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1 ARTICLE I: AGREEMENT

- 2 1.1 This document shall constitute a binding agreement
3 between the County Superintendent of Schools, the County
4 Board of Education (hereinafter referred to as the "Office")
5 and the California School Employees Association, and its
6 Chapter #428 (hereinafter referred to as the "Central Unit").
- 7 1.2 This Agreement, when signed by the parties hereto,
8 supersedes all other agreements and supplements and
9 represents the sole Agreement between the parties.
- 10 1.3 If, during its term, the parties hereto should mutually agree
11 to modify, amend or alter the provisions of this Agreement
12 in any respect, any such changes shall be effective only if
13 reduced to writing and executed by the authorized
14 representatives of the Office and the Association.

1 ARTICLE II: RECOGNITION

- 2 2.1 The Office recognizes the CSEA as the exclusive
3 representative of the regular probationary and permanent
4 classified employees listed in Appendix A.
- 5 2.2 The determination of new classified or new confidential
6 positions shall be made by the Office after consultation with
7 the Association. Disputed cases shall be submitted to
8 PERB for resolution. The bargaining unit may be expanded
9 to other classes by mutual agreement of the Office and the
10 Association subject to the rules of PERB.
- 11 2.3 Excluded Positions
12 Management Employees, Child Care Employees,
13 Confidential Employees, and Supervisory Employees.

1 ARTICLE III: NON-DISCRIMINATION

2 3.1 Neither the Tulare County Office of Education nor the
3 Association shall unlawfully discriminate against a member
4 of the unit because of actual or perceived age, sex, sexual
5 orientation, gender, ethnic group identification, race,
6 ancestry, national origin, religion, color, or mental or
7 physical disability.

1 ARTICLE IV: DUES CHECK OFF

2 4.1 Check Off:
3 CSEA shall have the sole and exclusive right to have
4 membership dues and initiation fees deducted for
5 employees in the bargaining unit by the Office. The Office
6 shall, upon appropriate written authorization from any
7 employee, deduct and make appropriate remittance for
8 insurance premiums, credit union payments, savings
9 bonds, charitable donation, or other plans or programs
10 approved by the Office. The Office shall pay to the
11 designated payee within five (5) days of the deduction all
12 sums so deducted.

13 4.2 Dues Deduction:

14 It is the mutual intention of the parties that the provisions of
15 this Article protect the rights of individual workers without
16 restricting CSEA's right to require every bargaining unit
17 worker, except those exempt from these provisions, to pay
18 a fair share of the cost of collective bargaining activities.
19 Except as expressly exempted herein, all workers in the
20 bargaining unit who do not maintain membership in good
21 standing in CSEA are required, as a condition of continued
22 employment, to pay service fees to CSEA, in amounts that
23 do not exceed the periodic dues of CSEA, for the duration
24 of this Agreement.

1 ARTICLE V: ASSOCIATION RIGHTS

2 The Association shall have the following rights in addition to the
3 rights contained in any other portion of this Agreement:

4 5.1 The right of access to employees at reasonable times. The
5 term "reasonable times" as used herein means employee
6 rest periods, meal periods, and any time before or after an
7 employee's work day when such an employee is present at
8 his/her work area or site, but is not expected to be
9 performing services on behalf of the Tulare County Office of
10 Education. Brief visits by a Central Unit staff member may
11 be permitted with approval of the immediate supervisor at
12 any time. Any representative of the Central Unit who
13 wishes to enter a school campus during hours in which
14 students are present shall notify the principal's office of his
15 identity and his status as the representative of any
16 employee organization.

17 5.2 The right to use, without charge, institutional bulletin
18 boards, mailboxes, and the use of the Office mail system,
19 and other Office means of communication for the posting or
20 transmission of information or notices concerning CSEA
21 matters. One copy of all materials to be posted shall be
22 provided to the County Superintendent of Schools or site
23 administrator at the time of posting at the facility in which
24 such posting is to take place.

25 5.3 Representatives of the Central Unit shall have the right to
26 utilize County School Facilities for the conduct of meetings
27 with Unit employees. Requests to utilize such facilities
28 shall be made upon forms to be prescribed by the County
29 Superintendent of Schools, and shall be subject to prior
30 requests for the utilization of such facilities by groups
31 entitled to their use under provisions of the Education
32 Code. The Central Unit, when desiring such use of such

1 facilities, shall file with the County Superintendent of
2 Schools the certification required by California Education
3 Code, Section 40057. Meetings conducted in such facilities
4 shall in no way conflict with the work of other employees,
5 and shall in no way conflict with the public school purposes
6 of the Tulare County Office of Education.

7 5.4 The Association representatives will be granted, upon
8 request and when not otherwise in use the reasonable use
9 of typewriters and general duplicating equipment for
10 reproducing material to be used for Association
11 communication.

12 5.5 The Association will reimburse the Tulare County Office of
13 Education for any school materials or supplies used and will
14 pay a rental charge, if applicable, for use of any custodial
15 costs incurred for such meetings that they might call, if such
16 custodial services are provided, if needed beyond the
17 custodian's normal workday.

18 5.6 The Central Unit President shall receive one (1) copy of the
19 official County Board of Education packet at least 48 hours
20 prior to each regularly scheduled County Board of
21 Education meeting. The Central Unit President shall
22 receive one (1) copy of the approved minutes at the same
23 time they are made available to County Board of Education
24 members.

25 5.7 Nothing in this Article shall be construed to provide release
26 time for employees in connection with any of the rights
27 enumerated in this Article.

28 5.8 The right of paid release time is authorized for two (2)
29 official Central Unit delegates to attend the Central Unit
30 Annual Conference not to exceed five (5) days per delegate
31 per year.

32 5.9 Within thirty (30) days after the execution of this contract,

1 the Office shall make available on the HR website, a copy
2 of this contract to every employee in the bargaining unit.
3 Any employee who becomes a member of the bargaining
4 unit after the execution of this Agreement shall be provided
5 with a copy of this Agreement by the Office, at the time of
6 employment. Each employee in the bargaining unit shall be
7 provided by the Office, access via the HR website, a copy
8 of any written changes agreed to by the parties to the
9 Agreement during the life of this Agreement. If an
10 employee does not have access to Internet, the employee
11 may request a copy of the Agreement.

12 5.10 The right to be supplied with a complete seniority roster of
13 all bargaining unit employees within 90 days of the
14 execution of this Agreement and annually, thereafter, upon
15 request. The roster shall indicate the employees present
16 classification and primary job site, date of hire, and hours of
17 service in classification.

18 5.11 An employee shall have the right to have a CSEA
19 Representative present when the employee is required to
20 meet with the administration to discuss a matter that may
21 lead to a disciplinary action.

22 5.12 On-site visits may be made to discuss job functions in
23 connection with a reclassification request subject to prior
24 approval of the employee's immediate supervisor and the
25 Assistant Superintendent, Human Resources, which shall
26 not be unreasonably withheld.

27 5.13 The Association president or designee shall receive up to
28 fourteen (14) days leave per year for the purpose of
29 conducting Association business.

1 ARTICLE VI: EVALUATION

2 6.1 The performance of each unit member shall be evaluated
3 by the unit member's immediate supervisor.

4 6.2 Probationary employees shall be evaluated at least twice
5 during the twelve (12) month probationary period normally
6 during the fifth (5th) and ninth (9th) months.

7 6.3 Permanent employees shall be evaluated once yearly, no
8 later than May 31 of each school year.

9 6.4 A permanent employee who accepts a promotion and fails
10 to complete the probationary period for the promotional
11 position, shall be employed in the classification from which
12 he or she was promoted.

13 6.5 No evaluation of any employee shall be placed in any
14 personnel file without an opportunity for discussion between
15 the employee and the evaluator. No evaluation shall be
16 made based upon hearsay statements but shall be based
17 only upon the direct observation and knowledge of the
18 evaluator. Any negative evaluation shall include specific
19 recommendations for improvements and on the job
20 assistance where available. The employee shall have the
21 right to review and respond to any derogatory evaluation in
22 accordance with 6.7.2 below.

23 6.6 An employee shall have the right to have a CSEA
24 Representative present if there is evidence that a negative
25 evaluation should occur or if a conference between the
26 employee's supervisor and the employee should be one of
27 a disciplinary nature.

28 6.7 Personnel File:

29 6.7.1 The personnel file of each employee shall be
30 maintained at the Office's central administration
31 office. No adverse action of any kind shall be
32 taken against an employee based upon materials

1 which are not in the personnel file.
2 6.7.2 Employees shall be provided with copies of any
3 derogatory written materials ten (10) workdays
4 before it is placed in the employee's personnel file.
5 The employee shall be given an opportunity during
6 normal working hours and without loss of pay to
7 initial and date the material and to prepare a
8 written response to such material. The written
9 response shall be attached to the material.
10 6.7.3 An employee shall have the right to examine
11 and/or obtain a copy of any material from the
12 employee's personnel file with the exception of
13 material that includes ratings, reports, or records
14 which were obtained prior to the employment of the
15 employee involved, at times when the employee is
16 not required to render services to the Office.
17 6.7.4 All personnel files shall be kept in confidence and
18 shall be available for inspection only to other
19 employees of the Office when actually necessary
20 in the proper administration of the Office's affairs or
21 the supervision of the employee. The employee's
22 personnel files shall be available for examination
23 by the employee or his/her Association
24 representative if authorized in writing by the
25 employee.
26 6.7.5 Any person who places written materials or drafts
27 written materials for placement in an employee's
28 file shall sign the materials and signify the date on
29 which such material was drafted. Any written
30 materials placed in a personnel file shall indicate
31 the date of such placement.

1 ARTICLE VII: HOURS

2 7.1 Work Week:

3 The regular workweek for full-time members shall consist of
4 five (5) consecutive days, of eight (8) hours per day and
5 forty (40) hours per week. This Article shall not restrict the
6 extension of the regular workday or work week on an
7 overtime basis when such is necessary to carry on the
8 business of the Office.

9 7.2 Workday:

10 The length of the workday shall be designated by the Office
11 for each classified assignment in accordance with the
12 provisions set forth in this Agreement. Each bargaining unit
13 employee shall be assigned a fixed, regular, and
14 ascertainable number of hours.

15 7.3 Adjustment of Assigned Time:

16 Any employee in the bargaining unit who works an average
17 of fifteen (15) minutes or more per day in excess of his/her
18 regular part-time assignment for a period of twenty (20)
19 consecutive working days or more shall have his/her
20 regular assignment adjusted upward to reflect the longer
21 hours, effective with the next pay period. This adjustment
22 does not apply to a part-time employee who substitutes for
23 another part-time employee on an approved leave.

24 7.4 Lunch Periods:

25 All unit members who are on duty for six (6) hours shall be
26 entitled to a duty-free lunch period of no longer than one (1)
27 hour per day, as scheduled by their immediate supervisor.

28 7.5 Rest Periods:

29 All bargaining unit employees shall be granted rest periods
30 which insofar as practicable, shall be in the middle of each
31 work period at the rate of fifteen (15) minutes per four (4)
32 hours worked.

1 7.6 Work Year:
2 The County Superintendent of Schools shall designate the
3 work year for each classified position and the employee
4 shall be notified by June 30 of each year.

5 7.7 Overtime:
6 The Office shall provide compensation or compensatory
7 time off at a rate equal to one and one-half (1 ½) times the
8 regular rate of pay for unit members designated in advance
9 by the Office and authorized to perform such overtime. An
10 employee in the bargaining unit shall have the option to
11 elect to take compensatory time off in lieu of cash
12 compensation for overtime work. Such election shall be
13 submitted in writing to the immediate supervisor within five
14 (5) working days following the day the overtime was
15 worked. Compensatory time off shall be granted at the
16 appropriate rate of overtime in accordance with provisions
17 of the Article. Overtime is any time required to be worked
18 in excess of eight (8) hours in any one workday or any time
19 in excess of forty (40) hours in any workweek. For the
20 purpose of computing the number of hours worked, time
21 during which the unit member is excused from work
22 because of holidays, sick leave, vacation, compensated
23 time off, or other paid leaves of absence, shall be
24 considered as time worked by the unit member.

25 7.7.1 Employees will complete an Authorization for
26 Overtime form when they have been requested by
27 their supervisor to work overtime. The employee
28 will have the opportunity to choose whether to
29 receive reimbursement for the overtime in the form
30 of pay or compensatory time. If the employee
31 chooses to receive pay, the employee will
32 complete a time sheet and submit the time sheet

1 with the Authorization for Overtime form to Human
2 Resources. If the employee chooses to receive
3 compensatory time, the Authorization for Overtime
4 form will be completed and sent to Human
5 Resources. Human Resources staff will log the
6 hours earned in the absence system. The
7 employee will submit absence slips to Human
8 Resources showing the compensatory hours
9 taken.

10 7.8 Distribution of Overtime:
11 Overtime shall be distributed and rotated equally among
12 qualified employees in the bargaining unit within each
13 department or site. Authorization and allocation of any
14 overtime shall rest solely with the Office. Any employee
15 requested or required to work overtime by his/her
16 immediate supervisor shall be entitled to overtime pay or
17 compensatory time off.

18 7.9 Compensatory Time Off:
19 Compensatory time shall be taken at a time mutually
20 acceptable to the employee in the bargaining unit and the
21 Office within twelve the fiscal year in which it was earned
22 and must be taken in a minimum of thirty (30) minute
23 increments. If the compensatory time has not been taken
24 within the fiscal year in which it was earned, the Office shall
25 pay the employee for all such time at the appropriate rate of
26 pay based on the employee's rate of pay at the time earned
27 in July's payroll for 12-month employees and in August's
28 payroll for 10 or 11-month employees.

29 7.10 All hours worked on the 6th and 7th day shall be
30 compensated at the overtime rate.

31 7.11 Special Assignments for Job Classifications not Specifically
32 Named as Classified Positions in the Bargaining

Agreement:

7.11.1 Employees may be requested to provide special services for TCOE other than their regular job, which may begin during their usual workday and extend beyond it. The following provisions shall apply to these special assignments:

7.11.1.1 If the special assignment begins before the end of the employee's regular work day, the period of overlap shall be deemed an unpaid leave from the employee's regular job.

7.11.1.2 If the special assignment is voluntary, occasional or sporadic, and is a completely different kind of work than the employee's regular job duties, the employee shall not be entitled to overtime compensation for any time worked in excess of 8 hours in one day or 40 hours in one week. The employee shall be compensated as follows:

a. For the hours worked in his or her regular job: regular hourly rate.

b. For the hours worked in the special assignment: established hourly rate for the special assignment job.

7.11.2 If the special assignment is ordered or required (i.e., not voluntary), is done on a regular basis, and/or is the same or similar kind of work as the employee's regular job, then the employee shall be

entitled to overtime compensation for any time worked in excess of 8 hours in one day or 40 hours in one week. The employee shall be compensated as follows:

a. For the hours worked in his or her regular job: regular hourly rate.

b. For the hours worked in the special assignment which, when added to hours worked in the regular job, do not exceed 8 in one day or 40 in one week: established hourly rate for the special assignment job.

c. For hours worked in excess of 8/40: one and one-half times the blended hourly rate for the two jobs.

The blended rate shall be calculated by figuring the total amount earned by the employee that week at both jobs, then dividing by the total number of hours worked at both jobs. This gives the weighted average hourly rate for the week. The employee must be paid one and one-half times this blended hourly rate for all overtime hours.

7.11.3 In the alternative, hours worked in excess of 8/40 may be compensated at one and one-half times the established hourly rate for the special assignment job, but only if an agreement to that effect is made before the overtime is worked.

7.11.4 This Article will not apply to employees working out of classification, which is addressed in Article 11.12.

7.12 Summer School

Current 6 hour employees will be given first consideration for summer school employment before employees that are

1 less than 6 hours within each individual program area,
2 based on seniority and their annual evaluation before
3 vacancies are filled from outside the program.

1 ARTICLE VIII: VACATION PLAN

2 All employees in the bargaining unit shall earn paid vacation time
3 under this Article. Vacation benefits are earned on a fiscal year
4 basis--July 1 to June 30.

5 8.1 Unit members are entitled to vacation with pay at the rates
6 to be found in the following schedule:

7 8.1.1 .83 of a day for each month worked during the first
8 three (3) years.

9 8.1.2 1.25 days for each month worked from the
10 beginning of the fourth (4th) year through the tenth
11 (10th) year.

12 8.1.3 1.5 days for each month worked from the
13 beginning of the eleventh (11th) year through the
14 fourteenth (14th) year.

15 8.1.4 1.67 days for each month worked at the beginning
16 of the fifteenth (15) year.

17 8.2 Pay for vacation days for all bargaining unit employees
18 shall be the same as that which the employees would have
19 received had he/she been in a working status. Vacation
20 time for part-time employees shall be prorated.

21 8.3 When an employee in the bargaining unit is terminated for
22 any reason, he/she shall be entitled to all vacation pay
23 earned and accumulated up to and including the effective
24 date of the termination, except that vacation time shall not
25 become a vested right until completion of six (6) months of
26 employment.

27 8.4 Vacations shall be scheduled at times requested by
28 bargaining unit employees so far as possible within the
29 Office's work requirements. Vacation must be requested by
30 an employee on a form provided for that purpose, and the
31 dates of his/her proposed vacation must be approved by
32 his/her immediate supervisor and the administration.

1 8.5 Any vacation days not taken may be carried over from year-
2 to-year with 30 days accumulation for employees working
3 twelve (12) months. Vacation time shall be taken during
4 the fiscal year in which it was earned for unit members
5 working less than twelve (12) months (i.e., Winter and
6 Spring Recess). Any employee who is not able to take time
7 off for vacation and who has more than 30 vacation days
8 accumulated shall either be permitted to carry over the
9 unused vacation or be paid at the end of the year at the
10 option of the Office.

11 8.6 An employee in the bargaining unit may be permitted to
12 interrupt or terminate vacation leave in order to begin
13 another type of paid leave provided by this Agreement
14 without return to active service.

15 8.7 A new employee will be entitled to a percentage of vacation
16 that would be earned in the first month they are employed.
17 The second and ensuing months the employee would be
18 entitled to the vacation rates found in Section 8.1.

19 8.8 When an employee moves from one vacation rate to
20 another per section 8.1, the rate change will occur on the
21 first day of the month in which the new rate is earned.

1 ARTICLE IX: HOLIDAYS

2 9.1 Scheduled Holidays:

3 Employees shall be entitled to paid holidays as follows:

- 4 9.1.1 Independence Day
- 5 9.1.2 Labor Day
- 6 9.1.3 Veteran's Day
- 7 9.1.4 Thanksgiving Day
- 8 9.1.5 Day Following Thanksgiving Day
- 9 9.1.6 Christmas Eve Day
- 10 9.1.7 Christmas Day
- 11 9.1.8 New Year's Eve Day
- 12 9.1.9 New Year's Day
- 13 9.1.10 Martin Luther King, Jr., Day
- 14 9.1.11 Lincoln's Birthday
- 15 9.1.12 Washington's Birthday
- 16 9.1.13 Friday of Spring Vacation in lieu of Admission Day
- 17 9.1.14 Memorial Day

18 9.2 Holidays on Saturday or Sunday:

19 When a holiday falls on a Saturday, the preceding workday
20 not a holiday shall be deemed to be that holiday. When a
21 holiday falls on a Sunday, the following day not a holiday
22 shall be deemed that holiday. When a unit member is
23 required to work on any said holiday, he/she shall be paid
24 compensation, or given compensatory time off for such
25 work, in addition to regular pay received for the holiday, at
26 the rate of time and one-half his/her regular rate of pay.

27 9.3 Holiday Eligibility:

28 Except as otherwise provided in this Article, an employee
29 must be in a paid status during any portion of the working
30 day immediately preceding or succeeding the holiday to be
31 paid for the holiday. Employees in the bargaining unit who
32 are not normally assigned to duty during the Christmas and

1 Spring Recess periods shall be paid for those holidays
2 occurring during those periods provided that they were in a
3 paid status during any portion of the working day of their
4 normal assignment immediately preceding or succeeding
5 the holiday period.

6 9.4 Declared Holidays:

7 Every day declared by the President, the Governor, the
8 County Superintendent of Schools, or the Governing Board
9 as a day of public fast, Thanksgiving, or holiday requiring
10 the closing of the facilities, shall be additional holidays
11 provided that the President, or the Governor also make
12 such dates paid holidays for federal and state employees.

1 ARTICLE X: EMPLOYEE BENEFITS

2 10.1 The Office agrees to provide health, dental, vision and
3 prescription insurance coverage for employees and their
4 dependents (SISC PBC 100-A Plan) not to exceed
5 \$1,415.42 per month for ten-month employees or \$1,179.51
6 per month for 12-month employees for employees eligible
7 for full coverage, and on a pro-rata basis as provided below
8 for the term of this Agreement. Office paid health, dental,
9 vision and prescription insurance coverage shall be paid as
10 follows:

- 11 a. Employees who are regularly assigned to work six
12 (6) or more hours per day five (5) days per week
13 shall be entitled to 100% of the premium paid by
14 the Office of the cost of employee and dependent
15 health, dental and vision insurance;
- 16 b. Employees who are regularly assigned to work at
17 least five (5) hours per day, but less than six (6)
18 hours per day five (5) days per week shall be
19 entitled to 86% payment by the Office of the cost of
20 employee and dependent health, dental and vision
21 insurance;
- 22 c. Employees who are regularly assigned to work at
23 least four (4) per day, but less than five (5) hours
24 per day, five (5) days per week shall be entitled to
25 57% payment by the Office of the cost of employee
26 and dependent health, dental and vision insurance;
- 27 d. Employees who are regularly assigned to work
28 less than four (4) hours per day five (5) days per
29 week shall not be entitled to receive any Office
30 contribution towards the health plan. However,
31 they may purchase the health, dental, vision and
32 prescription insurance coverage at their own

1 expense.

2 e. Effective October 15, 2009, a new employee must

3 work a minimum of 185 days to be eligible for

4 health benefits.

5 The 1992-93 change in pro-rated benefit contribution shall apply

6 only to employees hired on or after November 1, 1992.

7 10.2 Payment of any additional portion of any premium required

8 providing such coverage for such employees or for such

9 employee's dependents ("The difference") shall be the sole

10 responsibility of the individual employee, and, upon receipt

11 by the Office of proper authorization, such payment shall be

12 accomplished by payroll deduction. Any employee who

13 does not pay the difference required to provide such

14 coverage shall not be eligible to receive health, dental and

15 vision insurance coverage as provided herein.

16 10.3 Payment of premiums for the insurance benefits provided

17 by this Article shall, to the extent permitted by the insurance

18 plans, be the sole and complete responsibility of the

19 individual employee when such employee is on an

20 approved, unpaid leave of absence. This benefit may be

21 granted for a period not to exceed twelve (12) calendar

22 months nor selected beyond the termination day of this

23 Agreement.

24 10.4 A term life policy in the amount of \$50,000 shall be

25 provided to each employee within the unit. This benefit is

26 not available to retirees mentioned in 10.5.

27 10.5 The Office agrees to contribute the sum to provide the

28 health insurance package to any employee currently

29 receiving the health insurance package who was hired prior

30 to July 1, 2006, upon retirement at age 55 or over with 15

31 years of Office service or at least twenty (20) years of

32 service in a public school system in California. Said benefit

1 shall continue until the end of the month in which the retiree

2 reaches eligibility for Medicare. Retirees who are eligible

3 for health insurance shall be insured under the plan

4 available to current employees. The Office agrees to

5 contribute the sum to provide the health insurance package

6 to any employee, upon retirement at age 55 or over with 20

7 years of Office service for employees who are hired on or

8 after July 1, 2006, and who are currently receiving the

9 health insurance package prior to retirement. Years of

10 service with the Office, for this provision, include any fiscal

11 year in which the Office paid any portion of the employee's

12 health benefit costs. Said benefit shall continue until the

13 end of the month in which the retiree reaches eligibility for

14 Medicare. Retirees who are eligible for health insurance

15 shall be insured under the plan available to current

16 employees.

17 10.6 Benefits for a spouse or eligible dependent will continue to

18 the end of the month in which the employee or retiree dies.

19 10.7 Disability Insurance:

20 The Office shall provide a fully paid disability insurance

21 plan with a thirty (30) day waiting period and a period of

22 coverage of five years, payments of salary not to exceed

23 100% of salary when combined with leave entitlements and

24 disability insurance benefits. Payments from all sources

25 shall not be in excess of the employee's regular rate of pay.

1 ARTICLE XI: PAY AND ALLOWANCES

2 There will be no salary increases for the 2009-2010 school year.

3 11.1 Regular Rate of Pay:

4 The regular rate of pay for each position in the bargaining
5 unit shall be in accordance with the rates established for
6 each class provided for in Appendix A. The regular rate of
7 pay shall include any shift differential and/or longevity
8 increment required to be paid under this Agreement.

9 11.2 Paychecks:

10 All regular paychecks of employees in the bargaining unit
11 shall be itemized to include all standard deductions.

12 11.3 Frequency - Once Monthly:

13 All employees in the bargaining unit shall be paid once per
14 month payable on or before the last working day of the
15 month. If the normal pay date falls on a holiday, the
16 paycheck shall be issued on the preceding workday.

17 11.4 Payroll Errors:

18 Any payroll error resulting in insufficient payment for an
19 employee in the bargaining unit shall be corrected, and a
20 supplemental check issued, not later than five (5) working
21 days after the employee provides notice to the payroll
22 department.

23 11.5 Special Payments:

24 Any payroll adjustment due an employee in the bargaining
25 unit as a result of working out of class, recomputation of
26 hours, or other reasons other than procedural errors shall
27 be made and a supplemental check issued not later than
28 fifteen (15) working days following notice to the payroll
29 department.

30 11.6 Lost Checks:

31 Any paycheck for an employee in the bargaining unit which
32 is lost after receipt or which is not delivered within five (5)

1 days of mailing, if mailed, shall be replaced not later than
2 five (5) days following the employee's lawful demand of the
3 payroll department for replacement of the check. However,
4 in no event shall an employee's lost paycheck be replaced
5 earlier than ten (10) days from the date it was issued.

6 11.7 Promotion:

7 Any employee in the bargaining unit receiving a promotion
8 under the provisions of this Agreement shall be moved to
9 the appropriate range and step of the new class to insure
10 not less than five percent (5%) increase as a result of that
11 promotion, except that the employee may be placed on the
12 last step of the appropriate range if that is the maximum
13 allowable for that class.

14 11.8 Mileage:

15 Any employee in the bargaining unit required to use his/her
16 vehicle on Office business shall be reimbursed at the rate
17 established by the County Superintendent of Schools and
18 conforming to the rate per mile as approved by the Internal
19 Revenue Service (IRS). All employees shall be assigned a
20 primary work site for the purpose of mileage
21 reimbursement. All mileage shall be reimbursed from the
22 primary work site to other assignments, and back to the
23 primary work site. Employees assigned to two or more
24 work sites shall have the assigned work site closest to their
25 home considered their primary work site for the purpose of
26 mileage reimbursement.

27 11.9 Per Diem:

28 Any employee assigned duties out of the County shall be
29 entitled to receive per diem reimbursement according to the
30 current Office schedule.

31 11.10 Longevity:

32 The Office agrees to additionally compensate long service

1 employees in accordance with Appendix B attached hereto.

2 11.11 Compensation During Required Training Periods:

3 An employee who is required to attend training sessions or
4 otherwise engage in training of any kind in order to continue
5 his/her employment in a position shall receive
6 compensation as follows:

7 11.11.1 When the training occurs during the employee's
8 regularly assigned working hours, the employee
9 shall be paid at his/her regular rate of pay and shall
10 receive all benefits to which he/she is entitled.

11 11.11.2 When the regularly assigned hours and the hours
12 of training combined total in excess of eight hours
13 on a regularly assigned workday, or when the
14 training occurs at any time other than the regularly
15 assigned workweek, the employee shall be paid at
16 the overtime rate appropriate for the day and/or
17 time at which the training occurs. The overtime
18 rate shall be based on the employee's regular rate
19 of pay.

20 11.12 Compensation for an Employee Working Out of
21 Classification:

22 An employee shall not be required to perform duties not a
23 part of his/her classification except as provided in this
24 Section.

25 11.12.1 An employee assigned duties in a higher skilled
26 position than what he/she is regularly employed
27 shall receive a minimum of a 5% increase in salary
28 while performing work during the "out of
29 classification" employment for more than five (5) of
30 fifteen (15) days.

31 11.12.2 In no event shall an employee working out of
32 classification receive less than five percent (5%) an

1 hour above his/her regular rate of pay, except that
2 the employee may be placed on the last step of the
3 appropriate range if that is the maximum allowable
4 for that class.

5 11.13 PERS Benefits:

6 The Office will pick up the total PERS contribution for
7 eligible probationary and permanent employees.

8 11.14 SISK Defined Benefit Plan :

9 After October 1, 1994, all part-time employees shall
10 mandatorily be enrolled in the SISK Defined Benefit Plan
11 with contributions to the plan paid by the Office.

1 ARTICLE XII: EMPLOYEE EXPENSES AND MATERIALS

2 12.1 Tools:

3 12.1.1 The Office agrees to provide all tools, equipment,
4 and supplies necessary to bargaining unit
5 employees for performance of employment duties.

6 12.1.2 Notwithstanding Section 12.1.1, if an employee in
7 the bargaining unit provides tools or equipment
8 belonging to the employee for use in the course of
9 employment, the Office agrees to provide a safe
10 place to store the tools or equipment.

11 12.2 Replacing or Repairing Employee's Property:

12 The Office shall compensate all bargaining unit employees
13 for loss or damage to personal property up to one hundred
14 (\$100) dollars while damaged in the course of employment.
15 Articles to include eye glasses, watches and other related
16 type items.

17 12.3 Safety Equipment:

18 Should the employment duties of an employee in the
19 bargaining unit reasonably require use of any equipment or
20 gear to insure the safety of the employee or other, the
21 Office agrees to furnish such equipment or gear.

22 12.4 Hold Harmless Clause:

23 Whenever any civil action is brought against an employee
24 for any action or omission arising out of, or in the course of
25 the duties of that employee, the Office agrees to pay the
26 costs of defending such action, including costs of counsel
27 and of appeals, if any, and shall hold harmless from and
28 protect such employee from any financial loss resulting
29 therefrom provided such acts of omission are not grossly
30 negligent, or subject the employee to disciplinary
31 measures.

1 ARTICLE XIII: LEAVES

2 This Article contains all leave provisions of this Agreement:

3 13.1 Sick Leave:

4 13.1.1 Sick Leave utilization shall be for an employee's
5 own physical and mental disability absences which
6 are medically necessary and caused by illness,
7 injury, maternity disability or quarantine.

8 13.1.2 An employee, covered by this Agreement, working
9 five (5) days per week for a full calendar year shall
10 be annually entitled to twelve (12) days of leave of
11 absence for the purpose of sick leave utilization.

12 An employee covered by this Agreement working
13 less than full-time shall be entitled to sick leave in
14 the same ration that their employment bears to full-
15 time employment.

16 13.1.3 An employee, covered by this Agreement, working
17 less than a full calendar year shall be annually
18 entitled to the following days of leave for purposes
19 of sick leave utilization:

Number of Work Days (excluding vacation and holidays) based on yearly calendar submitted by program supervisor	Sick Leave Earned
185 - 205 work days	10 days
206 - 226 work days	11 days
227 - 246 work days	12 days

20
21
22
23
24
25
26
27
28
Additional work submitted on a time sheet is
excluded for purposes of calculating sick leave.

29 13.1.4 Regular employees working summer school will
30 receive one (1) additional day of sick leave in July.

31 13.1.5 Employees, upon initial employment, shall be

1 eligible to take not more than six (6) days, or the
2 proportionate amount of sick leave to which they
3 are entitled, until the first day of the calendar
4 month following six (6) months of service. An
5 employee who uses more than six days of sick
6 leave in the first six months of employment will be
7 docked a full day's pay for each additional day of
8 absence. Once the employee completes six
9 months of employment, he/she will be eligible to
10 use the remainder of his/her sick leave.

11 13.1.6 The Office reserves the right to require verification
12 of any period of leave taken because of illness or
13 injury upon probable cause for such verification.
14 Prior written notice of the requirement shall be
15 given the employee.

16 13.1.7 Regular classified employees shall once a year be
17 credited with a total of not less than one hundred
18 (100) working days of paid sick leave, including
19 days to which he/she is entitled under Education
20 Code Section 45191. When such employee is
21 absent from his/her duties on account of his/her
22 own illness or accident for a period of one hundred
23 (100) working days or less, whether or not the
24 absence arises out of or in the course of
25 employment of the employee, the employee shall
26 be compensated at not less than fifty percent
27 (50%) of the employee's regular salary.
28 Employees will use accumulated sick leave to
29 receive full pay for absences charged to sick leave.
30 Upon exhaustion of accumulated sick leave,
31 employees will be paid 50% of their salary for the
32 remainder of the one hundred (100) days. The

1 paid sick leave authorized under this section shall
2 be exclusive of any other paid leave, holidays,
3 vacation or compensating time to which the
4 employee may be entitled. This leave is not
5 cumulative.

6 13.18 An employee who does not complete a given year
7 of service shall be charged for any unearned sick
8 leave (as granted in 13.1.2) used as of the date of
9 termination.

10 13.2 Unpaid Personal Leave:

11 13.2.1 An employee may request a personal leave of
12 absence for reasons enumerated elsewhere in the
13 Agreement.

14 13.2.2 The employee seeking an approved personal leave
15 of absence shall submit a request, including the
16 reasons and any supporting information related
17 thereto, and shall indicate the duration of the
18 length of the requested leave to the County
19 Superintendent of Schools or his designee.

20 13.2.3 For personal absences of five (5) working days or
21 less, the employee shall submit the request
22 described herein to the County Superintendent of
23 Schools not less than five (5) working days prior to
24 the beginning date of the leave. The decision of
25 the County Superintendent of Schools for approval
26 or denial of these requests shall be final.

27 13.2.4 For personal absence in excess of five (5)
28 workdays including the balance of the school
29 semester/year, or a full school semester/year, the
30 employee shall submit the request described
31 herein to the immediate supervisor for
32 recommendation to the Division Assistant

1 Superintendent for his/her recommendation to the
2 County Superintendent of Schools for approval or
3 denial. The decision of the County Superintendent
4 of Schools for approval or denial of these requests
5 shall be final.

6 13.2.5 An employee shall not accept gainful employment
7 while on personal leave of absence without the
8 prior approval of the County Superintendent of
9 Schools.

10 13.2.6 Any personal leave of absence that may be
11 granted under these provisions shall be without
12 compensation. Employees on personal leave of
13 absence in excess of thirty (30) calendar days shall
14 be permitted to participate in the Office insurance
15 program at their expense as provided for in Article
16 X of this Agreement.

17 13.2.7 The employee shall be reinstated to the position
18 classification held prior to the leave of absence or
19 to a position for which the employee is qualified.

20 13.2.8 If the personal leave of absence was granted for
21 personal health reasons, the employee shall be
22 required to submit, prior to return to active duty, a
23 medical statement indicating an ability to assume
24 assigned duties without restrictions or detriment to
25 the employee's physical or emotional well-being.

26 13.3 Industrial Accident and Illness Leave:

27 13.3.1 Effective October 1, 2009, upon completion of one
28 year of service with the Office, an employee shall
29 be eligible for and entitled to sixty (60) days of non-
30 cumulative industrial accident and illness leave per
31 year (Education Code Section 45192).

32 13.3.2 Industrial Accident and Illness Leave shall be

1 granted for illness or injury incurred within the
2 course and scope of an eligible employee's
3 assigned duties. The employee who has sustained
4 a job-related injury shall report the injury on an
5 Office approved accident form to the immediate
6 supervisor as soon as practicable. An employee
7 shall report any illness, in writing, to the immediate
8 supervisor within twenty-four (24) hours of
9 knowledge that the illness is an alleged industrial
10 illness.

11 Requirements for such leave shall be:

12 a. Allowable leave shall be for not more than
13 sixty (60) days during which the schools of
14 the Office are required to be in session or
15 when the employee would otherwise have
16 been performing work for the Office in any
17 one (1) fiscal year for the same accident.

18 b. Allowable leave shall not be accumulated
19 from year to year.

20 c. Industrial Accident or Illness Leave shall
21 commence on the first day of absence.

22 d. When a person employed in a position is
23 absent from his/her duties on account of
24 an industrial accident or illness, he/she
25 shall be paid such portion of the salary
26 due him/her for any month in which the
27 absence occurs as will result in a payment
28 to him/her of not more than his/her full
29 salary.

30 e. Industrial Accident or Illness Leave shall
31 be reduced by one (1) day for each day of
32 authorized absence regardless of a

1 temporary disability indemnity award.
2 f. When an Industrial Accident or Illness
3 Leave overlaps into the next fiscal year,
4 the employee shall be entitled to only the
5 amount of unused leave due him/her for
6 the same illness or injury.
7 g. During any paid leave of absence, the
8 employee shall endorse to the Office the
9 temporary disability indemnity checks
10 received on account of his/her industrial
11 accident or illness. The Office, in turn,
12 shall issue the employee appropriate
13 salary warrants for payment of the
14 employee's salary and shall deduct normal
15 retirement and other authorized
16 contributions.
17 h. Employees returning to service from an
18 industrial accident or injury shall provide
19 medical verification of their release to
20 return to work with or without restrictions.
21 13.4 Personal Necessity Leave:
22 13.4.1 Personal Necessity Leave may be utilized for
23 circumstances which are serious in nature and
24 cannot be expected to be disregarded, which
25 necessitates immediate attention and cannot be
26 dealt with during off-duty hours.
27 13.4.2 An employee may not use more than seven (7)
28 days per year of accumulated sick leave for
29 purposes of approved Personal Necessity Leave.
30 13.4.3 Employees shall submit a request for Personal
31 Necessity Leave approval to the immediate
32 supervisor normally not less than three (3) working

1 days prior to the beginning date of the leave.
2
3 13.4.4 When prior approval is not required, the employee
4 shall make every reasonable effort to comply with
5 Office procedures designed to secure substitutes
6 and shall notify the immediate supervisor of the
7 expected duration of the absence.
8 13.4.5 Personal Necessity may be used for:
9 (1) Death of a member of the employee's
10 immediate family when additional leave is
11 required beyond that provided in Section
12 13.5 of this Article. Immediate family is
13 defined in Section 13.5.2.
14 (2) Illness of a member of the employee's
15 immediate family.
16 (3) Accident involving an employee's person
17 or property, or the person or property of a
18 member of his/her immediate family.
19 (4) Appearance in any court or before any
20 administrative tribunal as a litigant, party
21 or witness under subpoena or any order
22 made with jurisdiction.
23 (5) To attend parent conferences.
24 (6) Such other reasons approved by the
25 Office.
26 Prior approval shall not apply to items 1-4 listed
27 above.
28 13.4.6 An employee may request to attend a local funeral
29 as an office representative.
30 13.5 Bereavement Leave:
31 13.5.1 Every unit member shall be entitled to three (3)
32 days of paid leave of absence, or five (5) days if

1 travel of more than 200 miles, one way, is involved
2 on account of the death of any member of his/her
3 immediate family. This leave shall not be deducted
4 from sick leave. Additional days of absence
5 beyond those described herein may be provided
6 under the terms of Personal Necessity Leave.

7 13.5.2 Members of the immediate family mean the
8 mother, father, stepmother, stepfather,
9 grandmother, grandfather, or a grandchild of the
10 employee or the spouse of the employee, and the
11 spouse, son, stepson, son-in-law, daughter,
12 stepdaughter, daughter-in-law, brother,
13 stepbrother, brother-in-law, sister, stepsister, or
14 sister-in-law of the employee, or any relative or
15 foster child living in the immediate household of the
16 employee.

17 13.5.2.1 A domestic partner may be
18 considered a member of the
19 employee's immediate family if the
20 employee and his/her domestic
21 partner register the domestic
22 partnership with the Secretary of
23 State and provide a *Declaration of*
24 *Domestic Partnership* to Personnel.

25 13.6 Judicial and Official Appearance Leave:

26 13.6.1 Judicial and Official Appearance Leave shall be
27 granted for the purposes of regularly called jury
28 duty, appearance as a witness (in court) other than
29 as a litigant, or to respond to an official order from
30 another governmental jurisdiction for reasons not
31 brought about through the connivance or
32 misconduct of the employee.

- 1 a. The employee seeking an Official
2 Appearance Leave shall submit a request
3 accompanied by the official order for an
4 approved absence to the immediate
5 supervisor on the next working day after
6 the individual knows he/she is to appear.
- 7 b. An employee shall be granted a leave of
8 absence not to exceed the duration of the
9 requirements of the official order for
10 participation and appearance.
- 11 c. An employee granted a leave of absence
12 under these provisions shall be granted
13 Office compensation, which when added
14 to jury or witness fees, shall not exceed
15 the employee's regular Office
16 compensation. The employee shall
17 endorse to the Office the jury or witness
18 fees checks. The Office, in turn, shall
19 issue the employee appropriate salary
20 warrants for payment of the employee's
21 salary and shall deduct normal retirement
22 and other authorized contributions.
- 23 d. Per diem or other travel expense shall be
24 retained by the employee.
- 25 e. When on jury duty, an employee shall
26 present a statement from the jury
27 commissioner or other appropriate official
28 of the court showing the time served on
29 jury duty which shall be attached to the
30 absence form. Upon completion of jury
31 duty, the employee shall return to work.

32 13.7 Personal Business Leave:

1 13.7.1 Each employee shall be entitled to one (1) day in
2 total of paid leave annually for the purpose of
3 conducting personal business. New employees
4 must be employed six (6) months before personal
5 business leave is granted. Leave under this
6 section shall be granted when the employee
7 notifies his/her supervisor in writing forty-eight
8 hours in advance.

9 13.8 General Leaves:

10 13.8.1 When no other leaves are available, a leave of
11 absence may be granted to an employee on a paid
12 or unpaid basis at any time upon any terms
13 acceptable to the Office and an employee.

14 13.9 Conference Leave:

15 13.9.1 Bargaining unit employees may request to attend
16 professional conferences or workshops related to
17 their professional responsibilities by completing
18 required forms. If granted, employees shall
19 receive transportation costs and same per diem in
20 addition to release time without loss of pay.

21 13.10 Catastrophic Leave

22 The Association and the Office establish catastrophic leave
23 with the following provisions:

24 13.10.1 Definitions:

25 "Catastrophic illness or injury" means an illness or injury:

- 26 a. that is expected to incapacitate the receiving
27 employee for an extended period of time beyond
28 the employee's paid leave entitlement, or
- 29 b. that incapacitates a member of the receiving
30 employee's immediate family, which incapacity
31 requires the employee to take unpaid time off from
32 work for an extended period of time to care for that

1 family member, and
2 c. which would create a financial hardship for the
3 receiving employee if he/she were required to take
4 extended time off work because he/she has
5 exhausted all of his or her sick leave and other
6 paid time off.

7 For the purpose of catastrophic leave, "immediate family"
8 means the spouse or domestic partner, child, step-child,
9 foster child, child of the domestic partner, parent or
10 grandparent of the employee, or any other person living in
11 the receiving employee's household.

12 13.10.2 Any employee may donate up to the current year's
13 entitlement of sick or vacation leave to another
14 member of the bargaining unit who meets the
15 criteria above.

16 13.10.2.1 To donate sick leave, a unit member
17 must retain one year's entitlement of
18 sick leave on the books.

19 13.10.2.2 A donating employee may donate a
20 minimum of eight hours of sick leave
21 or vacation hours to another
22 employee who has been deemed
23 eligible to receive this leave.

24 13.10.2.3 Donated sick leave or vacation hours
25 shall be converted for utilization on a
26 hour for hour basis meaning the
27 recipient shall be paid at his regular
28 rate of pay.

29 13.10.2.4 The Office will credit the receiving
30 employee's sick leave account with
31 one day of sick leave or vacation
32 credit from each donating employee

1 in the order in which the donation is
2 received by the Office, and will
3 repeat the process until the receiving
4 employee has received the maximum
5 amount of sick leave credit that
6 he/she needs or may accrue under
7 13.10.3. If, through the initial
8 process of deducting one day of sick
9 leave credit from each donating
10 employee, the receiving employee
11 does not receive sufficient sick leave
12 credit, the Office shall repeat the
13 process by crediting the receiving
14 employee's account with additional
15 sick leave credits from those
16 employees who wish to donate more
17 than one day of sick leave credit.
18 13.10.2.5 Employees may not revoke their
19 donation of sick leave credits.
20 Nevertheless, donated leave not
21 utilized by the recipient prior to return
22 to service shall be returned to the
23 donor.
24 13.10.3 The maximum days allowed to be utilized by one
25 employee shall not exceed their normal annual
26 work year.
27 13.10.4 Employees who are granted the use of donated
28 leave days shall be considered to be in regular
29 paid status and will continue to earn and accrue all
30 contractual and statutory benefits.
31 13.10.5 To utilize this benefit, an employee or the Office or
32 CSEA may submit a request to the County

1 Superintendent of Schools to "call for donations."
2 13.10.6 The County Superintendent of Schools will grant
3 approval of a catastrophic leave request to an
4 employee if the employee's or their family
5 member's illness or injury conforms to the
6 definition of catastrophic illness or injury set forth in
7 this section and the individual's condition is verified
8 by a physician's written statement.
9 13.10.7 If catastrophic leave has been approved for an
10 employee to care for a family member, all accrued
11 paid leave benefits and other paid time off must be
12 exhausted as personal necessity leave, prior to
13 use of catastrophic leave.
14 13.10.8 Any employee returning from catastrophic leave
15 will be reinstated to their former position.
16 13.10.9 An employee on catastrophic leave for his/her own
17 serious health condition is required to provide a
18 fitness-for-duty certificate from their physician
19 before he/she will be reinstated to employment.
20 13.11 Family Medical Leave:
21 An eligible employee shall be entitled to up to 12 work-
22 weeks (prorated for part-time employees) of unpaid leave
23 within a 12 month period for family and medical reasons
24 under the federal Family and Medical Leave Act of 1993
25 and the California Family Rights Act (collectively, "family
26 medical leave"). The following provisions shall be
27 interpreted in accordance with the statutes and regulations
28 governing family medical leave.
29 13.11.1 An employee is eligible if he or she has been
30 employed by the Office for at least 12 months and
31 has provided service at least 1250 hours over the
32 previous 12 months (normally this means a full-

1 time work year, i.e., 182 days x 7 hours = 1274
2 hours). An employee who meets this criteria is not
3 eligible, however, if there are less than 50
4 employees within 75 miles of his or her work site.

5 13.11.2 Family medical leave shall be available for the
6 following purposes:

- 7 a. Birth of the employee's child;
- 8 b. Placement of a child with the employee for
9 adoption or foster care;
- 10 c. Care for the employee's or domestic
11 partner's child, spouse or domestic
12 partner, or parent with a serious health
13 condition;
- 14 d. The employee's own serious health
15 condition that keeps the employee from
16 performing his or her job function.
- 17 e. Military exigency;
- 18 f. Military care giver leave.

19 13.11.3 Family medical leave will run concurrently with
20 other paid and unpaid leave if the reasons for the
21 leave meet the requirements of family medical
22 leave.

23 13.11.4 An employee will be required to provide medical
24 certification whenever a serious health condition of
25 the employee or his or her family member is the
26 reason for the leave. A second or third medical
27 opinion may be required regarding the employee's
28 serious health condition at the Office's expense. In
29 certain circumstances, the employee may be
30 required to provide recertification of his or her
31 serious health condition (e.g., when the duration
32 and/or need for the leave is uncertain). Failure to

1 obtain medical certification when necessary may
2 delay the granting of the leave request until such
3 certification is provided.

4 13.11.5 Where advance notice is possible, an employee
5 must provide 30 days advance written notice of the
6 need for the leave. If the need for the leave is
7 unforeseen, written notice must be given as soon
8 as possible. Failure to provide advance written
9 notice may delay the granting of the leave.

10 13.11.6 An employee taking family medical leave will
11 continue to participate in the Office provided health
12 plan under the same terms and conditions,
13 including any necessary copayments, which
14 applied prior to the first day of the employee's
15 leave. An employee who pays a portion of their
16 health benefits must continue to pay his/her portion
17 of the health benefits during the leave period. If
18 the employee fails to return from the leave for any
19 reason other than the recurrence of continuance of
20 a serious health condition, the employee will be
21 liable to the Office for premiums paid for
22 maintaining the employee's health coverage.

23 13.11.7 An employee may be required to provide periodic
24 reports of his or her status and of his or her intent
25 to return to work while on leave. Such reports may
26 be required as often as every 30 days, unless
27 otherwise specified by the employee's immediate
28 supervisor.

29 13.11.8 An employee on family leave for his or her own
30 serious health condition is required to provide a
31 fitness-for-duty certificate from his or her physician
32 before he or she will be reinstated to employment.

1 ARTICLE XIV: MEDICAL EXAMINATIONS

- 2 14.1 Examinations for tuberculosis shall be obtained by the
3 employee as required.
- 4 14.2 The Office retains the right to have a physical or mental
5 examination of any employee by an Office appointed
6 physician.
- 7 14.3 The cost of any such examination shall be borne by the
8 Office to the extent that such examination is not paid by any
9 medical insurance.

1 ARTICLE XV: JOB REPRESENTATIVES

- 2 15.1 Selection of Job Representatives:
3 CSEA reserves the right to designate the number and the
4 method of selection of Job Representatives. CSEA shall
5 notify the Office in writing of the names of the Job
6 Representatives and the group they represent. If a change
7 is made, the Office shall be advised in writing within ten
8 (10) days of any change.
- 9 15.2 Authority:
10 Job Representatives shall have the authority to file notice
11 and take action on behalf of bargaining unit employees
12 relative to rights afforded under this Agreement upon
13 written authorization of the employee.
- 14 15.3 CSEA Staff Assistance:
15 Job Representatives shall at any time be entitled to seek
16 and obtain assistance from CSEA Staff Personnel, for the
17 purpose of processing grievances and matters related
18 thereto as covered by this Agreement.

1 ARTICLE XVI: GRIEVANCE PROCEDURE

- 2 16.1 A "grievance" shall mean an alleged violation,
3 misapplication, or misinterpretation of a specific provision of
4 this Agreement which adversely affects the grievant. This
5 grievance procedure shall not be used to challenge or
6 change policies, regulation, or procedures of the Office
7 which are not included in this Agreement, nor shall the
8 grievance procedures be used for other matters for which
9 specific methods of review are provided by law, or Office
10 policies, rules, or regulations. A "grievant" is any employee
11 covered by the terms of this Agreement or the Association.
- 12 16.2 Time limits specified at each level shall be considered to be
13 maximums and every effort should be made to expedite the
14 process. The time limits may, however, be extended by
15 mutual agreement.
- 16 16.3 The filing of a grievance shall not reflect unfavorably upon
17 the grievant.
- 18 16.4 An aggrieved person shall seek a solution to his/her
19 problem through at least one informal discussion with
20 his/her immediate supervisor prior to initiating a formalized
21 grievance proceeding as described in Step 1 of 16.14.
- 22 16.5 A reasonable amount of release time shall be provided for
23 conferences and hearings related to grievances.
- 24 16.6 Preparation and investigation of grievances shall occur on
25 the employee's own time.
- 26 16.7 The filing of a grievance shall in no way interfere with the
27 right of the County Superintendent of Schools to proceed in
28 carrying out his/her management responsibilities subject to
29 the final decision of the grievance. In the event the alleged
30 grievance involves an order, requirement, or other directive,
31 the grievant shall fulfill or carry out such order, requirement,
32 or other directive, pending the final decision of the

- 1 grievance.
- 2 16.8 If the Office's authorized representative fails to answer a
3 grievance within the time limit specified in any step of the
4 grievance procedures, the grievant shall have the right to
5 appeal the grievance immediately to the next step of the
6 grievance procedure. If the grievant fails to appeal the
7 grievance within the time limit specified in any step of the
8 grievance procedure, the grievance shall be deemed
9 waived and terminated.
- 10 16.9 A conference shall be held at any level if either party
11 requests one.
- 12 16.10 An employee covered by this Agreement may present a
13 grievance directly and have such grievance adjusted
14 without intervention of the Association as long as the
15 adjustment is not inconsistent with the terms of the
16 Agreement. The Association shall be provided copies of
17 any grievances filed by employees directly and any
18 responses by the Office. Prior to the resolution of any
19 grievance, the Association shall be provided with a copy of
20 the proposed resolution for review. The Association shall
21 be given an opportunity to file a written response to the
22 proposed resolution.
- 23 16.11 The Office shall make available for testimony in connection
24 with the grievance procedure any Office employees whose
25 appearance is requested by the grievant. Any employee
26 witness required to appear in connection with this Article
27 shall suffer no loss of pay.
- 28 16.12 All materials concerning an employee's grievance shall be
29 kept in a file separate from the employee's official
30 personnel file.
- 31 16.13 A day shall be any day the Office is open for business.
- 32 16.14 Group grievances may be filed directly at Step 3.

1 INFORMAL LEVEL
2 The employee shall meet with the immediate supervisor to
3 discuss the potential grievance, in an attempt to resolve it
4 informally. Neither the employee nor the immediate
5 supervisor may bring a conferee to this informal meeting. If
6 the potential grievance is not resolved at this level, the
7 employee may proceed to Step 1.

8 FORMAL LEVEL

9 Step 1. The grievance shall be presented in writing to the
10 employee's immediate supervisor within ten (10) days of
11 the occurrence giving rise to the grievance or within ten
12 (10) days of when the grievant should have reasonably
13 known of the occurrence. A copy of the grievance shall be
14 filed with the Personnel Office. The supervisor shall reply
15 in writing within ten (10) days thereafter after consultation
16 with the Assistant Superintendent, Human Resources.

17 Step 2. If the grievant is not satisfied with the reply in Step
18 1, within five (5) working days after such reply, the
19 grievance shall be presented in writing to the appropriate
20 Administrator or Assistant Superintendent. A copy shall be
21 filed with the Personnel Office. The Administrator or
22 Assistant Superintendent shall reply in writing within five (5)
23 working days thereafter after consultation with the Assistant
24 Superintendent, Human Resources.

25 Step 3. If the grievant is not satisfied with the decision at
26 Step 2, the employee may, within five (5) days, appeal the
27 decision to the County Superintendent of Schools. This
28 written appeal statement shall include a copy of the original
29 grievance, the appeals, and the decision rendered at
30 previous levels, and a clear, concise statement of the
31 reasons for the appeal.

32 16.15 If, upon review, the County Superintendent of Schools

1 determines that he/she is unable to render a determination
2 on the record, he/she may reopen the record for the taking
3 of additional evidence prior to rendering his/her decision
4 which shall be in writing. This is the final administrative
5 review of the grievance procedure.

6 16.16 The employee shall have the right to have a CSEA
7 Representative present at each level of the grievance
8 procedure.

1 ARTICLE XVII: LAYOFF, RE-EMPLOYMENT AND REDUCTION

2 OF HOURS

3 17.1 Classified employees shall be subject to layoff for lack of
4 work or lack of funds. Whenever a classified employee is
5 laid off, seniority within the class shall be determined by
6 length of service. The employee who has been employed
7 the shortest time in that classification plus any higher range
8 classes, shall be laid off first. Re-employment shall be in
9 the reverse order of layoff. If it becomes necessary for the
10 Office to terminate the employment of any employee
11 because of a reduction in the work force, lack of funds, or
12 other involuntary reasons, layoff procedures will be followed
13 and 45 calendar days notice shall be given the employee.
14 A termination interview with the Personnel Department may
15 be scheduled during normal work hours.

16 17.2 The termination date of an employee will be the last actual
17 working day.

18 17.2.1 Layoff Procedures

- 19 a. "Layoff" means a separation from the
20 service because of lack of funds,
21 abolishment of position for lack of work, or
22 other involuntary reasons not reflecting
23 discredit on an employee.
- 24 b. Whenever, because of lack of work or lack
25 of funds, it becomes necessary to layoff
26 permanent and/or probationary
27 employees, such layoffs shall be
28 conducted in accordance with procedures
29 set forth in Education Code Sections
30 45298 and 45308. The names of
31 employees laid off shall be placed on re-
32 employment lists in the reverse order of

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layoff and such eligibility shall continue for
39 months from the date of layoff.

- c. No permanent or probationary classified
employee shall be laid off from any
position while employees serving under
emergency, provisional, or short-term
employment are retained in positions of
the same class.
- d. A short-term employee may be separated
at the completion of an assignment
without regard to the procedures set forth
in this Article.
- e. Probationary and permanent employees
shall be notified in writing at least 45
calendar days prior to the date of layoff
and the notice shall contain the reason
therefor.
- f. In lieu of being laid off, an employee may
elect demotion to any class with the same
or lower maximum salary in which he/she
had previously served under permanent or
probationary status.
1. To be considered for demotion in lieu
of layoff, an employee must notify the
Assistant Superintendent, Human
Resources in writing of such election
not later than ten (10) calendar days
after receiving notice of layoff.
 2. Any employee replaced by such
demotion has the same option of
demotion afforded by this rule as if a
position had been abolished or

1 discontinued.

2 3. Any employee demoted pursuant to

3 this rule shall receive the maximum

4 of the salary range in the class to

5 which demoted provided that such

6 salary is not greater than the salary

7 he/she received in the higher

8 classification at the time of demotion.

9 4. In all cases where employees accept

10 demotion in lieu of layoff, their names shall

11 be placed on re-employment lists for the

12 classes from which they were demoted.

13 5. All service in the classification plus higher

14 classifications in the line of promotion

15 shall count as seniority within the

16 classification. Seniority shall be based on

17 the employee's date of hire rather than the

18 number of hours worked.

19 6. An employee on a re-employment list may

20 decline one offer of re-employment in

21 former class and status. After one refusal,

22 if the employee accepts re-employment,

23 the employee must report to work within

24 ten (10) working days.

25 7. Refusal of an offer of short-term or limited

26 part-time employment shall not affect the

27 standing of any employee on a layoff list.

28 8. Employees on re-employment lists shall

29 be eligible to compete in promotional

30 examinations for which they qualify.

31 17.3 The decision and effects of any reduction in assigned time

32 shall be accomplished through negotiations and in

1 accordance with this Article.

2 17.4 Effective July 1, 1998, seniority will be based upon date of

3 hire. The Office will create a new seniority list. Current

4 employees will be placed on the seniority list based upon

5 their current hours in paid status as of June 30, 1998. If

6 there is a tie, a lot draw will be held to determine seniority.

7 Future employees will be added to the seniority list based

8 upon their date of hire. Future employees in the same

9 classification who are hired on the same date shall lot draw

10 at the time of orientation to determine placement on the

11 seniority list.

1 ARTICLE XVIII: DISCIPLINARY ACTION

2 18.1 Exclusive Procedure

3 _____ Discipline may be imposed on permanent employees in the
4 bargaining units only for just cause. Disciplinary action is
5 defined as dismissal, suspension, demotion, reprimand, or
6 reassignment other than as stated in the Article on
7 Transfer. No disciplinary action shall be taken for any
8 cause which arose prior to the employee's becoming
9 permanent, unless such cause was concealed or not
10 disclosed by such employee when it should have been
11 reasonably assumed that the employee should have
12 disclosed the facts to the Office. Probationary employees
13 serve at the pleasure of the County Superintendent of
14 Schools and are terminable at will. Article XVIII of this
15 Agreement is not applicable to probationary employees.

16 18.2 When the Office seeks the imposition of any disciplinary
17 action, notice of such discipline shall be made in writing
18 and served in person or by certified mail upon the
19 employee.

20 The notice shall include:

21 18.2.1 A statement of the proposed disciplinary action and
22 its effective date.

23 18.2.2 A statement of the cause or causes for such
24 action. A copy of any notice of discipline shall be
25 delivered to CSEA..

26 18.2.3 A statement of the specific acts or omissions upon
27 which the causes are based.

28 18.2.4 A statement that the materials upon which the
29 proposed action is based are attached or available
30 for inspection upon request.

31 18.2.5 A statement of the right to respond, orally and/or in
32 writing prior to the effective date of discipline at an

1 informal meeting (Skelly), a statement that the
2 employee may be assisted in his/her response by
3 a representative of his/her own choosing and a
4 statement that any response will be considered
5 prior to the finalization of the proposed discipline.

6 18.3 Informal Meeting (Skelly)

7 18.3.1 An informal (Skelly) meeting will be scheduled with
8 the employee prior to the effective date of
9 discipline to receive any relevant information the
10 employee wishes to present. All information
11 submitted by the employee in response to the
12 charges shall be carefully considered before the
13 recommendation for disciplinary action is finalized.

14 18.3.2 If an employee does not attend the scheduled
15 informal (Skelly) meeting or submit a response
16 prior to the effective date of discipline, he/she shall
17 be deemed to have waived that right, and the
18 County Superintendent may impose the discipline
19 as of the effective date. The employee shall be
20 given notice of his/her right to a hearing.

21 18.4 Appeal Procedure

22 If, after the informal meeting, the decision of the Office is to
23 proceed with the disciplinary action, a signed Notice of
24 Charges will be served on the employee. The employee
25 may, within five (5) calendar days after receiving the Notice
26 of Charges, appeal the recommended disciplinary action by
27 signing and filing the Demand for Hearing form included
28 with the Notice of Charges. If the employee fails to file the
29 notice of appeal within the time specified, the employee
30 shall be deemed to have waived his/her right to appeal, and
31 the County Superintendent shall order the recommended
32 disciplinary action into effect immediately.

1 18.5 Hearing
2 If a hearing is requested by the employee, the hearing shall
3 be held at the earliest possible date, taking into
4 consideration the established schedule of the County
5 Superintendent or hearing officer and the availability of
6 counsel and witnesses. All hearings shall be heard by a
7 hearing officer except in those cases where the County
8 Superintendent determines to hear the appeal
9 himself/herself. If the appeal is heard by the County
10 Superintendent, he/she shall affirm, modify or revoke the
11 recommended disciplinary action. If the appeal is heard by
12 a hearing officer, he/she shall prepare a proposed decision
13 which will be provided to the County Superintendent. The
14 County Superintendent shall affirm, modify or reject the
15 proposed disciplinary action. The decision of the County
16 Superintendent shall be final.

17 18.6 Emergency Suspension:

18 18.6.1 If the employee's presence presents a clear and
19 present danger to the life, safety, health or property
20 of any student, employee, him/herself, or members
21 of the public, or causes a disruption of County
22 Office activities or affairs as determined by the
23 Office, the Office may immediately suspend the
24 employee from duty with pay for ten (10) workdays.
25 During the ten (10) workdays, the Office shall
26 serve notice and a statement of facts upon the
27 employee who shall be entitled to respond to the
28 factual contentions supporting the emergency.
29 The suspension shall continue unless and until the
30 employee established that such emergency
31 suspension is not necessary or the final
32 disciplinary action is imposed.

1 18.6.2 In cases where the Office has determined that a
2 permanent classified employee should be
3 dismissed or suspended without pay, and that
4 continuation of the employee in active duty status
5 would not be advisable during the time the
6 proceedings are pending (e.g., danger to the life,
7 safety, health or any property of any student,
8 employee, him/herself, or members of the public,
9 disruptive to County Office activities or affairs, or in
10 the best interest of the Office), the Assistant
11 Superintendent, Human Resources, or designee,
12 may order the employee immediately suspended
13 from his/her duties without pay after the informal
14 (Skelly) meeting and following execution of the
15 Notice of Charges. The determination by the
16 Assistant Superintendent, Human Resources, or
17 designee that it would not be advisable to keep the
18 employee on active duty status during the time the
19 discipline proceedings are pending, and that the
20 employee should be suspended without pay, is
21 final.

22 18.6.3 In any action to suspend without pay for ten (10)
23 working days or less, the Office shall serve notice
24 and a statement of facts upon the employee. The
25 notice shall include a statement of the right to
26 respond to the charges, orally and/or in writing at
27 an informal (Skelly) meeting. The notice shall
28 include the time within which the response must be
29 received, and the employee shall be deemed to
30 have waived this right if he/she fails to submit a
31 response or within the required time. The
32 employee may be assisted in his/her response by

1 a representative of his/her own choosing. An
2 employee who is suspended for ten (10) days or
3 less shall not have the right to appeal by way of a
4 hearing before the County Superintendent.

5 18.4 Appeal Procedure:

6 When a notice of disciplinary action has been served on a
7 bargaining unit employee, he/she shall have the right to an
8 informal hearing with the administrator who has signed the
9 statement of charges or his/her designee. If the employee
10 is not satisfied with the decision resulting from that informal
11 hearing, the employee may elect to appeal to the County
12 Superintendent of Schools. A meeting shall be scheduled,
13 not less than ten (10) days after presentation of such
14 appeal. At this meeting, the Office and the employee may
15 present testimony, witness, and any other materials and
16 also be represented by his/her representative. The County
17 Superintendent of Schools shall, within fifteen (15) work
18 days of such hearing, deliver to the employee and his/her
19 representative his/her decision in writing.

20 18.5 Disciplinary Settlements:

21 Any disciplinary action may be settled by mutual
22 agreement. The settlement terms shall be reduced to
23 writing and CSEA shall have five (5) work days in which to
24 review such settlement and an opportunity to comment in
25 writing on the proposal.

1 ARTICLE XIX: RECLASSIFICATION

2 19.1 Definition:

3 Reclassification shall mean the redefining of a position to
4 account for changes in duties, responsibilities or work that
5 alters the nature of the classification of the position.

6 19.2 Filing Period for Reclassification:

7 All requests for reclassifications shall be filed no sooner
8 than March 1 and no later than April 1 of each year. All
9 requests will be negotiated and results will normally be
10 finalized by June 30 of the year received.

11 19.3 Procedures for Request:

12 19.3.1 Request application packet for reclassification from
13 Personnel or CSEA.

14 19.3.2 Submit one (1) completed application packet to
15 Personnel and one (1) copy to the CSEA
16 president.

17 19.4 Salary Placement

18 Negotiated and approved reclassification requests shall
19 normally take effect July 1 of the year received.

20 19.5 Notification

21 The applicant will receive written notification of the results
22 regarding the request for reclassification within five (5) days
23 following the completion of negotiations.

24 19.6 Salary Adjustments

25 Requests for any salary adjustments, other than
26 reclassification, shall be submitted to CSEA during the
27 month of February for research and possible inclusion
28 during regular contract re-openers. Contact the CSEA
29 president for an application for a salary adjustment.

1 ARTICLE XX: TRANSFERS

2 20.1 Definition:

3 Transfer shall be defined as a change of job location, but
4 within the same classification. Transfers may be voluntary
5 or involuntary.

6 20.2 Voluntary Transfers:

7 When the Office determines a position is open and vacant,
8 the Office shall first offer the opportunity to transfer to
9 permanent employees serving in the same classification.
10 Vacancies shall be posted by the Office for not less than six
11 (6) working days at all work locations prior to being filled.
12 All employees in the same classification may apply for
13 transfer to that position by filing a Transfer Request form
14 with the Personnel Department. Transfer requests may be
15 filed at any time and shall be kept on file until June 30 of
16 the year in which it is submitted.

17 20.3 Factors to be Used to Consider Transfer Requests:

18 To be eligible to apply for a transfer, applicants must have
19 had satisfactory evaluations during the year prior to the
20 vacancy occurring.

21 20.4 Full-time unit members requesting transfers to full-time
22 positions shall not be required to test or interview for the
23 transfer position. However, unit members requesting
24 transfers from part-time to full-time positions, may be
25 required to interview for the position.

26 20.5 The Office shall fill the vacant position by selecting one of
27 the six (6) most senior eligible transfer applicants.

28 20.6 Any employee denied a requested transfer shall receive the
29 reasons in writing upon request to Personnel. Such
30 reasons shall be sent no later than six (6) days after the
31 request is made.

32 20.7 Involuntary Transfer:

1 20.7.1 An employee may be transferred within his/her
2 present classification because of surplus staff,
3 because of a change of location of the program, or
4 based upon program needs or the efficiency and
5 effectiveness of operations of the Office as
6 determined by the County Superintendent of
7 Schools.

8 20.7.2 Unless the transfer is because of a change of
9 location of the program, the Personnel Office shall
10 have a conference with the employee, and a
11 representative of the Association, if requested, to
12 consider as fully as feasible the employee's
13 preferences. The transfer shall be made without
14 change in salary rate, anniversary date,
15 accumulated illness leave, accumulated vacation
16 credit or in any other manner reflected adversely
17 upon the monetary rights of the employee.

18 20.8 Medical Transfers:

19 The Office may give alternate work when the same is
20 available to an employee who has become medically
21 unable to satisfactorily perform his/her regular job class
22 duties. The alternate work may constitute demotion, or
23 lateral transfer to a related class for which the employee is
24 deemed qualified by the Office, but it shall be assigned only
25 by mutual agreement with the Office, CSEA, and the
26 employee.

27 20.9 Reassignment

28 20.9.1 A reassignment shall be defined as change from
29 one work site to another in the same program.

30 20.9.2 Employees may submit written requests for change
31 in locations. If such a request can be
32 accommodated without serious negative impact on

1 the programs involved or infringement on the rights
2 of other employees, it shall be considered.
3 20.9.3 The Office shall give each member of the
4 bargaining unit his/her tentative assignment by July
5 15.
6 20.9.4 A reassignment shall not result in the loss of
7 compensation, seniority or any fringe benefits to a
8 member of the bargaining unit.
9 20.9.5 Reassignments shall not be the result of
10 disciplinary action.

1 ARTICLE XXI: PROMOTIONS

2 21.1 First Consideration:
3 Employees shall be given consideration in filling job
4 vacancies which are promotional (i.e. at a higher salary
5 range). Employees should request a conference with their
6 supervisor and division head to discuss the possibility of
7 promotion.
8 21.2 Posting of Notice:
9 Notice of all job vacancies shall be posted on bulletin
10 boards in prominent locations at each Office job site.
11 21.3 Duration of Posting:
12 The job vacancy notice shall remain posted for a period of
13 six (6) working days, during which time employees may file
14 for the vacancy. Any employee who will be on leave or
15 layoff during the period of the posting shall be mailed a
16 copy of the notice by First Class Mail on the date the
17 position is posted, if he/she has left a self-addressed
18 stamped envelope with the Personnel Office for that
19 purpose.
20 21.4 Content of Notice:
21 The job vacancy notice shall include: The job title, a brief
22 description of the position and duties, the minimum
23 qualifications required of the position, the assigned job site,
24 the number of hours per day, regular assigned work shift
25 times, days per week, and months per year assigned to the
26 position, the salary wage, any tests required, and the
27 deadline for filing to fill the vacancy.
28 21.5 Filing:
29 An employee who has served six (6) months or more in
30 his/her present position may file for the vacancy by
31 submitting a written In-House Application (Interest Form) to
32 the Personnel Office within the filing period.

1 21.6 Reasons:

2 An unsuccessful applicant may request in writing the
3 reasons for non-selection from the Personnel Office. Such
4 reasons shall be requested no later than six (6) work days
5 after the position is filled.

1 ARTICLE XXII: SAFETY

2 22.1 Office Compliance:

3 The Office shall make every reasonable effort to conform to
4 and comply with all health, safety and sanitation
5 requirements imposed by State or Federal law or
6 regulations adopted under State or Federal law.

7 22.1.1 All employees shall report unsafe conditions to
8 their supervisor and the Office's Safety Committee.

1 ARTICLE XXIII: MANAGEMENT RIGHTS

2 23.1 The County Superintendent of Schools retains solely and
3 exclusively, all rights, powers and authority exercised or
4 had by him/her prior to the execution of this Agreement
5 except as expressly limited by specific provisions of this
6 Agreement. Without limiting the generality of the forgoing,
7 the right, powers, and authority retained solely and
8 exclusively by the County Superintendent of Schools and
9 not abridged herein include, but are not limited to, the
10 following: To manage and direct its operations and its
11 personnel; to determine the overall goals, objectives, and
12 educational philosophy of its programs and operations; to
13 insure the rights and the educational opportunities of its
14 students; to subcontract; to discontinue work for economic
15 or operational reasons; to increase or decrease the work
16 force and determine the number and kinds of employees
17 and facilities needed; to hire, assign, evaluate, transfer,
18 promote, suspend, and terminate its personnel; to
19 determine its curriculum; to determine, develop, and
20 implement its budget and the procedures therefore; to
21 determine the means, personnel and places of providing
22 services; and to take any action on any matter in the event
23 of an emergency.

24 23.2 All current and future policies, rules and regulations of the
25 County Superintendent of Schools not directly in conflict
26 with this Agreement shall remain in full force and effect,
27 provided that this reference to such policies, rules and
28 regulations, shall not be deemed to make such matters
29 subject to the Grievance Article of this Agreement.

30 23.3 Nothing in this Article shall be construed to limit, amend,
31 decrease, revoke or otherwise modify the rights and powers
32 vested in the County Superintendent of Schools to adopt,

1 amend or rescind such policies, rules and regulations not
2 expressly stated in this Agreement, or that would have the
3 effect of altering this Agreement, or any other powers
4 vested in the County Superintendent of Schools by the
5 California Education Code, by other laws regulating,
6 authorizing, or empowering the County Superintendent of
7 Schools to act or refrain from acting.

1 ARTICLE XXIV: CONCERTED ACTIVITIES

- 2 24.1 The Association, its agent, and the employees it
3 represents, agree that there shall be no work stoppage or
4 any interference with the operations of the Office for any
5 reason whatever during the term of this Agreement.
- 6 24.2 The Association agrees to actively and affirmatively advise
7 and direct in writing any employee or employees engaging
8 in any form of work stoppage or advocating any form of
9 work stoppage to cease such action immediately. A copy
10 of this directive shall be sent to the County Superintendent
11 of Schools.
- 12 24.3 The Association, its agent, and the employees represented
13 by it further understand and agree that there shall be no
14 stoppage of work in sympathy of another group of
15 employees or an employee organization.
- 16 24.4 There shall be no lockout of employees in the unit for the
17 term of the Agreement.

1 ARTICLE XXV: NEGOTIATIONS

- 2 25.1 Prior to the termination of the contract, CSEA shall present
3 its new contract proposals to the County Superintendent of
4 Schools. Both parties agree to comply with the provisions
5 of the Rodda Act and subsequent rules and regulations
6 promulgated by the PERB pertinent to the conduct of
7 negotiations.
- 8 25.2 Commencement of Negotiations:
9 After satisfaction of the public notice requirement,
10 negotiations shall commence at a mutually acceptable time
11 and place for the purpose of considering changes in this
12 Agreement.
- 13 25.3 Release Time:
14 The Association shall have the right to designate up to six
15 (6) employees, who shall be given reasonable release time
16 to participate in negotiations.

1 ARTICLE XXVI: CHOICES After School Consortium Program

2 26.1 Classification and Hours Worked

26.1.1 3 The positions of After School Program Leader and After School
4 Site Coordinator in the After School Consortium Program are grant-
5 funded and are contingent upon the availability of grant-funded
6 monies.

7 26.1.2 The positions of After School Program Leader, After
8 School Site Coordinator, and After School Academic
9 Coach are part-time. An After School Program
10 Leader will work 3.5 hours per day for 180 days. An
11 After School Site Coordinator will work 4.5 hours per
12 day for 182 days. An After School Academic Coach
13 will work 3 hours per day for 180 days.

14 26.1.3 After School Program Leaders and Site
15 Coordinators will be required to attend an additional
16 ten (10) days of training per year in order to continue
17 in his/her employment.

26.2 18 Salary

19 26.2.1 The hourly rate used to compute the salary for an
20 After School Program Leader is \$11.00.

21 26.2.2 The hourly rate used to compute the salary for an
22 After School Site Coordinator is \$13.50.

23 26.2.3 The hourly rate used to computer salary for an After
24 School Academic Coach is \$14.00

25 26.2.4 There will be no changes in hourly rate from one
26 year to another, unless additional money is given to
27 the program by the State of California for that
28 purpose. Any change in hourly rate will be
29 negotiated with CSEA.

30 26.2.5 After School Consortium Program employees are
31 not eligible to receive longevity stipends.

32 26.3 Compensation and Payroll

1 26.3.1 After School Consortium Program employees will be
2 paid per calendar established by the Office. After
3 School Program Leaders will have a 180 day work
4 calendar. After School Site Coordinators will have a
5 182 day work calendar. After School Academic
6 Coaches will have a 180-day work calendar.

7 26.3.2 In addition to their calendar work days, After School
8 Consortium Program employees will also be paid for
9 the following ten (10) holidays: Labor Day,
10 Veteran's Day, Thanksgiving Day, the Friday
11 following Thanksgiving, Christmas Day, New Year's
12 Day, Dr. Martin Luther King, Jr. Day, Lincoln's
13 Birthday, Washington's Birthday, and Memorial Day.

14 26.3.3 In addition to their calendar work days, After School
15 Consortium Program employees will also be paid for
16 vacation days that they would have earned. For
17 employees who work fewer than 35 hours a week,
18 regardless of the number of hours or days worked
19 per week, the vacation compensation shall be
20 computed at the rate of .03836 for each hour the
21 employee is in paid status, not including overtime.

22 26.3.4 If an After School Consortium Program employee is
23 terminated and had been paid vacation days or
24 holidays which were not yet earned at the time of
25 termination of his/her services, the Office shall
26 deduct from the employee's final check, the full
27 amount of salary which was paid for such unearned
28 days of vacation or holidays.

29 26.3.5 After School Consortium Program employees will be
30 paid once per month payable on or before the last
31 working day of the month. If the normal pay date
32 falls on a holiday, the paycheck shall be issued on

1 the preceding workday.

2 26.3.6 Any payroll resulting in insufficient payment for an

3 employee in the After School Consortium Program

4 shall be corrected, and a supplemental check

5 issued, not later than five (5) working days after the

6 employee provides notice to Human Resources.

7 26.3.7 An After School Consortium Program employee who must

8 complete the required training each year to continue his/her

9 employment, will complete a time sheet for the required

10 training for the program, and will be paid at his/her hourly

11 rate of pay.

12 26.4 Benefits

13 26.4.1 After School Consortium Program employees who

14 are assigned at least four (4) but less than five (5)

15 hours per day five (5) days per week shall be

16 entitled to 57% payment by the Office of the cost of

17 employee and dependent health, dental and vision

18 and prescription insurance.

19 26.4.2 Payment of any additional portion of any premium

20 required providing such coverage for such

21 employees or for such employee's dependents

22 ("The difference") shall be the sole responsibility of

23 the individual employee, and, upon receipt by the

24 Office of proper authorization, such payment shall

25 be accomplished by payroll deduction. An After

26 School Consortium Program employee who does

27 not pay the difference required to provide such

28 coverage shall not be eligible to receive health,

29 dental, vision and prescription insurance coverage

30 as provided herein.

31 26.4.3 After School Consortium Program employees who

32 are assigned less than four (4) hours per day five (5)

1 days per week are not eligible to receive health,

2 dental, vision and prescription insurance coverage.

3 26.4.4 After School Program employees not covered by

4 CalPERS will be provided the SISC alternative

5 retirement plan.

6 26.5 Leaves of Absence

7 26.5.1 Sick Leave

8 After School Consortium Program employees shall

9 once a year be credited with a total of not less than

10 one hundred (100) working days of paid sick leave,

11 including days to which he/she is entitled under

12 Education Code Section 45191. When such

13 employee is absent from his/her duties on account

14 of his/her own illness or accident for a period of one

15 hundred (100) working days or less, whether or not

16 the absence arises out of or in the course of

17 employment of the employee, the employee shall be

18 compensated at not less than fifty percent (50%) of

19 the employee's regular salary. Employees will use

20 accumulated sick leave to receive full pay for

21 absences charged to sick leave. Upon exhaustion

22 of accumulated sick leave, employees will be paid

23 50% of their salary for the remainder of the one

24 hundred (100) days. The paid sick leave authorized

25 under this section shall be exclusive of any other

26 paid leave, holidays, vacation or compensating time

27 to which the employee may be entitled. This leave

28 is not cumulative. An employee who does not

29 complete a given year of service shall be charged

30 for any unearned sick leave used as of the date of

31 termination.

1 26.5.1.1 Sick Leave utilization shall be for physical
2 and mental disability absences which are
3 medically necessary and caused by illness,
4 injury, maternity disability or quarantine.
5 26.5.1.2 After School Consortium Program
6 employees shall be entitled to 10 days of
7 sick leave.
8 26.5.1.3 After School Consortium Program
9 employees, upon initial employment, shall
10 be eligible to take not more than six (6)
11 days, or the proportionate amount of sick
12 leave to which they are entitled, until the
13 first day of the calendar month following six
14 (6) months of service.
15 26.5.1.4 The Office reserves the right to require
16 verification of any period of leave taken
17 because of illness or injury upon probable
18 cause for such verification.
19 26.5.1.5 An After School Consortium employee who
20 does not complete a given year of service
21 shall be charged for any unearned sick
22 leave as granted in 26.5.1.2 used as of the
23 date of termination.
24 26.5.2 Personal Necessity Leave
25 26.5.2.1 Personal Necessity Leave may be utilized
26 for circumstances which are serious in
27 nature and cannot be expected to be
28 disregarded, which necessitates immediate
29 attention and cannot be dealt with during
30 off-duty hours.
31 26.5.2.2 An After School Program Consortium
32 employee may not use more than seven (7)

1 days per year of accumulated sick leave for
2 purposes of approved Personal Necessity
3 Leave.
4 26.5.2.3 An After School Program Consortium
5 employee shall submit a request for
6 Personal Necessity Leave approval to
7 his/her immediate supervisor, normally not
8 less than three (3) working days prior to the
9 beginning date of the leave.
10 26.5.2.4 When prior approval is not required, an
11 After School Consortium Program
12 employee shall make every reasonable
13 effort to comply with Office procedures
14 designed to secure substitutes and shall
15 notify the immediate supervisor of the
16 expected duration of the absence.
17 26.5.2.5 Personal Necessity may be used for:
18 (1) Death of a member of the
19 employee's immediate family
20 when additional leave is required
21 beyond that provided in Section
22 26.5.3 of this Article. Immediate
23 family is defined in Section
24 26.5.3.1.
25 (2) Illness of a member of the
26 employee's immediate family.
27 (3) Accident involving an employee's
28 person or property, or the person
29 or property of a member of his/her
30 immediate family.
31 (4) Appearance in any court or before
32 any administrative tribunal as a

1 litigant, party or witness under
2 subpoena or any order made with
3 jurisdiction.
4 (5) To attend parent conferences.
5 (6) Such other reasons approved by
6 the Office.
7 Prior approval shall not apply to items
8 1-4 listed above.

9 26.5.3 Bereavement Leave

10 26.5.3.1 After School Consortium Program
11 employees shall be entitled to three (3)
12 days of bereavement leave, or five (5) days
13 if travel of more than 200 miles, one way, is
14 involved on account of the death of any
15 member of his/her immediate family.
16 Immediate family is defined as the mother,
17 father, stepmother, stepfather,
18 grandmother, grandfather, or grandchild of
19 the employee or of the spouse of the
20 employee, and the spouse, son, stepson,
21 son-in-law, daughter, stepdaughter,
22 daughter-in-law, brother, stepbrother,
23 brother-in-law, sister, stepsister, or sister-in-
24 law of the employee, or any relative living in
25 the immediate household of the employee.

26 26.5.4 Industrial Accident and Illness Leave

27
28
29 26.5.4.1 Effective October 1, 2009, upon completion
30 of one year of service with the Office, an
31 employee shall be eligible for and entitled to
32 sixty (60) days of non-cumulative industrial

1 accident or illness leave per year
2 (Education Code Section 45192).
3 26.5.4.2 Industrial Accident and Illness Leave shall
4 be granted for illness or injury incurred
5 within the course and scope of an eligible
6 employee's assigned duties. An After
7 School Consortium Program employee who
8 has sustained a job-related injury shall
9 report the injury on an Office approved
10 accident form to the immediate supervisor
11 as soon as practicable. An After School
12 Consortium Program employee shall report
13 any illness, in writing, to the immediate
14 supervisor within twenty-four (24) hours of
15 knowledge that the illness is an alleged
16 industrial illness.

17 Requirements for such leave shall be:

- 18 a. Allowable leave shall be for not more
19 than sixty (60) days during which the
20 schools of the Office are required to be
21 in session or when the employee would
22 otherwise have been performing work
23 for the Office in any one (1) fiscal year
24 for the same accident.
- 25 b. Allowable leave shall not be
26 accumulated from year to year.
- 27 c. Industrial Accident or Illness Leave shall
28 commence on the first day of absence.
- 29 d. When a person employed in the After
30 School Consortium Program position is
31 absent from his/her duties on account of

1 an industrial accident or illness, he/she
2 shall be paid such portion of the salary
3 due him/her for any month in which the
4 absence occurs as will result in a
5 payment to him/her of not more than
6 his/her full salary.

7 e. Industrial Accident or Illness Leave shall
8 be reduced by one (1) day for each day
9 of authorized absence regardless of a
10 temporary disability indemnity award.

11 f. When an Industrial Accident or Illness
12 Leave overlaps into the next fiscal year,
13 the After School Consortium Program
14 employee shall be entitled to only the
15 amount of unused leave due him/her for
16 the same illness or injury.

17 g. During any paid leave of absence, the
18 After School Consortium Program
19 employee shall endorse to the Office the
20 temporary disability indemnity checks
21 received on account of his/her industrial
22 accident or illness. The Office, in turn,
23 shall issue the employee appropriate
24 salary warrants for payment of the
25 employee's salary and shall deduct
26 normal retirement and other authorized
27 contributions.

28 h. An After School Consortium Program
29 employee shall be permitted to return to
30 service after an industrial accident or
31 illness only upon the presentation of a

1 release from the authorized Worker's
2 Compensation physician certifying the
3 employee's ability to return to the
4 position classification without
5 restrictions or detriment to the
6 employee's physical and emotional well-
7 being.

8 26.5.5 Judicial and Official Appearance Leave

9 26.5.5.1 Judicial and Official Appearance Leave
10 shall be granted for the purposes of
11 regularly called jury duty, appearance as
12 a witness (in court) other than as a
13 litigant or to respond to an official order
14 from another governmental jurisdiction
15 for reasons not brought about through
16 the connivance or misconduct of the
17 employee.

- 18 a. The After School Consortium Program
19 employee seeking an Official
20 Appearance Leave shall submit a
21 request accompanied by the official
22 order for an approved absence to
23 his/her immediate supervisor on the
24 next working day after the individual
25 knows he/she is to appear.
- 26 b. An After School Consortium Program
27 employee shall be granted a leave of
28 absence not to exceed the duration of
29 the requirements of the official order for
30 participation and appearance.

1 c. An After School Consortium Program
2 employee granted a leave of absence
3 under these provisions shall be granted
4 Office compensation, which when added
5 to jury or witness fees, shall not exceed
6 the employee's regular Office
7 compensation. The employee shall
8 endorse to the Office the jury or witness
9 fees checks. The Office, in turn, shall
10 issue the employee appropriate salary
11 warrants for payment of the employee's
12 salary and shall deduct normal
13 retirement and other authorized
14 contributions.
15 d. Per diem or other travel expenses shall
16 be retained by the After School
17 Consortium Program employee.
18 e. Upon completion of duty, the After
19 School Consortium Program employee
20 shall have the secretary to the court
21 complete a notice of duty termination
22 and return to duty.

23 26.5.6 General Leaves

24 26.5.6.1 When no other leaves are available, a
25 leave of absence may be granted to an
26 After School Consortium Program
27 employee on an unpaid basis upon any
28 terms acceptable by the Office and the
29 employee.

30 26.5.7 Layoff Procedures

31 26.5.7.1 If it becomes necessary for the Office
32 to terminate the employment of an

1 employee in the After School
2 Consortium Program because of a
3 reduction in the work force, lack of
4 funds, or other involuntary reasons,
5 layoff procedures will be followed and
6 45 calendar days notice shall be given
7 the employee. The termination date of
8 an employee will be the last actual
9 working day.
10 26.5.7.2 After School Consortium Program
11 employees shall be laid off and recalled
12 according to seniority within the district
13 where the employee is assigned.
14 26.5.7.3 Seniority within class shall be
15 determined by the date the After
16 School Consortium Program employee
17 was assigned to the class and site.
18 Employees in the class at the site shall
19 lot draw at the time of orientation to
20 determine placement on the seniority
21 list.
22 26.5.7.4 Human Resources shall maintain a
23 layoff list and, unless recalled, an After
24 School Consortium Program employee
25 laid off shall remain on the re-
26 employment list for a period of 39-
27 months.
28 26.5.7.5 An employee in the After School
29 Consortium Program on a re-
30 employment list may decline one offer
31 of re-employment in their former class
32 and site. After one refusal, if the

1 employee accepts re-employment, the
2 employee must report to work within
3 ten (10) working days.
4 26.5.7.6 If an After School Consortium Program
5 employee declines the second offer of
6 employment, the employee shall be
7 removed from the 39-month re-
8 employment list.

9 —

1 ARTICLE XXVII: APPLICATION

2 27.1 If the subject matter of any Office policy or procedure is
3 covered to any extent by this Agreement, then the Office
4 policy and procedure shall not apply to employees
5 covered by this Agreement.
6
7

1 ARTICLE XXVIII: DEFINITIONS

2 28.1 Office

3 "Office" as used in this Agreement shall be deemed to
4 include the Office of Education as an entity, the County
5 Board of Education, the County Superintendent of
6 Schools, and all other members of the Office of
7 Education Management, including management at the
8 level of the school site.

9 28.2 Employee

10 "Employee" as used in this Agreement means an
11 employee in the bargaining unit as described in the
12 Article on Recognition.

13 28.3 Work Day

14 "Work Day" is a day when the central administration
15 office is open to the public.

1 ARTICLE XXIX: SAVINGS

2 29.1 In the event that any provisions of the Agreement shall
3 at any time be declared invalid by final order of the
4 Public Employment Relations Board or a court of
5 competent jurisdiction, such decision shall not invalidate
6 any other provision of this Agreement, and all remaining
7 provisions shall remain in full force and effect.

1 ARTICLE XXX: DURATION AND REOPENERS

2 This Agreement shall become effective on July 1, 2009, and end
 3 June 30, 2012. The Office and Association reserve the right to
 4 meet and negotiate at any time during the school year on contract
 5 issues that may arise during the term of this contract.

6 Requests for Reclassification/Parity

7 No reclassifications/parity will be given for 2009-2010.

8
 9 Dated September 23, 2009

Tulare County Office of Education
 Classified Salary Schedule 2009-10

Appendix A

Range	Class A		Class B		Class C		Class D		Class E	
	Amt.	Hr.	Amt.	Hr.	Amt.	Hr.	Amt.	Hr.	Amt.	Hr.
10	1611	9.29	1696	9.78	1782	10.28	1868	10.78	1962	11.32
11	1661	9.58	1744	10.06	1836	10.59	1921	11.08	2021	11.66
12	1697	9.79	1783	10.29	1880	10.85	1965	11.34	2066	11.92
13	1744	10.06	1836	10.59	1921	11.08	2021	11.66	2118	12.22
14	1783	10.29	1880	10.85	1970	11.37	2066	11.92	2171	12.53
15	1837	10.60	1924	11.10	2026	11.69	2120	12.23	2229	12.86
16	1882	10.86	1972	11.38	2073	11.96	2172	12.53	2283	13.17
17	1928	11.12	2027	11.69	2121	12.24	2231	12.87	2341	13.51
18	1978	11.41	2075	11.97	2179	12.57	2284	13.18	2403	13.86
19	2021	11.66	2118	12.22	2226	12.84	2335	13.47	2452	14.15
20	2075	11.97	2179	12.57	2284	13.18	2403	13.86	2525	14.57
21	2129	12.28	2241	12.93	2345	13.53	2459	14.19	2586	14.92
22	2180	12.58	2289	13.21	2407	13.89	2527	14.58	2651	15.29
23	2241	12.93	2345	13.53	2459	14.19	2586	14.92	2714	15.66
24	2284	13.18	2403	13.86	2525	14.57	2643	15.25	2777	16.02
25	2338	13.49	2455	14.16	2580	14.88	2707	15.62	2843	16.40
26	2405	13.88	2526	14.57	2646	15.27	2782	16.05	2917	16.83
27	2459	14.19	2586	14.92	2714	15.66	2850	16.44	2994	17.27
28	2527	14.58	2651	15.29	2783	16.06	2922	16.86	3066	17.69
29	2589	14.94	2719	15.69	2853	16.46	2997	17.29	3145	18.14
30	2655	15.32	2784	16.06	2924	16.87	3072	17.72	3227	18.62
31	2722	15.70	2855	16.47	3000	17.31	3147	18.16	3307	19.08
32	2783	16.06	2922	16.86	3066	17.69	3223	18.59	3380	19.50
33	2855	16.47	3000	17.31	3147	18.16	3307	19.08	3469	20.01
34	2930	16.90	3074	17.73	3228	18.62	3392	19.57	3558	20.53
35	2997	17.29	3145	18.14	3303	19.06	3465	19.99	3643	21.02
36	3074	17.73	3228	18.62	3392	19.57	3558	20.53	3739	21.57
37	3148	18.16	3312	19.11	3471	20.03	3649	21.05	3833	22.11
38	3229	18.63	3398	19.60	3561	20.54	3740	21.58	3926	22.65
39	3317	19.14	3483	20.09	3652	21.07	3834	22.12	4031	23.26
40	3398	19.60	3561	20.54	3740	21.58	3926	22.65	4126	23.80
41	3471	20.03	3649	21.05	3833	22.11	4023	23.21	4224	24.37
42	3564	20.56	3743	21.59	3932	22.69	4131	23.83	4332	24.99
43	3655	21.09	3838	22.14	4032	23.26	4232	24.42	4448	25.66
44	3743	21.59	3932	22.69	4131	23.83	4332	24.99	4550	26.25
45	3838	22.14	4032	23.26	4232	24.42	4448	25.66	4674	26.97
46	3935	22.70	4133	23.84	4337	25.02	4554	26.27	4783	27.59
47	4032	23.26	4232	24.42	4448	25.66	4674	26.97	4903	28.29
48	4137	23.87	4342	25.05	4558	26.30	4788	27.62	5028	29.01
49	4232	24.42	4448	25.66	4674	26.97	4903	28.29	5153	29.73
50	4342	25.05	4558	26.30	4788	27.62	5028	29.01	5279	30.46

TULARE COUNTY OFFICE OF EDUCATION

CLASSIFIED POSITIONS

Range	Class A		Class B		Class C		Class D		Class E	
	Amt.	Hr.	Amt.	Hr.	Amt.	Hr.	Amt.	Hr.	Amt.	Hr.
51	4448	25.66	4674	26.97	4903	28.29	5153	29.73	5412	31.22
52	4563	26.33	4788	27.62	5030	29.02	5280	30.46	5546	32.00
53	4676	26.98	4907	28.31	5156	29.75	5416	31.25	5689	32.82
54	4792	27.65	5035	29.05	5290	30.52	5547	32.00	5828	33.62
55	4919	28.38	5157	29.75	5418	31.26	5691	32.83	5975	34.47
56	5037	29.06	5292	30.53	5554	32.04	5829	33.63	6120	35.31
57	5162	29.78	5421	31.28	5692	32.84	5977	34.48	6276	36.21
58	5296	30.55	5556	32.05	5832	33.65	6125	35.34	6431	37.10
59	5428	31.32	5693	32.84	5980	34.50	6277	36.21	6591	38.03
60	5560	32.08	5834	33.66	6132	35.38	6438	37.14	6760	39.00
61	5698	32.87	5975	34.47	6260	36.12	6559	37.84	6876	39.67
62	5842	33.70	6124	35.33	6417	37.02	6726	38.80	7048	40.66
63	5989	34.55	6276	36.21	6577	37.94	6891	39.76	7225	41.68
64	6138	35.41	6432	37.11	6740	38.89	7065	40.76	7404	42.72
65	6292	36.30	6593	38.04	6911	39.87	7244	41.79	7592	43.80
66	6448	37.20	6759	38.99	7082	40.86	7420	42.81	7781	44.89
67	6608	38.12	6925	39.95	7258	41.87	7605	43.88	7969	45.98
68	6773	39.08	7099	40.96	7440	42.92	7795	44.97	8171	47.14
69	6945	40.07	7275	41.97	7627	44.00	7993	46.11	8377	48.33
70	7117	41.06	7458	43.03	7814	45.08	8189	47.25	8582	49.51

Classification	Range
Account Clerk III (<i>Migrant</i>)	41
Accountant	52
Accountant - Migrant	52
Accounting Specialist - SEE	45
Accounting Technician - ERS	41
Accounting Technician (<i>Migrant</i>)	32
Accounts Receivable/Purchasing Technician	41
Administrative Assistant Special Services/SELPA	48
After School Program Academic Coach	\$14 per hr.
After School Program Lead Academic Coach	48
After School Program Leader - CHOICES	\$11 per hr.
After School Program Secretary	32
After School Consortium Area Coordinator - CHOICES	48
After School Site Coordinator - CHOICES	\$13.50 per hr.
Apportionment Accounting Technician	47
Assessment Technician/SEE	42
Assessment Technician Assistant	25
Assistant Media Specialist	32
Assistant Student Event Coordinator	38
Assistive Technology Specialist	42
Behavior Intervention Assistant	32
Braille Transcriber	27
BTSA Region Cluster Specialist	36
Budget Analyst (<i>Migrant</i>)	46
Budget and Operations Clerk	33
Budget & Operations Clerk - Migrant	33
Business Services Technician	41
Business Services Technician, Lead	45
Campus Supervisor	28
Certified Occupational Therapy Assistant	41
Child Abuse & Neglect Project Coordinator	42
Child Care Aide (<i>SEE</i>)	23
Child Care Instructor (<i>SEE</i>)	27
Clerical Assistant	25
Clerical Assistant/Secretary	29
Client Relations Assistant	38
Community Liaison (<i>Community Challenge Grant</i>)	42
Community Liaison (<i>GRIP</i>)	42
Community Liaison, <i>Migrant</i>	42
Computer/AV Electronics Technician II	48
Computer Programmer/Analyst	66
Computer Programmer Analyst - ERS	66
Computer Video Production Technician	30
Cook I	23
Cook II	25
Cook's Helper	17
Court/Community School Liaison	40
Credentials & Retirement Assistant	34
Credentials & Retirement Specialist	36
Credentials & Retirement Technician	42
Custodian	26

Classification	Range
Data Technician	32
Delivery Driver	28
Delivery/Supply/Mail Clerk	28
Delivery/Supply/Repair Worker	28
Delivery/Supply/Warehouse Clerk	28
Duplication Equipment Operator I	24
Duplication Equipment Operator II	31
Educational Technology Specialist - CCS	46
Eligibility Reimbursement Business Technician	35
Eligibility Specialist	33
Eligibility Specialist Assistant	25
Family Service Worker	44
Forestry Specialist - SCICON	29
Grant Management & Evaluation Assistant, CA Math Science Partnership	47
Grants Resource Technician	36
Graphic Designer	42
Health Educator	46
Health & Records Clerk	23
Identification & Recruitment Quality Control Specialist Assistant	30
Identification/Recruitment Specialist (<i>Migrant</i>)	44
Impact Center Media Developer	39
Impact Center Media Technician	38
Impact Center Technician	32
Instructional Assistant	25
Instructional Assistant Behavioral Management	27
Instructional Assistant C/CS	25
Instructional Assistant, Early Start	29
Instructional Assistant/Hearing Impaired	25
Instructional Assistant Migrant Education Early Childhood Education Program	25
Instructional Assistant - Severely Handicapped	27
Instructional Consultant Support Technician	32
Instructional Media Specialist	38
Intake and Assessment Assistant (<i>SEE</i>)	33
Intern/Recruitment Program Specialist	36
Interpreter Aide for the Deaf	28
Intervention Assistant - Early Start	35
Job Developer (<i>SEE</i>)	44
Job Developer Assistant (<i>SEE</i>)	25
Job Development Assistant - Special Services	27
Job Readiness Specialist	44
Language Acquisition/Categorical Assistant	36
Lead Maintenance Worker	35
Library Development Assistant	38
Library Media Technician	30
Licensed Physical Therapy Assistant	43
LVN (Special Services)	39
LVN/RN (<i>Migrant</i>)	42
Maintenance Technician	48
Maintenance & Operation Worker	32
Maintenance Worker I	29
Maintenance Worker-Lead	35
MEES Family Services Specialist	31
Migrant Guidance Technician	40
Migrant Office Support Data Technician	32
Migrant Student Information Systems Specialist (<i>MS/S</i>)	46

Classification	Range
Military Drill Instructor	38
Monitor & Recruitment Technician	25
MOVE Assistant - SEE	25
Network/Computer Support Specialist	46
Network for a Healthy California Program Assistant	33
Networking Instructor/Technology Specialist	46
Nutrition Network Database Coordinator	46
Nutrition Network Dietician	44
Parent Educators, Even Start	31
Parent/School Liaison	42
Parents as Teachers Specialist, Even Start	44
Partnership Character Education Program Assistant	34
Passenger Van Driver/Clerical Assistant	28
Personal Computer Support Technician	51
Personnel/Credentials Specialist	36
Personnel/Fingerprint Assistant	30
Personnel/Fingerprinting Specialist	36
Prevention Practices Liaison	42
Program Accounting Specialist	45
Program Specialist - CFNLP	42
Project Assistant I - CFNLP	29
Project Specialist - CFNLP	37
Receptionist	30
Receptionist/Credentials Assistant	34
Receptionist/Secretary - ERS	32
Recruitment/Accounts Specialist	41
Recruitment Analyst	36
Recruitment Center Assistant	29
Recruitment Specialist (CCRTRC)	42
Regional Office Technician - Migrant	36
School/Community Liaison/Prevention Education	42
School/Community Liaison/Prevention Education II	44
School/Community Substance Abuse Liaison	42
School Liaison - Special Services	32
School Nutrition Liaison	28
SCICON Activity Specialist	29
SCICON Cook's Helper	20
SCICON Liaison	33
SCICON Museum/Raptor Center Specialist	29
SCICON Nurse	43
Secretary	32
Secretary, Administrator - Special Services	38
Secretary, Assistant Superintendent	44
Secretary, AV Shop (<i>ERS</i>)	32
Secretary, CFNLP	32
Secretary, Even Start	32
Secretary, Financial	32
Secretary, General Business Services	36
Secretary, Migrant	32
Secretary, Migrant Administrator II	36
Secretary, Parent Assistant (<i>Migrant</i>)	36
Secretary, School	31
Secretary II, School	32
Secretary, SCICON	33
Secretary, Special Services Program	32

Classification	Range
Secretary Student Academic Services	40
Shipping/Receiving Clerk/Delivery Driver (ERS)	28
Shipping/Receiving/Records Clerk (Migrant)	25
Software Development Assistant	44
Special Education MIS Specialist	46
Special Needs Assistant	23
Special Projects Assistant	32
Special Projects Coordinator	46
Student Events Technician	38
Student Information Systems Specialist	40
Student Recruiter (Migrant)	30
SubFinder Operator	32
System Analyst	68
Systems Accountability/Apportionments Clerk	42
Teacher Induction Program Assistant	29
Teacher Induction Program Specialist	36
Technical Services Assistant	34
Technology Development Assistant	44
Technology Specialist	42
Terminal Operator II	29
Terminal Operator Technician/Migrant Education	32
Terminal Operator Technician - SEE	29
Theater Company Assistant	34
Theatre Company Choreographer	40
Theatre Company Vocal Coach	40
Therapy Aide	34
Trainer - SEE	38
Training Specialist	42
Training Services Assistant	27
Transportation/MIS Technician	38
Truancy Intervention Officer	40
Vocational Education Specialist	44
Vocational Instructor - Building Trades	46
Vocational Instructor - Business Administration	46
Vocational Instructor - Culinary Arts	46
Vocational Instructor -Consumer Studies	46
Vocational Instructor - Hospitality	46
Vocational Instructor - Maintenance	46
Vocational Instructor - Outdoor Education	46
Vocational Instructor - Printing & Graphic Arts	46
Vocational Instructor - Web Design	46
Vocational Job Coach-Maintenance	26
Web Developer	66
Youth Development Specialist	44
Youth Program Specialist	42

APPENDIX B

LONGEVITY PLAN

Long service employees shall be compensated in the following manner:

1. After ten (10) calendar years service add \$30.00 per month to the employee's base monthly salary.
2. After fifteen (15) calendar years service add \$40.00 per month to the employee's base monthly salary.
3. After twenty (20) calendar years service add \$50.00 per month to the employee's base monthly salary.
4. After twenty-five (25) calendar years service add \$60.00 per month to the employee's base monthly salary.
5. After thirty (30) calendar years service add \$70.00 per month to the employee's base monthly salary.
6. After thirty-five (35) calendar years service add \$80.00 per month to the employee's base monthly salary.
7. After forty (40) calendar years service add \$90.00 per month to the employee's base monthly salary.

APPENDIX C

SALARY DEFERRAL PLAN OPTION

Ten-month employees may choose to be paid over a 12-month period through a salary deferral plan. There will be twelve monthly payments beginning the last work day of September, and ending the last work day of August following the end of the fiscal year. The July and August payments will be based on a monthly payment for September through June. The employee will receive $\frac{1}{2}$ of this deferment the last work day of July and the balance at the end of August. If participation in the summer pay process begins after the September payroll, correspondingly smaller payments will be received for July and August.

Eleven-month employees may choose to be paid over a 12-month period through a salary deferral plan. There will be twelve monthly payments beginning the last work day in August and ending the last work day of July following the end of the fiscal year. The July payment will be based on a monthly summer pay deferment of $\frac{1}{12}$ th of an employee's normal gross monthly payment for August through June. The employee will receive this deferment the last work day of July. If participation in the summer pay process begins after the August payroll, a correspondingly smaller payment will be received for July.