot be reclaimed by the donor.
- g. Employees wishing to donate time will submit the Catastrophic Leave Donation Form to Payroll Services. Donation authorizations which do not contain all requested information shall not be processed.
- h. If donations exceed the projected need, donation authorizations will be processed in the order received. Excess donations will be processed if needed, before an additional donation period is scheduled.

- i. Donated credits will be available for use by the recipient on the next payday which falls at least fourteen days after the date of submission to the Payroll Services.
  - j. Donation authorizations will expire after a 12-month period if not used.
  - k. Upon receipt of donation authorizations, the Payroll Services shall take the following actions:
    - 1) Verify that the donating employee has minimum required leave balance required for donation; convert donated time to dollars at the hourly rate of the donor and subtract from designated leave category.
    - 2) Convert donated dollars as computed above to hours at the hourly rate of the recipient, and adds to the recipient's sick leave balance.
    - 3) Notify donor and recipient of changes in leave balances.
    - 4) Retain a confidential file of donation authorizations.
4. Donated time is treated as sick leave accrued by the recipient of the donation.
- a. Donated time does not alter the employment rights of SJCOE or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted in this regulation.
  - b. Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave as if in paid status. Such accrued leave time shall be used prior to additional use of donated catastrophic leave time.
5. Duration
- a. Employees may use donated leave credits for a period not to exceed twelve (12) consecutive months.

***U. Parental Leave***

- 1. Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. This leave is available to employees who have been employed by the County Office of Education for at least twelve (12) months.
- 2. Any employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of maternity or paternity leave (baby bonding) pursuant to Government Code 12945.2 shall receive, for up to twelve (12) work weeks, 50% of their regular salary.
- 3. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such maternity or paternity leave. An employee may take no more than one 12-week period for parental leave during any 12-month period. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Family Medical Leave (FMLA/CFRA).

## **XIX. OUT-OF-CLASS COMPENSATION**

### **A. *Selection***

Employees may be required to perform duties inconsistent with those assigned to their current classification. Selection shall be based on an employee's ability and qualifications.

### **B. *Salary Placement***

Salary adjustment shall be given to employees required to work out-of-class for a period of more than five (5) working days. Placement for an out-of-class assignment shall normally be on a step that provides a minimum 5% increase unless placed on the maximum step of the range. Out-of-class compensation shall not be paid for any absence taken under any leave provisions (i.e. sick leave, vacation). An employee shall be paid out-of-class compensation for holidays.

### **C. *Payment***

Out-of-class compensation pay normally shall be paid on the supplemental payroll, which is issued no later than the tenth day of each month. (See Article XXIX-Salary, Section I, for time sheet instructions and payroll deadlines.)

## **XX. OVERTIME**

### **A. *Approval***

Employees shall not work overtime without the prior written approval of their immediate supervisor. Pre-Approval Request for Overtime Form must be attached to the time sheet.

### **B. *Workweek***

The workweek, for purposes of assigning hours and days of work and calculating overtime, shall be 12:00 A.M. midnight Monday through 11:59 P.M. Sunday.

### **C. *Required Overtime***

Overtime may be required of employees to meet the operational needs of SJCOE.

### **D. *Overtime Compensation***

An employee shall be paid time and one and one half for hours worked in excess of eight (8) hours on a scheduled workday and double time for hours worked in excess of twelve (12) hours worked on a scheduled workday. Overtime worked shall be calculated to the next higher one-quarter of an hour (fifteen (15) minutes). An employee working in excess of forty (40) hours in a workweek shall be paid at the rate of time and one and one half.

### **E. *Payment***

Overtime compensation pay normally shall be paid on the supplemental payroll, which is issued no later than the tenth day of each month. (See Article XXIX-Salary, Section I, for time sheet instructions and payroll deadlines.)



## **XXI. PERSONAL ELECTRONIC DEVICES**

### **A. *Personal Electronic Devices***

Employees' personal devices such as cellular phones, pagers, and hand-held computers must not be allowed to create a disruption in the workplace. Use of such devices should be limited to emergency contact. SJCOE assumes no responsibility for the loss or destruction of such devices.

## **XXII. PERSONNEL FILES**

### **A. *Maintenance of Personnel Files***

The personnel file of each employee shall be maintained in the Human Resources Department. Information in the file is considered confidential and revealed only to authorized personnel. If information that is derogatory in nature is received by the Human Resources Department, the information will not be entered in the file without the employee's signature or statement that the employee refused to sign. The employee will be given an opportunity to review and respond in writing. The employee's response must be submitted within ten (10) working days and will be entered along with the document into the file. An employee may review their personnel file by making arrangements through the Human Resources Department at a time that does not conflict with the employee's work schedule. An employee may authorize, in writing, a designated representative to view their personnel file.

## **XXIII. PROBATION PERIOD**

### **A. *Probation Period***

Each employee filling a vacant position shall be subject to a twelve (12) month probation period. Voluntary transfers shall be subject to a twelve (12) month probation period. Involuntary transfers occurring after the initial twelve (12) month probation period are not subject to a probationary period. Acknowledgement of probation occurs during the new hire orientation/promotion process.

### **B. *Performance Evaluations***

Performance Evaluations of probationary employees may be completed at the discretion of management.

### **C. *Termination or Reassignment During Probation Period***

At any time during the probation period, an employee may be terminated or reassigned without cause. Two weeks' severance pay may be granted in cases of probationary release or in the case of resignation in lieu of termination.

## **XXIV. PROMOTION**

### **A. *Applying for a Promotion***

Employees may complete an application for any posted position that would be considered a promotion. The application must be on file before the final posting date to be given consideration.

**B. Selection**

All applicants for a posted vacancy, including any employee requesting a promotion into the position, will be considered. Selection shall be based on the ability and qualifications of each applicant.

**C. Salary Placement**

Placement shall be based on experience and education as it relates to the position. Initial placement for a promotion shall normally be on a step that provides a minimum five percent (5%) increase unless placed on the maximum step of the range.

**D. Probation**

Promotions are subject to a one-year probationary period. In the event the employee fails to satisfactorily complete the probation period, the employee shall be reassigned to the former classification. (See Probation Period in Article XXIII of this handbook and [Education Code Section 45113](#).)

**XXV. REIMBURSEMENT OF PERSONAL EXPENSES**

**A. Reimbursable Expenses**

Employees shall be reimbursed for authorized expenses incurred in connection with employment at SJCOE in accordance with policies adopted by SJCOE.

**B. Travel Expenses**

SJCOE shall pay expenses for travel incurred by any employee performing authorized services. See Policy 4133 for specific information.

**XXVI. REIMBURSEMENT/LOSS OF PERSONAL PROPERTY**

**A. Loss/Destruction of Personal Property**

SJCOE does not encourage employees to bring personal property or materials to work and does not assume responsibility for loss or destruction of such property except as noted below.

**B. Reimbursement of Personal Property with Prior Approval**

SJCOE shall reimburse an employee for the loss, destruction or damage by fire, burglary or vandalism of personal property used in the schools or offices operated by SJCOE provided that the following terms are met:

1. A Personal Property Use Approval Form (Form E4156.3) is on file with the Director of Operations prior to the loss.
2. The site administrator or immediate supervisor and the employee must have agreed on the value of the property and indicated that amount of the reimbursement shall not exceed the least

of:

- a. The amount of the receipt
- b. The amount stated on the Personal Property Use Approval Form
- c. \$300.00

**C. *Reimbursement of Personal Property without Prior Approval***

SJCOE shall reimburse employees the full cost (not to exceed \$250.00) of replacing or repairing clothing, valuables or other personal property which may be damaged, destroyed, lost or stolen resulting from the following:

1. Efforts at halting or preventing any physical altercation involving a student
2. The protection of students
3. The protection of SJCOE property
4. The protection of SJCOE personnel

**D. *Timeline***

As a condition for reimbursement, employees shall report the loss to the Director of Operations within three (3) working days.

**XXVII. RESIGNATIONS**

**A. *Letter of Resignation***

Employees resigning from employment with the office will be expected to submit a letter of resignation to the Superintendent with copies to the immediate supervisor and the Human Resources Department at least two (2) weeks prior to the termination date.

Letters of resignation should include a brief statement of the reason for leaving and the final termination date. Departments shall be responsible for the completion of an Employee Checkout List and Human Resources may conduct an exit interview with all terminating employees.

**B. *Reinstatement of Permanent Employee after Resignation***

Any permanent classified employee of SJCOE who voluntarily resigns from their permanent position may be reinstated or reemployed by the Superintendent within thirty-nine (39) months after the last day of paid service and without further competitive examination to a position in their former classification as a permanent or limited-term employee, or as a permanent or limited-term employee in a related lower classification or a lower classification in which the employee formerly had permanent status. If the Superintendent elects to reinstate or reemploy a person as a permanent employee under the provisions of this section, they shall disregard the break in service of the employee and classify them as, and restore all the rights, benefits, and burdens of a permanent employee in the classification to which they are reinstated or reemployed.

Salary placement upon reinstatement will be based on salary step at the time of resignation. Credit

towards longevity and vacation increments will not be given for time not served at SJCOE. Notwithstanding Article II, Paragraph D (2) reinstated employees with a total of five (5) years of service shall be eligible for retiree benefits.

## **XXVIII. SAFETY**

### **A. *Safety in the Workplace***

It is the policy of SJCOE that every employee is entitled to work under the safest possible conditions. To this end, every reasonable effort will be made in the interest of injury prevention, fire prevention and health preservation. SJCOE conducts regular inspections of work sites, provides safety instruction, and expects all employees to follow generally accepted safe work practices.

Employees are given information regarding safety in the workplace during the new hire orientation process. Copies of this information may be requested from the Human Resources Department.

All employees are expected to report any unsafe conditions in the workplace to their immediate supervisor.

To ensure our employees a safe and comfortable work environment, it is the policy of SJCOE to provide and maintain a weapon-free work environment. The possession and/or use and/or sale of weapons in the workplace environment by an employee are strictly prohibited. Further, the possession and/or use and/or sale of weapons by employees during any time the employee is on duty, whether in the workplace environment or outside the workplace environment is strictly prohibited unless authorized in writing. Any violation of this policy will result in the imposition of disciplinary sanctions up to and including termination of employment.

The term “work environment” shall mean all common work areas, meeting rooms, conference rooms, offices, elevators, hallways, entrances, exits, employee lounges, stairwells, restrooms, vehicles owned by SJCOE, and all other facilities owned or leased by SJCOE whether indoors or outdoors, parking lots, and grounds. The term “weapon” shall mean: firearm, knife, explosive, ammunition, concealed weapon of any kind, or other dangerous objects, whether real or imitation. The term “imitation” shall mean a replica of a weapon that is a substantially similar in physical properties to an existing weapon as to lead a reasonable person to conclude that the replica is a weapon.

## **XXIX. SALARY**

### **A. *Salary Schedule***

Salary schedules are available in the Human Resources Department or on our website at [www.sjcoe.org](http://www.sjcoe.org).

### **B. *Initial Placement***

Initial placement on the salary schedule normally shall be at the first step. Exceptions to this placement for reasons such as prior salary level and previous experience substantially equal in nature may be approved by a Program Director with concurrence of Human Resources up to Step C. Placement above Step C must be approved by the Superintendent.

**C. Step Increments**

Step increments will occur for part-time and full-time employees on July 1 of each fiscal year. New employees hired before January 1 will advance the first July 1 of employment. Employees hired January 1 through June 30 will advance the second July 1 of employment.

**D. Longevity Increments**

Increments will be effective July 1, based on completed years of service as of June 30. Base pay shall be increased as follows:

<u>Years Completed</u>	<u>Percentage</u>
10 years worked	2.5%
15 years worked	5%
20 years worked	7.5%
25 years worked	10.0%

**E. Career/Professional Development Stipend**

A three-tier classified career/professional development policy provides an annual stipend to be awarded to any classified support staff completing the following degree requirements:

Associate Arts Degree	\$240
Bachelor's Degree	\$600
Master's Degree	\$1,500

The maximum of one stipend shall be paid per employee and shall be based on the highest degree earned. All coursework must be completed by June 30 of the year prior to the awarding of the initial stipend. Official transcripts and/or the official document verifying completion of degree requirements must be attached to Completion of Degree Requirement Form to be received in the Human Resources Department no later than July 20, in order to qualify for the stipend beginning July 1 of the ensuing fiscal year. Eligibility is based on accreditation through Regionally Accredited Institution of Post-Secondary Education. Stipend to be pro-rated based on an 8-hour day full-time equivalent position.

**F. Substitute/Temporary Employees**

Substitutes or temporary employees shall be paid based on the classified salary schedule at the appropriate classification for the duties to be performed.

**G. Regular Payroll**

1. Payday

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

2. Method of Payment

Employees may elect to receive paychecks through electronic deposit to their bank account or by U.S. mail to their home. For direct deposit, the Payroll Direct Deposit Authorization Form must be completed. Mailed paychecks will be postmarked on the designated payday but will not reach employees' home until after the designated payday. Electronic deposits will be posted to the employee's bank account on the designated payday.

### 3. Salary Payment Options

- a. 12-month employees shall receive twelve (12) equal paychecks per year, paid on the end of month regular payroll.
- b. School-term, 10-month, and 11-month employees shall have the following salary payment options:
  - 1) **11/11** – Annual salary divided into eleven (11) equal paychecks. (August current year to June next year.)
  - 2) **11/12** – Annual salary divided into twelve (12) equal paychecks (August current year to July next year.) Funds do not accrue interest and shall not be electronically deposited for the July pay warrant. Any classification change during the school year results back to an 11-month pay schedule (11/11).
  - 3) **12/12** – Annual salary is divided into twelve (12) equal paychecks. (July current year to June next year.) Funds do not accrue interest.
- c. Once a 10-month, 11-month, or school-term employee has been established as a 12/12, they will remain on 12/12 status even though they may cease to work 10 days in July in subsequent years. Such employees may elect to return to 11/11 or 11/12 status.
- d. New Hires' First Paycheck

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

## ***H. Supplemental Payroll***

Payday for overtime, extra assignments, substitute, or temporary services shall be paid on the supplemental payroll which is issued not later than the 10th day of each month.

## ***I. Payroll Time Sheet Instructions***

1. Time in excess of regular contracted assignment for additional or overtime hours is to be reported on a Payroll Time Sheet.
2. It is the employees' responsibility to submit time sheets to the immediate supervisor no later than the 23<sup>rd</sup> of the month. Time sheets submitted after the 23<sup>rd</sup> of the month will be paid on the following end of month payroll.

3. Dates and hours occurring after the 23<sup>rd</sup> of each month will not be paid until the following supplemental payroll. The employee must record the time on next month's time sheet.
4. The supervisor shall submit completed time sheets to the Payroll Department no later than the 28<sup>th</sup> of the month for payment on the 10<sup>th</sup> of the following month.
5. The payroll time sheet is a legal record of hours worked. Employees are responsible for the accuracy of all hours entered on their payroll time sheet and must sign their payroll time sheet at the completion of each pay period. Incomplete/incorrect time sheet reporting may result in the delayed issuance of pay. Falsifying your time sheet or another employee's time sheet may lead to disciplinary action, up to and including termination. Never record time on anyone else's time sheet or let anyone else record time on your payroll time sheet. If you fail to report your time for any reason or have problems reporting your time, notify your supervisor immediately.

***J. Retroactive Payroll***

Whenever a retroactive salary increase is granted, it shall apply only to those employees in active paid status as of the date of adoption and shall apply only to wages paid for services performed during the retro pay period.

***K. Payroll Deductions***

State and federal laws require SJCOE to make mandatory payroll deductions on your behalf. Mandatory deductions include:

1. Federal Income Tax
2. State Income Tax
3. Social Security (FICA) (For PERS qualified employees)
4. Medicare
5. State Disability Insurance (SDI)
6. Public Employees Retirement System (PERS) or Alternative Retirement System
  - a. PERS shall be mandatory when an employee works more than 1,000 hours during a fiscal year. All future services are subject to PERS coverage.
  - b. Alternate Retirement Program – Non-PERS members working less than 1,000 hours per fiscal year will participate in the Self-Insured Schools of California (SISC) alternate retirement program.
  - c. Employees who are current members of State Teachers Retirement System (STRS) may elect to continue STRS membership.
7. SJCOE is required by law to recognize State and Federal income tax liens, court orders and other wage assignments. When SJCOE receives a notice of pending garnishment or wage assignment, the employee will be notified of that deduction.

8. Other deductions may be made from an employee's paycheck with the employee's written authorization, such as:
  - a. United Way
  - b. SJCOE Education Foundation
  - c. Tax Shelter Annuities (such as 403b's, 457, and Roth IRA)
  - d. Selective Credit Unions
  - e. IRS Section 125 Plans
    - 1) Child and Dependent Care Reimbursement
    - 2) Medical Reimbursement
    - 3) Premium Conversion
  - f. Health Savings Account (HSA) when used with High Deductible Health Savings Plan (HDHP)
  - g. Legal Services
  - h. Income Protection (disability insurance)
  - i. Additional Life Insurance
  - j. Voluntary deductions shall not normally be processed unless a minimum of ten (10) employees subscribe.

***L. Advances***

Salary advances shall not be granted.

**XXX. TOBACCO-FREE WORK ENVIRONMENT**

***A. Tobacco -Free Work Environment***

The Superintendent of Schools believes that the maintenance of drug and alcohol-free workplaces is essential to school and district operations. See [Policy 4020 SP and 4020 E](#).

No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations before, during or after school hours at any SJCOE workplace.

To ensure our employees a clean, smoke-free work environment, it is the policy of SJCOE to prohibit smoking or other use of tobacco in all areas within the place of employment, without exception. Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes, electronic hookahs, and other vapor emitting devices, with or without nicotine content, that mimic the use of tobacco products at any time. Exceptions may be made for the use or possession of prescription nicotine products or other FDA-approved cessation aids such as nicotine patches or nicotine gum. This includes all common work areas, meetings rooms, conference rooms, offices, elevators,



hallways, entrances, exits, employee lounges, stairwells, restrooms, parking lots, vehicles owned by SJCOE and all other facilities owned or leased by SJCOE whether indoors or outdoors. Reference Policy 3513.3.

## **XXXI. TRANSFERS**

### **A. *Applying for Transfer***

An employee may apply for a transfer by completing an application for a vacancy prior to the closing date.

### **B. *Selection for Transfer***

All applicants applying for a posted vacancy, including any employee requesting a transfer into the position will be considered. Selection shall be based on the ability and qualifications of each applicant.

### **C. *Administrative Transfer***

Administration may initiate a transfer of an employee to meet operational needs of SJCOE. The employee to be transferred will be given at least five workdays advance notice and the employee may request an opportunity to discuss the transfer with the Human Resources Department and/or Deputy Superintendent.

### **D. *Probation Period***

Voluntary transfers are subject to a probationary period. (See Probation Period in Article XXIII of this handbook.)

## **XXXII. USE OF SJCOE EQUIPMENT**

### **A. *Personal Use of Copy Machines***

Employees may make limited personal use of copy machines and shall reimburse SJCOE at the established rate.

### **B. *Personal Use of Equipment***

SJCOE believes that SJCOE-owned equipment is a valuable resource secured for the purpose of educating students. Providing it does not interfere with the educational program, SJCOE may lend district-owned equipment to bona fide community or charitable organizations. Equipment shall not normally be loaned to individuals, except in cases of unusual circumstances, and only with advance approval of the Superintendent. When equipment authorized for loan requires the services of an operator, the user shall employ the services of a person designated by SJCOE and shall pay such costs as have been set for their hire. The user of SJCOE-owned equipment shall be fully liable for any damage or loss occurring to the equipment or for any damage or loss caused by the equipment during the period of its use and shall be responsible for its safe return. SJCOE equipment may be removed from SJCOE property by staff members only when such equipment is necessary to accomplish tasks arising from their job responsibilities. The consent of the supervisor is required for such removal. A completed Property Loan Approval Form

E3512 shall be filed with the Operations Department. Unauthorized removal of SJCOE equipment from SJCOE property for personal use is prohibited. No SJCOE equipment may be loaned for personal gain of user.

### **XXXIII. VACATION**

#### **A. *Earning Vacation***

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

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

2. Vacation time shall be earned for each month in which the employee is in paid status at least 75 percent (75%) of the scheduled workdays.

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

#### **B. *Eligibility***

Employees shall be entitled to accumulate paid vacation time. During the first year of employment, employees can take only accrued vacation time. Temporary and substitute employees are not eligible for vacation time. After the first year of employment, employees are allowed to take up to 40 hours of current fiscal year vacation in advance of earning for an approved scheduled vacation (not to be used for other types of leave). Employees shall not have a negative vacation balance at June 30.

#### **C. *Use of Vacation***

Requests to use vacation must be submitted on the Employee Pre-Approved Leave Request Form and be approved by the employee's immediate supervisor and confirmed by the Payroll Department. Requests should normally be submitted at least five working days prior to the commencement of vacation. Supervisors may approve vacation requests for any time during the school year (July 1 to June 30), provided departmental operations are not materially affected. Each supervisor may establish a primary period for taking vacations and may formalize the process of processing vacation requests by developing and distributing a vacation calendar for planning purposes. The supervisor may authorize the use of vacation time when an emergency request is received and may cancel an employee's assigned vacation when a departmental emergency develops.

#### **D. *Maximum Vacation Accumulation***

Employees must use at least one-half of earned vacation each school year (July 1 to June 30). An employee will be allowed to accumulate or carry over to the next fiscal year no more than 25 days of paid vacation.

### ***E. Miscellaneous Vacation Regulations***

1. If one or more holidays fall within the scheduled vacation period, one or more additional days of vacation shall be granted.
2. When an employee terminates service with the Office of Education, the employee shall be paid for any days of accumulated vacation to the maximum of twenty-five (25) days.
3. If an employee's authorized use of vacation comes due during a period when they are on leave due to illness or injury, they may request that their vacation dates be changed to sick leave, and the vacation days may be rescheduled at a mutually agreeable time.
4. No leave without pay shall be allowed if an employee has an unused balance of vacation days or compensatory time, except in the case of approved FMLA leave.

## **XXXIV. WORK SCHEDULE**

### ***A. Full-time Assignment***

A full-time employee normally shall be assigned to work eight (8) hours per day for five (5) consecutive days each week.

### ***B. Business Hours***

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

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

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

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

### ***C. Work Shift Change***

Work shifts may be changed by notifying the employee a minimum of five (5) working days before a change. Temporary/emergency work shift changes shall not be subject to the five (5) day notice requirement.

**D. Workweek**

The workweek (for purposes of assigning hours, days of work and calculating overtime) shall be 12:00 a.m. midnight Monday and end at 11:59 p.m. Sunday.

**E. Meal Period**

Each employee working five (5) or more hours per day shall be assigned an unpaid meal period of 30-60 minutes per day.

**F. Break Period**

Each employee shall be assigned a fifteen (15) minute paid break period during each half shift of four to five hours. The break period shall be assigned within one hour of the middle of each shift. Break periods shall not be used to lengthen the lunch period or to shorten the workday or to make up missed time.

**G. Employee Schedule**

SJCOE maintains the following classified work schedules:

1. 12-Month Schedule

12-month Employees work twelve (12) months a year and accrue vacation time to be scheduled off. (See Vacation section for number of days earned). Holiday time is included in the monthly pay schedule with time taken on specified holidays (see Holidays section for specified holidays). Attendance is recorded monthly.

2. All Less-Than-12-Month Schedules

All schedules less than twelve (12) months are based on work calendars for the number of workdays approved by supervisors. Employees' earned vacation days are prorated and included in monthly pay. Eligible holiday days, except for July 4<sup>th</sup>, are included in monthly pay. If an employee is in a paid status for a portion of the working day before July 4<sup>th</sup> or the working day after July 4<sup>th</sup> and it is reported on the monthly attendance report form and work calendar, a time sheet must be submitted for pay for the July 4<sup>th</sup> holiday.

a. 218 Workdays – Paid Holidays & Vacation

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

	<b>Employed Less than 3 Years</b>	<b>Employed 3 to 12 Years</b>	<b>Employed More than 12 Years</b>
Workdays	218	218	218
Holidays	12	12	12
Vacation	9	14	19
<b>Total Compensated Days</b>	<b>239</b>	<b>244</b>	<b>249</b>

b. 198 Workdays – Paid Holidays & Vacation

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

	<b>Employed Less than 3 Years</b>	<b>Employed 3 to 12 Years</b>	<b>Employed More than 12 Years</b>
Workdays	198	198	198
Holidays	12	12	12
Vacation	9	13	17
<b>Total Compensated Days</b>	<b>219</b>	<b>223</b>	<b>227</b>

c. School-Term 183 Workdays – Paid Holidays & Vacation

The School-Term 183 Workdays Schedule is based on student-contact-type positions. There are various school-term calendars based on traditional, year-round, and other calendars. The 183 workdays are based on work calendars approved by departmental supervisors. Monthly positive attendance of actual workdays is required.

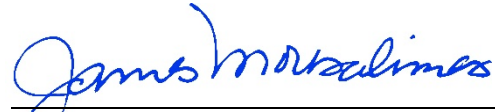
	<b>Employed Less than 3 Years</b>	<b>Employed 3 to 12 Years</b>	<b>Employed More Than 12 Years</b>
Workdays	183	183	183
Holidays	12	12	12
Vacation	8	12	16
<b>Total Compensated Days</b>	<b>203</b>	<b>207</b>	<b>211</b>

## XXXV. WORKERS' COMPENSATION

### A. *Industrial Accident Leave*

1. Employees will be entitled to industrial accident leave as provided by law for personal injury or illness that has qualified for Workers' Compensation.
2. Employees continuously employed in excess of three years shall be eligible for leave not to exceed sixty (60) days during which the schools of SJCOE are required to be in session or when the employee would otherwise have been performing work for SJCOE for the same industrial accident.
3. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used.
4. All work-related injuries should be reported **immediately** to the immediate supervisor. See [Employee/Supervisor Report of Accident/Incident and/or Illness](#) and [Employee's Claim for Workers' Compensation Benefits](#) (DWC Form 1). Detailed regulations regarding Workers' Compensation are posted at each work site. Questions should be referred to Business Services/Attendance.
5. Light/Modified Duty may be temporarily available to eligible employees (See Article XVIII- Leaves, Section G, Return to Work with Light/Modified Duty).
6. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. During the thirty-nine (39) month period, with a medical practitioner's release to return to duty, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations. The employee must have served continuously a period of three years with SJCOE before the benefits provided by this section are made available.

The San Joaquin County Superintendent of Schools hereby has reviewed and approved the Classified Employee Handbook this twenty-sixth day of May 2021.



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James A. Mousalimas  
San Joaquin County Superintendent of Schools