

AGREEMENT

Pursuant to Sections 3540 – 3549
Of the Government Code of the State of California

BY AND BETWEEN

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

And its Chapter 468

July 1, 2025 – June 30, 2028

2025-2026 Contract Year

TABLE OF CONTENTS

1

2

3

4 Article 1 – Association Recognition..... 4

5 Article 2 – Association Rights 5

6 Article 3 – Classified Personnel Files 10

7 Article 4 – Concerted Activities 12

8 Article 5 – Discipline 13

9 Article 6 – Grievance Procedure 17

10 Article 7 – Hours and Working Conditions 24

11 Article 8 – Layoff and Re-Employment 27

12 Article 9 – Leaves and Vacations 31

13 Article 10 – Management Rights 47

14 Article 11 – Negotiations 48

15 Article 12 – Performance Evaluations 50

16 Article 13 – Position Classification 51

17 Article 14 – Reimbursement Programs 53

18 Article 15 – Safety 57

19 Article 16 – Savings Provisions 58

20 Article 17 – Probations, Promotions, Transfers, Adjustments 59

21 Article 18 – Wages and Compensation 65

22 Article 19 – Health and Welfare Benefits 78

23 Article 20 – Compensation Plan 81

24 Article 21 – Terms and Conditions 82

25 Article 22 – Duration 83

1	Appendix A	Table of Classified Titles
2	Appendix B	Classified Salary Schedule
3	Appendix C	Paraeducator Salary Schedule
4	Appendix D	Specialized Physical Health Care Assistant Salary Schedule <i>Includes:</i> Specialized Physical Health Care Assistant, Paraeducator DHH – Total Communication, Paraeducator DHH Early Intervention, Paraeducator – Transition Behavior
5	Appendix E	Brailist Salary Schedule
6	Appendix F	Speech/Language Pathology Assistant Salary Schedule <i>Includes:</i> Speech/Language Pathologist Assistant, Certified Occupational Therapy Assistant
7		
8	Appendix G	Licensed Vocational Nurse Salary Schedule
9		
10		
11	Addendum 1	M.O.U.: Bus Aides
12	Addendum 2	M.O.U.: Reassignment of Paraeducator – Special Education
13	Addendum 3	M.O.U.: Reemployment
14	Addendum 4	M.O.U.: Professional Growth Appeal
15	Addendum 5	M.O.U.: One-Time Merit Increase
16	Addendum 6	M.O.U.: Monthly Meetings
17	Addendum 7	M.O.U.: Special Schools – Use of Time During Work Site Closures
18	Addendum 8	M.O.U.: Lateral Transfers
19	Addendum 9	M.O.U.: Vacation Leave
20	Addendum 10	M.O.U.: Academic Support Assistants
21	Addendum 11	M.O.U.: Video Camera Monitoring
22	Addendum 12	M.O.U.: Flexible Schedule Program
23	Addendum 13	M.O.U.: Flexible Work Location
24		
25		

1 ARTICLE 1 – ASSOCIATION RECOGNITION

2 1.1 The Department of Education, herein referred to as the DEPARTMENT, hereby recognizes the California
3 School Employees Association and its OCDE Chapter #468, herein referred to as the ASSOCIATION, as the
4 exclusive representative and exclusive bargaining agent of all classified employees (except those lawfully
5 designated as substitutes, short term, supervisory, confidential, and management) holding positions described
6 in Appendix A, attached hereto and incorporated by references as part of this AGREEMENT and specifically
7 excluding supervisory and confidential classifications. A classification's inclusion in or exclusion from the
8 bargaining unit shall be subject to negotiations between the DEPARTMENT and the ASSOCIATION. Newly
9 created classifications shall be subject to this section. Disputed cases shall be submitted to the PERB (Public
10 Employment Relations Board) for resolution.

11 1.2 This AGREEMENT shall supersede all previously written agreements between the DEPARTMENT and the
12 ASSOCIATION, or any other organization or individual, and shall constitute the sole agreement between the
13 DEPARTMENT and the ASSOCIATION.

14 1.3 Any and all agreements made by the DEPARTMENT and the ASSOCIATION shall be in writing and signed by
15 their authorized representatives and therefore binding.

16 1.4 Neither the DEPARTMENT nor the ASSOCIATION shall interfere with, intimidate, restrain, coerce, or
17 discriminate against the employees because of the exercise of rights to engage or not to engage in lawful
18 ASSOCIATION activity.

19 *////*

1 ARTICLE 2 – ASSOCIATION RIGHTS

2 2.1 The ASSOCIATION representative shall have the right of access to areas in which employees work, the right to
3 use designated bulletin boards, mailboxes, electronic mail, and the right to use the facility for the purpose of
4 meetings. Use of all of the above mentioned is with the understanding that prior and appropriate arrangements
5 will be made with DEPARTMENT administration.

6 2.2 ASSOCIATION representatives shall have the right to use computers, printers, typewriters, calculators, and
7 xerographic reproduction equipment normally available for employees' immediate use when permission and
8 coordination of the unit administration have been received.

9 2.3 The DEPARTMENT shall provide the ASSOCIATION access to its new employee orientations for classified
10 employees. "New employee orientation" refers to the onboarding process in which employees are initially
11 advised of their employment status, rights, benefits, duties and responsibilities, and/or other employment-related
12 matters. New employee orientations are held on DEPARTMENT property during the workday. The
13 ASSOCIATION shall receive not less than ten (10) calendar days' notice in advance of an orientation, except
14 that a shorter notice may be provided in instances where there is an unforeseeable program or operational need.

15 2.3.1 In the event that the DEPARTMENT conducts an orientation, the ASSOCIATION shall have thirty (30)
16 minutes of paid release time for up to two (2) ASSOCIATION representatives, designated by the Chapter
17 President, to meet with the newly hired classified employees and conduct an ASSOCIATION orientation
18 session. Said release time shall not be counted against the total release time contained elsewhere in
19 the collective bargaining agreement. Additional release time for extenuating circumstances may be
20 requested for approval by a manager in Human Resources. The CSEA Labor Relations Representative
21 may also attend the orientation session(s). No non-unit employee will attend the ASSOCIATION
22 orientation session. The facilitator of the orientation may designate the area where ASSOCIATION
23 representatives may meet with new employees. If a new hire is unable to attend the orientation, an
24 alternate ASSOCIATION orientation shall be scheduled.

1 2.4 The DEPARTMENT shall grant a total of forty-five (45) days paid leave per year to officers and/or designees of
2 the ASSOCIATION during the length of the AGREEMENT for the conduct of ASSOCIATION business. The paid
3 leave is to be distributed among the officers and/or designees. Paid leave for any one officer and/or designee
4 shall not exceed more than fifty percent (50%) of the total number of days allocated. The DEPARTMENT form
5 must be affirmatively completed prior to using ASSOCIATION days. Ten (10) additional days of paid release
6 time may be utilized by the ASSOCIATION to attend training conferences and seminars. The ASSOCIATION
7 will promote an equitable distribution of days to an increased number of unit members.

8 2.5 The ASSOCIATION shall have the sole and exclusive right to have membership dues deducted from wages, in
9 accordance with the ASSOCIATION dues schedule for employees who are members of the ASSOCIATION.
10 The DEPARTMENT shall pay to the ASSOCIATION within thirty (30) days all sums so deducted.

11 2.5.1 It is the ASSOCIATION's responsibility to keep the DEPARTMENT informed about accurate and current
12 ASSOCIATION membership status. The DEPARTMENT shall not interfere with the terms of any
13 agreement between the ASSOCIATION and the employee with regard to the employee's membership in
14 the ASSOCIATION.

15 2.6 The chapter president of the ASSOCIATION or designee may have access to specified DEPARTMENT
16 information pertaining to the bargaining unit.

17 2.6.1 The DEPARTMENT shall furnish the ASSOCIATION with copies of the budget when available.

18 2.6.2 The DEPARTMENT shall furnish the ASSOCIATION a monthly personnel update and a complete
19 seniority roster no later than December 31 of each year.

20 2.6.3 The DEPARTMENT shall furnish the ASSOCIATION a listing of vacant classified positions in March and
21 September of each year.

22 2.6.4 The DEPARTMENT shall maintain an updated email distribution list of classified employees.

23 2.6.5 The DEPARTMENT shall provide the ASSOCIATION notice of any newly hired unit member, within ten
24 (10) work days of date of hire, via electronic mail to the Chapter President and the assigned Labor
25 Relations Representative. When the DEPARTMENT has the information earlier than ten (10) days in

1 advance of the hire, the DEPARTMENT may provide earlier notice. Notice will include the following
2 information:

- 3 a) Full Legal Name;
- 4 b) Date of Hire;
- 5 c) Classification;
- 6 d) Site/Department.

7 2.7 The DEPARTMENT shall provide the California School Employees Association (CSEA) with specified
8 information about employees newly hired, transferred, or otherwise placed into the bargaining unit represented
9 by the ASSOCIATION, except in cases where the DEPARTMENT has received a written/mailed request from
10 an employee that the DEPARTMENT not disclose the employee's home address, home telephone number,
11 personal cellular telephone number, or personal email address to the ASSOCIATION. In said cases, all
12 information below, other than the employee's home address, home telephone number, personal cellular
13 telephone number, and personal email address, shall be provided to the association. For employees who were
14 otherwise employed by the DEPARTMENT prior to the reported placement into the bargaining unit, for purposes
15 of this article only, the "date of hire" is the effective date of the employee's placement in the bargaining unit. The
16 specified information will be provided to the CSEA administrative offices or "headquarters" electronically via a
17 mutually agreeable secure FTP site or service. This information will be provided within thirty (30) calendar days
18 of the date of hire. The information provided shall include the following items:

- 19 a) First name;
- 20 b) Middle initial;
- 21 c) Last name;
- 22 d) Suffix (e.g. Jr., III);
- 23 e) Job title/classification;
- 24 f) Department;
- 25 g) Primary worksite name;

- 1 h) Work telephone number;
- 2 i) Home street address (incl. apartment #);
- 3 j) City;
- 4 k) State;
- 5 l) Zip code (5 or 9 digits);
- 6 m) Home telephone number (10 digits);
- 7 n) Personal cellular telephone number (10 digits) on file with the OCDE;
- 8 o) Personal email address on file with OCDE;
- 9 p) Employee ID;
- 10 q) CalPERS status;
- 11 r) Hire date.

12 2.7.1 The DEPARTMENT shall provide CSEA administrative offices or "headquarters" with specified
13 information about bargaining unit members on the last working day of September, January, and May of
14 each year, except in cases where the DEPARTMENT has received a written/emailed request from an
15 employee that the DEPARTMENT not disclose the employee's home address, home telephone number,
16 personal cellular telephone number, or personal email address to the ASSOCIATION. In said cases, all
17 information below, other than the employee's home address, home telephone number, personal cellular
18 telephone number, and personal email address, shall be provided to the association. The information
19 will be provided electronically via a mutually agreeable secure FTP site or service. The information
20 provided shall include the following items:

- 21 a) First name;
- 22 b) Middle initial;
- 23 c) Last name;
- 24 d) Suffix (e.g. Jr., III);
- 25 e) Job title/classification;

- 1 f) Department;
- 2 g) Primary worksite name;
- 3 h) Work telephone number;
- 4 i) Home street address (incl. apartment #);
- 5 j) City;
- 6 k) State;
- 7 l) Zip code (5 or 9 digits);
- 8 m) Home telephone number (10 digits);
- 9 n) Personal cellular telephone number (10 digits) on file with OCDE;
- 10 o) Personal email address on file with OCDE;
- 11 p) Employee ID;
- 12 q) CalPERS status;
- 13 r) Hire date.

14 2.8 The ASSOCIATION will file with the DEPARTMENT'S representative a roster of ASSOCIATION officers and
15 job stewards each calendar year by February 1.

16 2.9 AGREEMENTS will be posted on the OCDE website and the DEPARTMENT will provide an electronic copy
17 of the AGREEMENT to the ASSOCIATION. A printed copy of the AGREEMENT may be requested by any
18 unit member. New members will receive a printed copy of the AGREEMENT during their onboarding process.

19 2.10 The ASSOCIATION agrees to indemnify and hold the DEPARTMENT, its officers, employees, agents,
20 representatives, Board of Trustees, and each individual Board member, harmless against any and all claims,
21 demands, costs, lawsuits, judgments, or other forms of liability and all court or administrative agency costs
22 that may arise out of or by reason of action taken by the DEPARTMENT for the purpose of complying with all
23 sections of this article. The ASSOCIATION shall, within thirty (30) days of receipt of the request, pay to the
24 DEPARTMENT all costs associated with actions under this article.

25 ////

1 ARTICLE 3 – CLASSIFIED PERSONNEL FILES

2 3.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment
3 are to be made available for inspection by the persons involved. When a supervisor intends to meet with an
4 employee regarding their performance with the intention of putting a record of this meeting in the employee's
5 personnel file, the employee must be given one (1) working day advance notice. The meeting shall take place
6 within five (5) days of such notice unless the supervisor agrees to extend the timelines.

7 3.2 Such material is not to include ratings, reports, or records which were obtained prior to the employment of the
8 person involved, were prepared by identifiable examination committee members, or were obtained in connection
9 with a promotional examination.

10 3.3 Every employee covered by this AGREEMENT shall have the right to inspect their personnel file upon request,
11 provided that the request is made at a time when such person is not actually required to render services to the
12 employer. When an employee requests to review their personnel file, they may be accompanied by a person of
13 their own choice if they so desire. An employee shall, upon request, obtain one (1) copy of materials contained
14 in the file at DEPARTMENT expense. Any additional copies requested at any time subsequent to the original
15 request, shall be paid for by the employee in advance.

16 3.4 Information of a derogatory nature, except material mentioned in Section 3.2 of this article, shall not be entered
17 or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An
18 employee shall have the right to enter and have attached to any such derogatory statement, their own comment
19 thereon. The employee will receive ten (10) days notice prior to such information being entered in the file.

20 3.5 When an employee's file contains derogatory information, the employee or their designee has the right to be
21 released from duty without salary reduction to review the file.

22 3.6 All personnel files shall be kept in confidence and shall be available for inspection only to employees in the direct
23 supervisory chain of the employee. This section shall not preclude access to the file by individuals conducting
24 business actually necessary for the proper administration of the DEPARTMENT'S affairs. Any person who
25 places written material in an employee's file or drafts written material for placement in an employee's file shall

1 sign the material and signify the date on which such material was written or drafted. Any written material placed
2 in a personnel file shall indicate the date of such placement. The employee will receive a copy of all material
3 placed in the employee's file.

4 3.7 Derogatory material shall be sealed in an employee's file after two (2) consecutive years during which there has
5 been no further reference related to the original incident.

6 3.8 The ASSOCIATION shall have the right to review an employee's personnel file and payroll records on
7 presentation of a written authorization signed by the employee.

8 //

1 ARTICLE 4 – CONCERTED ACTIVITIES

2 4.1 It is agreed and understood that there will be no strike, work stoppage, lock-out, slow-down, picketing (excluding
3 informational picketing on the employee's own time), or refusal or failure to fill and faithfully perform job functions
4 and responsibilities, or other interference with the operations of the DEPARTMENT by the parties to this
5 AGREEMENT or by their officers, agents, or members during the term of this AGREEMENT, including
6 compliance with the request of other labor organizations to engage in such activity.

7 *////*

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 ARTICLE 5 - DISCIPLINE

2 5.1 Disciplinary action is deemed to be a standard work suspension, or suspension of longevity stipend, demotion,
3 or termination. A standard work suspension shall not be for more than twenty (20) work days.

4 5.2 Disciplinary action shall only be imposed upon bargaining unit employees pursuant to this article and for the
5 following causes:

6 5.2.1 Incompetence in the performance of assigned duties.

7 5.2.2 Insubordination – a refusal to obey a legal or reasonable order of a supervisor.

8 5.2.3 Dishonesty affecting the institution or the DEPARTMENT.

9 5.2.4 Taking or using DEPARTMENT property without proper authorization, or negligence in the care of or use
10 of DEPARTMENT property when authorized.

11 5.2.5 Reporting for work under the influence of, or the use or possession on duty of alcohol, controlled
12 substances or illegal drugs as defined by law. Misconduct related to controlled substance offenses
13 including being charged with a controlled substance offense requiring mandatory suspension as
14 specified by the Education Code.

15 5.2.6 Misconduct related to sex offenses including being charged with a sex offense requiring mandatory
16 suspension as specified by the Education Code.

17 5.2.7 Knowingly failing to disclose material facts regarding criminal convictions and any other false or
18 misleading information on application forms and employment records.

19 5.2.8 Repeated and unexcused tardiness in reporting to work at assigned time or leaving early without
20 authorization.

21 5.2.9 Unexcused absence, abuse of sick leave, or absence without notification.

22 5.2.10 Abandonment of position – absence of five (5) consecutive working days and failure to notify the
23 DEPARTMENT of a valid or acceptable reason for an absence as required in Article 9, Section 9.13.3.

24 5.2.11 Failure to maintain a license that is required for the job.

25 5.2.12 Inability of the DEPARTMENT to provide liability insurance due to the wrongful action of the employee.

1 5.2.13 Offensive or abusive conduct or language toward other employees, students, or the public.

2 5.3 Probationary Employees

3 5.3.1 A Probationary unit member serves at the discretion of the Superintendent and may be released at any
4 time during the probationary period, without a showing of cause by the Superintendent or designee.

5 5.3.2 A decision to release the employee during the probationary period will be processed under Article 17.1.

6 This will not be considered a disciplinary termination.

7 5.4 Permanent Employees

8 5.4.1 Permanent classified employees may be subject to disciplinary action including dismissal. Permanent
9 employees subject to proposed discipline shall have the right to appear before the primary Human
10 Resources officer or their designee and have representation.

11 5.4.2 If a designee is assigned by the primary Human Resources officer to hear the appeal, this designee will
12 be mutually agreed upon by the ASSOCIATION and the DEPARTMENT.

13 5.4.3 The permanent employee shall have the right to a hearing as outlined in this article if the decision of the
14 primary Human Resources officer and/or designee is to continue the proposed discipline.

15 5.4.4 An employee may be immediately suspended without loss of compensation if the employee is suspected
16 of being an immediate threat to the health, safety, and well-being of students, fellow employees, or the
17 public. The suspension without loss of compensation must be followed by the service of a set of charges
18 and the completion of any procedure outlined for a permanent employee in this article.

19 5.4.5 A permanent classified employee subject to disciplinary action shall be given in person or by U.S.
20 Certified Mail a written Notice of Disciplinary Action. Such notice shall contain a statement in ordinary
21 and concise language of:

22 5.4.5.1 The specific charges against the employee which shall include times, dates and locations of
23 chargeable actions or omissions.

24 5.4.5.2 The penalty proposed.

1 5.4.5.3 An attachment containing copies of all evidence and documentation to support the DEPARTMENT'S
2 case against the employee.

3 5.4.6 Accompanying the Notice of Disciplinary Action shall be a written statement outlining the employee's
4 right to a hearing on the charges before the Cabinet Representative or designee and the date, time and
5 place of the hearing.

6 5.4.7 A form shall accompany the Notice of Disciplinary Action. The timely signing and filing of the form by
7 the employee shall constitute a request for a hearing and the denial of all charges.

8 5.4.8 If the employee does not respond and request a hearing within the ten (10) calendar days after delivery
9 of the Notice of Disciplinary Action, the employee shall forfeit the right to a hearing.

10 5.4.9 If the employee makes a timely request for a hearing before the Cabinet Representative or designee,
11 the hearing shall take place. The employee shall have the opportunity to respond to all charges and
12 shall be allowed to fully present their case (including the right to present evidence, examine evidence,
13 and examine and cross-examine all witnesses with the aid of a representative). The Cabinet
14 Representative or designee shall issue a decision within five (5) working days after the hearing.
15 Technical rules of evidence shall not apply.

16 5.4.10 If the decision is to continue the proposed discipline, the employee may request a review by a mediator
17 and/or appeal to the Superintendent.

18 5.4.11 Mediation and Appeal

19 5.4.11.1 Prior to an appeal to the Superintendent, the employee may elect to have a mediator review the
20 disciplinary decision and make a recommendation to the parties. Such request shall be submitted
21 in writing to the primary Human Resources officer within five (5) working days of the service of the
22 notice of decision. The mediator will be selected from a list of three (3) mediators from the California
23 State Mediation and Conciliation Service. Each party will strike one mediator from the list until there
24 is one remaining mediator. The first strike shall be determined by a flip of the coin. The mediator
25

1 will meet with both parties. The mediator will review information pertinent to this case prior to making
2 a recommendation.

3 5.4.11.2 An appeal to the Superintendent shall be presented in writing to the Superintendent within five
4 (5) working days of the decision of the Hearing Officer or of the recommendation of the mediator.
5 The Superintendent may accept, reject or modify the decision. The Superintendent's determination
6 shall be made within five (5) working days of the submission of the appeal and shall be final. The
7 employee shall be informed in writing of the decision.

8 ////

1 ARTICLE 6 – GRIEVANCE PROCEDURE

2 6.1 Definitions

3 6.1.1 A “grievance” is a formal written allegation by the ASSOCIATION or by an employee that they have been
4 adversely affected by a violation of a specific provision of this AGREEMENT.

5 6.1.2 A “grievant” is an employee, including the ASSOCIATION, as indicated above.

6 6.1.3 A “Class Action Grievance” is a consolidation of several similar grievances into a single grievance. All
7 grievants to be included shall authorize such consolidation and shall agree to abide by the particular
8 outcome. The DEPARTMENT and the ASSOCIATION must mutually approve the consolidation of
9 grievances as a Class Action Grievance. At least one (1) of the grievants shall be in attendance at each
10 level of the grievance. A Class Action Grievance which affects unit members at more than one (1) work
11 site may be filed at Level II.

12 6.1.4 The term “days” when used in this section shall, except where otherwise indicated, mean working days.

13 6.1.5 “Advisory arbitration” is the referral of a dispute to an impartial third person chosen by the parties to the
14 dispute.

15 6.2 Purpose

16 6.2.1 The purpose of this section is to secure, at the first administrative level designated to resolve issues,
17 equitable solutions to problems. Both parties agree that these proceedings will be kept as informal and
18 confidential as may be appropriate at any level of the procedure.

19 6.2.2 Nothing contained herein will be construed as limiting the right of any employee having a problem to
20 discuss the matter informally with any appropriate member of the administration, and to have the
21 grievance adjusted, provided the DEPARTMENT shall not agree to a resolution until the ASSOCIATION
22 has received a copy of the grievance and the proposed resolution and has been given the opportunity to
23 file a response. The ASSOCIATION shall have five (5) days to respond to the proposed resolution.

24 //

1 6.3 Informal Procedure

2 6.3.1 The employee shall meet with the immediate supervisor to discuss the issue in an attempt to resolve it
3 informally. If the issue is not resolved at this informal procedure, the grievant may proceed to the formal
4 procedure.

5 6.4 Formal Procedure

6 6.4.1 Level One

7 6.4.1.1 Within twenty (20) days after the date on which the employee acquires knowledge, or reasonably
8 could be expected to know of the event or action which gave rise to the grievance, the employee
9 must present the matter in writing on the approved form to the immediate supervisor. The statement
10 of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance.
11 The statement shall cite the specific reason(s) and the article of the AGREEMENT that is alleged to
12 have been violated, the decision rendered at the informal conference, if any, and the specific remedy
13 sought.

14 6.4.1.2 The employee and the supervisor shall confer on the grievance within five (5) days in an attempt to
15 arrive at a mutually satisfactory solution to the problem. At the conference, the grievant may appear
16 alone, or they may be represented by a recognized representative of the ASSOCIATION, but when
17 the grievant is represented, they must also be present.

18 6.4.1.3 Following the conference, the supervisor shall communicate, in writing, their decision to the grievant
19 within five (5) days. If the grievance is denied, specific reasons for the denial shall be given.

20 6.4.2 Level Two

21 6.4.2.1 If the grievance is not resolved at Level One, the employee may appeal the decision to their Cabinet
22 Representative within ten (10) days after the decision of the Level One supervisor has been received.
23 The appeal shall be in writing, shall set forth the specific reasons for the appeal, and shall be
24 accompanied by a copy of the appeal and decision at Level One. It shall also state the name of the
25 grievant's representative, if any.

1 6.4.2.2 The Cabinet Representative shall meet and confer with the employee within ten (10) days in an
2 attempt to arrive at a mutually satisfactory solution of the complaint. The employee and their
3 representative, if any, shall be given at least two (2) days notice of the conference. When the
4 employee is represented, they must be present or be excused by mutual consent of the employee
5 and the Cabinet Representative.

6 6.4.2.3 Notice of the conference shall also be given to the first level supervisor who rendered the decision at
7 Level One.

8 6.4.2.4 Following the conference, and within ten (10) days, the Cabinet Representative shall communicate
9 their decision in writing, together with supporting reasons, to all parties of interest.

10 6.4.3 Level Three

11 6.4.3.1 Grievances which are not settled at the previous level and which the grievant, through the
12 ASSOCIATION, desires to contest further and which involve the interpretation or application of the
13 express terms of the AGREEMENT, shall be submitted to advisory arbitration as provided in this
14 article. Nothing shall prohibit the ASSOCIATION from requesting arbitration without a specific
15 request from a grievant. Either the grievant or the ASSOCIATION shall give written notice to the
16 DEPARTMENT of the desire to arbitrate or continue the grievance within ten (10) days of the decision
17 at the previous level of the grievance procedure. Such notice shall include a copy of the original
18 grievance, the decisions rendered, and a clear statement of the reason(s) for the appeal and the
19 remedy sought. It is expressly understood that the only matters which are subject to advisory
20 arbitration are grievances which were processed and handled in accordance with the procedures in
21 this article. The provisions of Article 1 (Recognition), Article 2 (ASSOCIATION Rights), Article 4
22 (Concerted Activities), and Article 10 (Management Rights) are specifically excluded from advisory
23 arbitration under this article.

24 6.4.3.2 The parties shall select a mutually acceptable arbitrator. If agreement on an arbitrator cannot be
25 reached within three (3) days, the DEPARTMENT shall then request the California State Conciliation

1 Service to provide a list of seven (7) arbitrators from which the parties shall strike alternately until
2 only one (1) name remains. The first strike shall be determined by a flip of the coin. The remaining
3 name shall be the arbitrator.

4 6.4.3.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues
5 submitted to them. The arbitrator shall consider only those issues which have been properly carried
6 through prior steps of the grievance procedure. If any questions arise as to the arbitrability of the
7 grievance, such question shall be ruled upon first by the arbitrator. If the parties cannot agree upon
8 a submission agreement, the arbitrator shall determine the issue(s) by referring to the written
9 grievance and the answers at each step. Should the arbitrator determine that the time limits stated
10 herein were exceeded, the arbitrator shall not have the authority to hear the grievance without mutual
11 AGREEMENT of the parties.

12 6.4.3.4 The arbitrator's decision must be limited to the specific issue(s) submitted to them and based on the
13 arbitrator's interpretation of meaning and application of the language in the AGREEMENT. The
14 arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions.
15 The arbitrator in rendering their decision will have no power or authority to add to, subtract from, alter,
16 amend, change or ignore any of the terms and conditions of the AGREEMENT or any applicable
17 rules regulations or policies. The decision of the arbitrator shall be based solely upon the evidence
18 and arguments presented to them by the respective parties in the presence of each other and/or
19 upon arguments presented in briefs. Past practice of the parties in interpreting or applying terms of
20 the AGREEMENT may be considered relevant evidence. The arbitrator shall not render any decision
21 or award, or fail to render any decision or award, merely because in their opinion such decision or
22 award is fair or equitable. No decision rendered by the arbitrator will be retroactive beyond the
23 beginning of the fiscal year prior to the twenty (20) day period specified in Level One of the Grievance
24 Procedure. The arbitrator will have no power to render an award on any grievance occurring before
25 or after the term of the AGREEMENT.

1 6.4.3.5 The arbitrator may hear and determine only one (1) grievance at a time unless the DEPARTMENT
2 and the ASSOCIATION expressly agree otherwise.

3 6.4.3.6 The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's travel and
4 subsistence expenses, as well as the cost of a hearing room, shall be equally shared by the parties.
5 If the DEPARTMENT receives any mandated cost reimbursement from the State for the costs of the
6 arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses, as well as the
7 cost of a hearing room, such reimbursement shall be equally shared by the parties. All other costs
8 shall be borne by the parties incurring them.

9 6.4.4 Level Four

10 6.4.4.1 The decision of the arbitrator within the limits herein prescribed shall be in the form of a
11 recommendation to the Superintendent. The Superintendent will accept or reject the arbitrator's
12 decision within ten (10) days of receipt. The grievant will have ten (10) days from the date of the
13 Superintendent's announced decision to request a review. If no review is requested, the
14 Superintendent's decision shall be adopted and becomes final and binding on all parties. If a timely
15 request for review is filed, the Superintendent shall then undertake a review of the entire hearing
16 record and briefs. The Superintendent may also, if deemed appropriate, permit oral arguments by
17 representatives of the parties, but only in the presence of one another. Within thirty (30) days after
18 completion of the review, the Superintendent shall render a decision on the matter, which decision
19 shall be final and binding on all parties. If the Superintendent overturns the decision of the arbitrator
20 upon review of the hearing record and briefs, such decision will include specific reasons as to why
21 the decision is made. The decision shall be done in writing. If the Superintendent does not render
22 such a decision within the time specified, then they shall be deemed to have adopted the decision
23 recommended by the arbitrator. The grievance and arbitration procedure is to be the
24 ASSOCIATION's and an employee's sole and final remedy for any claimed breach of this
25 AGREEMENT.

1 6.6.2 Designated representatives shall have the right to receive reasonable periods of release time without
2 loss of compensation when handling the grievance process.

3 6.6.3 In the event that attendance at a grievance conference by the ASSOCIATION representative results in
4 the use of a substitute, the cost of such substitute service shall be borne by the DEPARTMENT.

5 6.6.4 In the event the ASSOCIATION determines that it is necessary, additional employees may be appointed
6 as Job Stewards on a temporary basis to handle specific grievances.

7 ////

1 ARTICLE 7 – HOURS AND WORKING CONDITIONS

2 7.1 Workweek/Workday

3 7.1.1 The standard workweek shall be forty (40) hours served over a seven (7) day period. The normal
4 workweek will be eight (8) hours per day, Monday through Friday. The DEPARTMENT can assign
5 employees to five (5) consecutive workdays at any time during the seven (7) day period when needs so
6 dictate.

7 7.2 Lunch

8 7.2.1 Employees covered by this AGREEMENT working five (5) hours or more per day shall be entitled to an
9 uninterrupted lunch period without pay for a minimum of one-half (1/2) hour, but no longer than one (1)
10 hour, which shall be scheduled at or about the midpoint of each employee's work shift.

11 7.2.1.1 Employees scheduled to work at least five (5) but no more than six (6) hours per day may request to
12 waive the lunch period. The supervisor may grant the request and the decision will not be arbitrary.

13 7.3 Rest Periods

14 7.3.1 Employees covered by this AGREEMENT will be granted a rest period of fifteen (15) minutes for every
15 four (4) consecutive hours of work. When possible, rest periods will be scheduled by the DEPARTMENT
16 at or about midpoint of each four (4) hour period compensated at the regular rate of pay for the employee.

17 7.3.2 Employees are to remain at the work site during rest periods unless specifically authorized by the
18 supervisor to leave the work site.

19 7.3.3 The classification of Paraeducator – Special Education will be granted two (2) fifteen-(15-) minute rest
20 periods provided they work a minimum of four (4) hours per day. If the employee is scheduled to work
21 any additional hours before and/or after their regular five-and-three quarter- (5 ¾) or six- (6-) hour
22 workday, they may request to waive their unpaid lunch period per 7.2.1.1.

23 7.4 Calendars

24 7.4.1 The DEPARTMENT will make best efforts to advise affected local chapter employees of adopted
25 program calendars at least thirty (30) calendar days prior to the beginning of the program, with the

1 exception of special programs whose calendars are set in conjunction with other school districts. If thirty
2 (30) calendar days notice is not given, then protection beyond what is already provided for in this
3 AGREEMENT will be subject to negotiation between the parties to this AGREEMENT.

4 7.4.2 Site employees shall be included in all school site calendar planning. Site employees shall also be
5 included in the planning calendars regarding non-workday options for the various programs offered to
6 bargaining unit employees.

7 7.4.3 Annual workday options for paraeducators in Alternative Education shall be 232, 227, 222 and 190. A
8 190-day option must have the prior approval of the site administrator. A paraeducator in the Alternative
9 Education program shall not work more days than the maximum number of days listed on the calendar
10 for their program.

11 7.4.4 Paraeducators – Special Education

12 7.4.4.1 Annual workday options for Paraeducators - Special Education, Paraeducators - Transition Behavior,
13 Speech/Language Pathology Assistants, Certified Occupational Therapy Assistants, Licensed
14 Vocational Nurses, Specialized Physical Health Care Assistants in the Connections Program and
15 Paraeducators – DHH Early Intervention shall be 205, 200 and 185.

16 7.4.4.2 If a Paraeducator – Special Education position becomes vacant through attrition or a position is newly
17 created, it will be assigned to a regular work year as outlined in 7.4.4.1 above at less than six (6)
18 hours per day.

19 7.4.4.3 The positions of Paraeducator – DHH Total and Educational Interpreter for the Deaf shall be assigned
20 a regular work year of 185 days. The position of Paraeducator – DHH Oral shall be assigned a
21 regular work year of 186 days. When summer assignments are offered beyond the regular work
22 year, they shall be assigned based on interest, availability, and seniority.

23 7.4.5 The DEPARTMENT may close work sites during recess periods when students are not in attendance.
24 Employees at the site who would normally be assigned to work during this time and want to work may
25

1 be reassigned during that period of time. Employees assigned to the site may use vacation or
2 compensatory time during such closures when work is not available.

3 7.4.5.1 Classifications that are on a salary schedule that accrues vacation are not subject to sentence two
4 (2) in above Article 7.4.5 (see Article 9.15.8 for vacation parameters surrounding Educational Interpreter for
5 the Deaf).

6 **7.5 Work Schedule Change**

7 7.5.1 An employee's assigned work schedule may be changed upon mutual agreement between the employee
8 and the employee's immediate supervisor when there is no interference with program needs. If no
9 agreement can be reached, the issue may be submitted to the ASSOCIATION and the DEPARTMENT
10 for resolution and any decision reached shall be binding upon all parties. A work schedule change as
11 defined in this section means the schedule of the employee's current assignment.

12 7.5.2 The ASSOCIATION and the DEPARTMENT agree when the change of operational hours is beyond the
13 control of the DEPARTMENT, the employee's assigned work schedule may be changed with at least ten
14 (10) Working Days' notice as defined in Article 21.2.

15 7.5.3 The DEPARTMENT may change an employee's schedule by up to thirty (30) minutes once per academic
16 year. The employee shall be provided at least ten (10) Working Days' written notice of the change,
17 except when less than ten (10) Working Days are reasonable due to an emergency situation as
18 communicated in writing by the DEPARTMENT, or when less than ten (10) Working Days is agreed upon
19 by the employee and supervisor. Changes to an employee's schedule shall not be for arbitrary or
20 capricious reasons.

21 *////*

1 ARTICLE 8 – LAYOFF AND REEMPLOYMENT

2 8.1 The Superintendent may lay off permanent employees because of lack of work or lack of funds. In the event of
3 layoff, the order of layoff in the class shall be determined by hire date within the current classification. The
4 employee with the most recent hire date in the affected classification shall be laid off first. If an employee
5 terminates and is rehired, the most recent hire date shall apply. Classified employees who have been laid off
6 shall have the right of preferential reemployment. Reemployment shall be in the reverse order of layoff. The
7 following rules shall apply:

8 8.1.1 The affected employee shall be entitled to preliminary written notice no later than March 15 and final
9 notice before May 15 that the employee's services will not be required for the ensuing year. Procedures
10 for layoff notice and right to hearing are set forth in Education Code Section 45117.

11 8.1.2 When an employee has service in a higher related classification(s), the hire date will be the earliest date
12 of hire into the higher classification within the series.

13 8.1.3 When reclassification results either in the merger of two (2) or more classes or the separation of a class
14 into two (2) or more classes, seniority rights of regular employees who are reclassified with their positions
15 shall be computed from the date of their entrance into regular service in such former classes.

16 8.1.4 An employee reclassified from one (1) class to another shall retain their hire date in the former class;
17 hire date in the new class shall be the date of the reclassification. If employees in the same classification
18 are reclassified at the same time, their seniority order in the former class shall be retained.

19 8.1.5 No regular employee shall be laid off from any position while employees serving under short-term
20 appointment are retained in positions of the same class unless the regular employee declines the short-
21 term position.

22 8.1.6 Prior to acting upon any layoff action, the DEPARTMENT shall provide the ASSOCIATION with a listing
23 of those unit members that are subject to layoff and a current reemployment list.

24 ///

1 8.1.6.1 The DEPARTMENT and the ASSOCIATION agree that conversations between supervisors and
2 employees related to final layoff and/or position(s) being eliminated that identify specific position(s)
3 prior to the Reduction in Force (RIF) list being given to the ASSOCIATION are prohibited.

4 8.1.7 Layoff and reemployment rights of permanent classified employees shall not alter the right of the
5 Department in 17.1.5 to release probationary employees.

6 8.2 Permanent classified employees who are to be laid off may exercise displacement rights in their class or in any
7 lower class in which they hold seniority greater than an incumbent. Upon notice, employees shall be afforded a
8 minimum of ten (10) working days to exercise their displacement rights, if any. In determining displacement
9 rights, the following rules shall apply:

10 8.2.1 In cases of reclassification, reorganization or abolishment of positions, an incumbent's seniority in the
11 class plus higher related classes shall be determined as outlined in Section 8.1 above.

12 8.2.2 An employee may displace that employee within the classification who has the least seniority in the class
13 or higher related classes.

14 8.2.2.1 When multiple positions need to be filled within the same classification, employees shall be given the
15 opportunity to visit programs in order to acquire program knowledge that will assist them in filling out
16 their preference form. Employees shall be allowed to visit the program during their regular work
17 schedule.

18 8.2.2.2 A meeting between an employee and on-site supervisor shall occur at the request of either party.

19 8.2.2.3 Both the employee and the supervisor shall submit their preference form to Human Resources and
20 a copy of both will be given to the ASSOCIATION.

21 8.2.2.4 Human Resources will attempt to match employees based on preferences. The results will then be
22 shared with the ASSOCIATION prior to implementation. In the event a match is not made, Human
23 Resources and the ASSOCIATION will collaborate to determine placements, taking both supervisor
24 and employee preferences into consideration. In cases where there are three (3) or more employees
25

1 being displaced and a majority number of preferences have been met, placement in the remaining
2 positions will be by seniority.

3 8.2.3 The number of months worked per year shall have no effect in any way on displacement privileges.

4 8.2.4 If an employee waives the opportunity to displace within their classification, they may follow these
5 procedures in any equal or lower classification in which they hold seniority, or be placed on a
6 reemployment list.

7 8.2.5 Displacement into a lower class shall be considered a voluntary demotion and salary placement shall be
8 at the corresponding rate of salary for the new classification as provided in Article 17.4.

9 8.3 An employee, after having had the opportunity to exercise all rights under this procedure, who must be laid off
10 and placed on a preferential reemployment list will be selected first in reverse order of layoff for the first opening
11 occurring in any class in which they had seniority for a period of up to thirty-nine (39) months. The following
12 rules shall also apply:

13 8.3.1 An employee on a preferential reemployment list may decline three (3) offers of reemployment in their
14 former class. After their third refusal no additional offers need to be made and the employee shall be
15 considered unavailable until they indicate otherwise in writing.

16 8.3.2 Employees on preferential reemployment lists shall be eligible to compete in promotional examinations
17 for which they qualify.

18 8.4 An employee who must be laid off, after having been provided the opportunity to exercise all rights guaranteed
19 under this procedure, may accept a voluntary demotion or a transfer.

20 8.5 An employee who has accepted demotion in lieu of layoff has the right to be reemployed, in accordance with
21 their seniority, in a vacant position in their former class within sixty-three (63) months after demotion. Intervening
22 reassignments to other classes shall not abrogate that right.

23 8.6 Laid off employees shall have the right to vacant positions in equal or lesser classes in the classification series
24 from which they were laid off, based on the order of seniority and upon meeting the minimum qualifications. Laid
25

1 off employees shall have the right to fill substitute positions, based on the order of seniority and upon meeting
2 the minimum qualifications.

3 8.7 Laid off employees who were eligible for and receiving insurance benefits at the time of layoff will receive benefits
4 provided under Article 19 for three (3) months following separation from employment. Laid off employees must
5 contribute to the premium as provided by Article 19.4.

6 8.8 Employees subject to layoff may receive up to three (3) days paid release time to search for alternative
7 employment. Such time must have the prior approval of the immediate supervisor.

8 8.9 No volunteers shall be used to perform any functions of any classification series in which the DEPARTMENT
9 has eliminated the work of unit members.

10 8.10 Work previously performed by employees who have been laid off shall not be performed by teachers, students,
11 confidential, supervisory or management employees, nor shall work be contracted out.

12 8.11 Seniority order for employees with the same date of employment in a classification will be determined by a
13 mutually agreed upon random number generator. The results and audit log of the random number generator
14 shall be provided to the ASSOCIATION.

15 ////

1 ARTICLE 9 – LEAVES AND VACATIONS

2 9.1 Bereavement Leave

3 9.1.1 The purpose of Bereavement Leave utilization shall be for the death of a member of the employee's
4 family.

5 9.1.2 Employees shall be granted paid Bereavement Leave, not to exceed five (5) days on account of the
6 death of family members identified in the table below (9.1.2.1).

7 9.1.2.1

Family Members of the Employee	Family Members of the Spouse of the Employee
Spouse, domestic partner	
mother, father, grandmother, or grandfather	mother, father, grandmother, or grandfather
son, daughter, son-in-law, daughter-in-law, or grandchild	son, daughter, son-in-law, daughter-in-law, or grandchild
sibling, aunt, or uncle	
any relative living in the immediate household of the employee	

8
9
10
11
12 9.1.3 Employees may take up to a maximum of three (3) days total per year of paid Bereavement Leave for
13 other family members not identified in table 9.1.2.1.

14 9.1.4 Employees using Bereavement Leave shall notify their immediate supervisor as soon as possible and
15 state the expected duration of their absence.

16 9.1.5 Employee may take a maximum of five (5) unpaid Bereavement Days for one "designated person" per
17 year (July 1 – June 30). "Designated person" means any individual related by blood or whose association
18 with the employee is the equivalent of a family relationship. The designated person may be identified by
19 the employee at the time the employee requests the leave. An employee's accrued paid leave or
20 available leave identified in 9.1.3 may be used as part of the five (5) days.

21 9.1.6 Upon request, the employee shall provide documentation of the death of the deceased within thirty (30)
22 days of the first day of the leave.

23 9.1.7 Immediately upon return to active service, the employee shall complete the appropriate absence form
24 and submit it to their immediate supervisor.

25 //

1 and Medical Leave under the provisions of state and federal law, details of which may be found in the
2 DEPARTMENT's Administrative Procedures Manual.

3 9.3.2 Family and Medical Leave for up to twelve (12) weeks per twelve (12) month period may be used for the
4 following reasons and as enumerated in the DEPARTMENT's procedure:

5 9.3.2.1 The birth of the employee's child, and in order to care for the child.

6 9.3.2.2 The placement of a child with the employee for foster care or in connection with the employee's
7 adoption of the child.

8 9.3.2.3 To care for the employee's child, parent or spouse with a serious health condition.

9 9.3.2.4 The employee's own serious health condition which makes the employee unable to perform their job.

10 9.3.3 An employee eligible for Family and Medical Leave may use his or her sick leave for purposes of parental
11 leave for a period of up to twelve (12) workweeks in accordance with Education Code section 45196.1.
12 This leave runs concurrently with the twelve (12) weeks provided under the Family Medical Leave Act
13 and the California Family Rights Act. Once accrued sick leave is exhausted, the employee is entitled to
14 fifty percent (50%) pay for the remainder of the twelve (12) week leave.

15 **9.4 Holidays**

16 9.4.1 The DEPARTMENT agrees to provide unit members with the following paid holidays, provided the
17 holiday occurs during the unit member's scheduled work year:

18 Independence Day	Martin Luther King, Jr's Birthday
Labor Day	Abraham Lincoln's Birthday
Veterans Day	George Washington's Birthday
Thanksgiving Day	Memorial Day
Day after Thanksgiving Day	Juneteenth
Christmas Eve	Floating Holiday (in lieu of Admissions Day)
Christmas Day	
New Year's Eve	
New Year's Day	

19
20
21 9.4.2 A holiday falling within a prescribed vacation period shall be deemed a holiday and not chargeable as
22 vacation.

23 9.4.3 An employee must be in a pay status on their last scheduled working day before or after a holiday in
24 order to receive pay for that holiday. Time during which a unit member is excused from work because
25 of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be

1 considered as time worked by the unit member for the purpose of determining paid status for holiday pay
2 only.

3 9.4.4 When a holiday falls on a Saturday, the Friday immediately preceding the holiday shall be observed as
4 the holiday. When a holiday falls on a Sunday, the Monday following the holiday shall be observed as
5 the holiday. When a holiday falls on a regularly scheduled day off within a Monday – Friday workweek,
6 the employee shall be granted a substitute holiday to be scheduled prior to June 30 of that fiscal year
7 with prior approval from the supervisor.

8 9.4.5 Floating Holiday

9 9.4.5.1 The Floating Holiday (in lieu of Admissions Day) granted in this section is not computed in the salary
10 schedule for Paraeducators, Specialized Physical Health Assistants, Paraeducator – DHH Total
11 Communication, Paraeducator – DHH Early Intervention, Speech/Language Pathology Assistants,
12 Licensed Vocational Nurse, or Certified Occupational Therapy (OT) Assistants and will be treated as
13 an additional work day to be liquidated at the convenience of the employee. Employees in the
14 classifications listed above will have holiday compensation, with the exception of the Floating
15 Holiday, computed as part of their salary rate. An employee shall not be eligible to take the Floating
16 Holiday until the initial probationary period has been completed.

17 9.4.5.2 Employees requesting a Floating Holiday shall make prior arrangements with their immediate
18 supervisor. The request shall be approved or denied by the supervisor within two (2) working days
19 of receipt of the request, provided that the request is received by the supervisor five (5) or more
20 working days prior to the effective date.

21 9.5 Industrial Accident and Illness Leave (Workers' Compensation)

22 9.5.1 Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and
23 scope of an employee's assigned duties.

24 9.5.2 An employee who has sustained a job-related injury shall report the injury immediately on the appropriate
25 DEPARTMENT form to the immediate supervisor. In order to qualify for Industrial Accident or Illness

1 Leave coverage, an employee claiming such leave shall be examined by a physician approved by the
2 DEPARTMENT'S approved medical panel.

3 9.5.3 Allowable leave shall be for not more than sixty (60) days during which the employee would otherwise
4 have been performing work for the DEPARTMENT in any one (1) fiscal year for the same illness or
5 accident.

6 9.5.4 Allowable leave shall not be accumulated from year to year.

7 9.5.5 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence,
8 regardless of a temporary disability indemnity award.

9 9.5.6 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be
10 entitled to only the amount of unused leave due for the same illness or injury.

11 9.5.7 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain
12 within the state of California unless the DEPARTMENT authorizes travel outside the state.

13 9.5.8 The DEPARTMENT shall issue appropriate salary warrants to the employee for payment of the
14 employee's salary and shall deduct normal retirement and other authorized contributions. Upon
15 conclusion of this paid industrial leave, an employee may utilize any available sick leave benefits,
16 provided that any sick leave utilization when combined with any temporary disability indemnity shall not
17 exceed one hundred percent (100%) of the employee's normal compensation.

18 9.5.9 An employee shall be permitted to return to service after an industrial accident or illness only upon the
19 presentation of a release from the employee's treating physician certifying the employee's ability to return
20 to their position classification without restrictions or detriment to the employee's physical and emotional
21 well-being. An employee may be requested to be examined by a physician designated by the
22 DEPARTMENT prior to being permitted to return to service. In the event that there is a disagreement by
23 the physicians over whether the employee is able to return to work, the DEPARTMENT retains the final
24 decision as to the employee's status.

1 9.5.9.1 An employee may be returned to modified duty, provided a position is available within the employee's
2 limitations and return to work would not be detrimental to the employee's physical and emotional
3 well-being. Any employee returning to modified work must have the prior approval of the
4 DEPARTMENT.

5 9.5.10 When all available leaves have been exhausted and the employee is medically unable to return to work,
6 they may request a Personal Leave. Any Personal Leave under this provision shall be at the discretion
7 of the Superintendent; or the employee may elect to resign and be placed on a reemployment list for a
8 period of thirty-nine (39) months. If an employee on a reemployment list becomes medically able to
9 assume the duties of their former classification during the thirty-nine (39) month period, the employee
10 shall be reemployed in the first vacant position with the classification of their previous assignment.

11 9.5.11 An employee shall notify the DEPARTMENT when receiving compensation from other employment while
12 on any status authorized in provisions of Section 9.5. The employee will be notified of the laws regarding
13 accepting compensation while receiving workers' compensation payments.

14 **9.6 Judicial Leave**

15 9.6.1 Judicial and official appearance leave may be granted for the purpose of regularly called jury duty,
16 appearance as a witness in court other than as a litigant, or to respond to an official order from another
17 governmental jurisdiction for reasons not brought about through the connivance or misconduct of the
18 employee.

19 9.6.2 The employee seeking an official Judicial Leave shall submit an Absence Request/Report form to the
20 immediate supervisor for a jury duty absence accompanied by a copy of the official order for jury duty.
21 The dates of actual service, other than the initial report date, may be added upon completion of jury duty,
22 as the actual duration will not be determined until completion of the jury duty service. The Absence
23 Request/Report form shall be submitted not less than ten (10) days prior to the beginning of the date of
24 the leave.

1 9.6.3 An employee may be granted a Judicial Leave not to exceed the duration of the requirement of the official
2 order for participation and appearance.

3 9.6.4 Immediately upon return to active service, the employee shall complete the Absence Request/Report
4 form and submit it to the immediate supervisor.

5 9.6.5 An employee on Judicial Leave shall receive full pay from the DEPARTMENT. The employee shall
6 submit to the DEPARTMENT any payment received as a daily rate stipend for jury duty service. The
7 employee may retain the amount provided for mileage and parking compensation that is indicated on the
8 stub of the check or warrant.

9 9.6.6 The employee, upon receiving a check or warrant for jury duty service, shall submit to Payroll the stub
10 of the jury duty check or warrant along with a personal check made out to the Orange County
11 DEPARTMENT of Education for the amount of the daily rate stipend only.

12 9.6.7 The employee shall provide, upon DEPARTMENT request, additional verification of the use of the Leave
13 provisions.

14 9.7 Legislative Leave

15 9.7.1 A leave of absence shall be granted permanent employees who are elected to the California State
16 Legislature.

17 9.7.2 An employee elected to the California State Legislature may request a Legislative Leave to fill the term
18 of office. Said request shall be submitted no later than fifteen (15) days after being elected to office.

19 9.7.3 During the term of a Legislative Leave, the employee may be employed by the DEPARTMENT to perform
20 less than full-time service for such compensation and upon such terms and conditions as may be
21 mutually agreed upon between the DEPARTMENT and the employee on Legislative Leave.

22 9.7.4 Except as provided above, an employee shall receive no DEPARTMENT compensation while on
23 Legislative Leave.

24 9.7.5 The employee shall, within six (6) months of the expiration of the term of office, be entitled to return to
25 the position held at the time of election. If the position held at the time of election has been abolished at

1 the time the employee is eligible to return to DEPARTMENT service, reinstatement shall be made to a
2 position for which the employee is qualified. Reinstatement shall be made at the salary to which the
3 employee would have been entitled had Legislative Leave not been utilized.

4 9.8 Military Leave

5 9.8.1 Employees covered by this AGREEMENT shall be granted any Military Leave to which they are entitled,
6 under law, as classified school employees. Employees shall be required to request a Military Leave in
7 writing and to supply the DEPARTMENT with copies of military orders in accordance with applicable law.

8 9.8.2 Employees may request up to three (3) working days for Family Deployment. Family Deployment is for
9 the purpose of spending time with family members being deployed to a combat zone. Approved time
10 shall be deducted from available Personal Necessity Leave.

11 9.8.2.1 Employees exercising the Family Deployment Leave request shall make prior arrangements with
12 their immediate supervisors. A Family Deployment Leave request shall be approved or denied by
13 the supervisor within two (2) working days of the request, provided that the request is received by
14 the supervisor five (5) or more working days prior to the effect date of the leave.

15 9.9 Unpaid Leave

16 9.9.1 An employee may request a leave of absence for personal reasons.

17 9.9.2 Any employee seeking approval for an Unpaid Leave shall submit a request including the reasons and
18 any supporting information related thereto, and the duration of the requested leave.

19 9.9.2.1 For personal absences of five (5) days or less, the employee shall submit a Leave of Absence
20 Request to their immediate supervisor who may approve or deny the request.

21 9.9.2.2 For personal absences of more than five (5) days but not more than fifteen (15) working days, the
22 employee shall submit the Leave of Absence Request to their immediate supervisor. The decision
23 of the Cabinet Representative for approval or denial of the request shall be final.

24 9.9.2.3 For personal absences in excess of fifteen (15) days, the employee shall submit the Leave of
25 Absence Request to their immediate supervisor not less than fifteen (15) working days prior to the

1 beginning date of the leave. After approval by the Cabinet Representative, the leave request will be
2 presented to the Superintendent for final approval or denial.

3 9.9.3 Human Resources should be notified immediately of any leave.

4 9.9.4 An employee may accept gainful employment while on Unpaid Leave with prior approval of the primary
5 Human Resources officer, Human Resources.

6 9.9.5 Any Unpaid Leave that may be granted under these provisions shall be without compensation.

7 9.9.6 After an extended leave of absence, the employee shall be reinstated to the same job as held prior to
8 the leave, if possible, but shall at least be entitled to return to the position classification held prior to the
9 Unpaid Leave, provided the classification is still in use by the DEPARTMENT.

10 9.10 Personal Business Leave

11 9.10.1 Leave may be granted for the conduct of personal business. This leave is not to be accumulative and is
12 taken at the discretion of the employee.

13 9.10.2 Employees exercising the Personal Business Leave shall make prior arrangements with their immediate
14 supervisor. A Personal Business Leave request shall be approved or denied by the supervisor within
15 two (2) working days of the request, provided that the request is received by the supervisor five (5) or
16 more working days prior to the effective date of the leave.

17 9.10.3 An employee shall be granted four (4) days each year for Personal Business.

18 9.10.4 Additional Personal Business days may be earned at the rate of one (1) personal business day for each
19 ten (10) days of accumulated sick leave as of June 30 each year, not to exceed a total of three (3)
20 additional days. This leave is not to be accumulative. Usage of leave under this section shall be reviewed
21 annually by the ASSOCIATION and the DEPARTMENT to evaluate continued implementation.

22 9.10.5 Personal Business days will be deducted from Personal Necessity Leave.

23 ////

1 possible. The physician's statement shall include the beginning date of disability, the cause of disability
2 and the anticipated date of return to active service.

3 9.13.5 Any unused Sick Leave credit may be used by the employee for Sick Leave purposes without loss of
4 compensation.

5 9.13.6 When an employee has exhausted all of their accumulated Sick Leave, said employee shall be entitled
6 to one hundred (100) days of Differential Sick Leave during a school year. Compensation for these
7 differential days shall be fifty percent (50%) of the employee's regular hourly rate or the difference
8 between the employee's hourly rate and the established substitute hourly rate, whichever is greater.
9 When using Differential Sick Leave under this section, a doctor's certificate of verification may be
10 required. The one hundred (100) day entitlement is not renewable during the school year. An employee
11 who has exhausted the Differential Sick Leave allowance is not eligible for additional Differential Sick
12 Leave during the balance of the school year.

13 9.13.7 Immediately upon return to active service, the employee shall complete the DEPARTMENT-approved
14 form and submit it to the immediate supervisor.

15 9.13.8 The DEPARTMENT, when reasonable, may request in advance that the employee provide acceptable
16 verification of the use of these provisions.

17 9.13.9 An employee who has experienced a disability absence requiring surgery, hospitalization or extended
18 medical treatment shall be required to submit, prior to return to active duty, a medical statement indicating
19 an ability to return to their position classification without restrictions or detriment to the employee's
20 physical and emotional well-being.

21 9.13.10 An employee returning to service shall be charged with one (1) additional day of Sick Leave if the
22 employee fails to terminate a previously secured substitute by contacting the substitute or the Human
23 Resources office no later than the close of the workday (4:30 p.m.) preceding the return to work. All
24 employees shall be informed of this policy upon hiring.

1 9.13.11 Employees who are members of the Public Employees Retirement System (PERS) and have unused
2 Sick Leave when they retire will receive service credit with PERS.

3 9.13.12 An employee may not accept other employment while on Sick Leave. Such employment is defined to
4 include only the hours in the employee's regular work schedule.

5 9.13.13 Sick Leave benefits which the employee has accumulated shall remain in full force and effect during the
6 term of this AGREEMENT; the employee shall continue to earn and accumulate Sick Leave from year to
7 year.

8 9.13.14 An employee required to call the substitute tape shall do so in accordance with program guidelines but
9 in no instance shall it be later than two (2) hours prior to the beginning of the shift that the substitute will
10 be working on the day of the absence.

11 9.14 Unauthorized Leave/Absence

12 9.14.1 The DEPARTMENT and each employee of the DEPARTMENT has entered into an employment
13 agreement, whereby the employee has agreed to supply, for a specified time, certain designated services
14 to the DEPARTMENT for an agreed upon salary. These services are to be provided by the employee
15 unless they are absent as authorized by state law or by leave provisions of this AGREEMENT.
16 Unauthorized absence constitutes a breach of service. The DEPARTMENT will deduct a salary amount
17 equal to the ratio of days absent to the days of required service for unauthorized absences.

18 9.14.2 After one (1) complete working day of unauthorized absence, the DEPARTMENT shall make a
19 reasonable attempt to contact the employee by telephone or other appropriate means. Reasonable
20 attempt shall not be interpreted as an obligation by the DEPARTMENT to attempt to personally visit the
21 employee.

22 9.14.3 A permanent employee, after three (3) working days of unauthorized absence, will be notified in writing
23 by the DEPARTMENT of the breach of service. Unauthorized absence is a breach of service and a
24 violation of the AGREEMENT by an employee. An employee who is absent on unauthorized leave for
25

1 more than three (3) working days in a year, shall be subject to such disciplinary action as deemed
2 appropriate under the circumstances.

3 9.14.4 A permanent employee who is absent from their employment with the DEPARTMENT for five (5)
4 consecutive working days without authorization, or who fails to return to work within five (5) working days
5 after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment
6 with the DEPARTMENT. A termination procedure shall be initiated which affords the employee a
7 reasonable opportunity to appear personally to present information to rebut the termination. The
8 employee may examine witnesses and be represented.

9 **9.15 Vacation Leave**

10 9.15.1 All employees working five (5) days a week in a regular position or a limited-term position shall receive,
11 at the completion of the initial six (6) months service, five (5) days vacation. Eligible employees must be
12 in pay status for more than one-half (1/2) of their working days in each calendar month to earn credit for
13 a calendar month's service. Credit is earned on a monthly basis and may be used once time is accrued.

14 9.15.2 Vacation entitlement for full-time employees shall be as follows:

15

Years of Service	Annual Entitlement			Monthly Accrual Rate
	10 Months	11 Months	12 Months	
1-3	8 days	9 days	10 days	5/6 day
4-10	13 days	14 days	15 days	1-1/4 days
11-16	17 days	18 days	20 days	1-2/3 days
17-20	18 days	19 days	21 days	1-3/4 days
21-24	19 days	20 days	22 days	1-5/6 days
25 or more	20 days	22 days	24 days	2 days

16
17
18

19 9.15.3 The same procedure shall be applied to an employee in a part-time, regular position on a prorated basis.

20 9.15.4 The maximum allowable vacation credit at any one (1) time for a full-time employee shall be three
21 hundred twenty (320) hours and a prorated amount equal to eight (8) weeks of vacation for part-time
22 employees. No employee shall lose vacation as a result of this provision. When the employee's
23 accumulated vacation leave balance reaches the maximum allowable vacation credit, the employer may
24 elect to assign the excess vacation hours or have the excess vacation paid off.

1 9.15.5 A vacation request that has been approved in writing by the DEPARTMENT cannot be rescinded except
2 in case of emergency. A vacation request shall be approved or denied by the supervisor or designee no
3 more than fifteen (15) calendar days from the receipt of the written request. For vacation requests
4 submitted less than ten (10) working days prior to the beginning of the date of the vacation, the supervisor
5 will approve or deny the request as expeditiously as possible.

6 9.15.6 Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions
7 of this section.

8 9.15.6.1 The illness or injury of the employee was of a nature that would preclude the effective use of
9 vacation and would prevent the employee from performing their normal duties.

10 9.15.6.2 The employee must notify their supervisor within five (5) working days of the beginning of the
11 illness to request that their illness or vacation be charged to sick leave.

12 9.15.6.3 The DEPARTMENT shall be under no obligation to extend the vacation beyond the original
13 scheduled vacation ending date.

14 9.15.6.4 If an employee has charged more than five (5) days of vacation to sick leave, the employee
15 must furnish the DEPARTMENT with a certificate signed by a licensed physician stating the
16 nature of the illness or injury and the period of disablement upon returning to work.

17 9.15.7 Vacation leave benefits which the employee has accumulated shall remain in full force and effect, and
18 during the term of this AGREEMENT the employee shall continue to earn and accumulate vacation leave
19 as provided by the provisions of Section 9.15.2.

20 Employees in the classification of Educational Interpreter for the Deaf are to take accrued vacation leave during program
21 closed days.

22 9.16 Non-Work Days

23 9.16.1 Employees in the classification of Paraeducator, Specialized Physical Health Paraeducator, Licensed
24 Vocational Nurse, Speech/Language Pathology Assistant, and Certified Occupational Therapy Assistant
25 are assigned to special work schedules which incorporate provisions for vacation and holiday pay.

1 9.16.2 As a general rule, employees should plan Non-Work Days with supervisors so that such leave will not
2 be disruptive to professional responsibilities. Nothing in this policy is to be construed as to limit the
3 number of times an employee may take Non-Work Days within the contract year.

4 9.16.3 When applicable to the employee, Non-Work Days are to be planned as far in advance as possible and
5 are to be taken with the concurrence of the supervisor. Generally, this occurs during the planning
6 process.

7 9.16.4 After a leave request has been approved, the leave may not be canceled without the concurrence of both
8 the supervisor and the employee.

9 9.16.5 If, while on non-work, an employee becomes ill or injured, they may request to transfer to Sick Leave
10 status. A physician's verification may be required.

11 9.16.6 Non-Work Day requests occurring outside of the yearly planning process shall be approved or denied by
12 the supervisor within fifteen (15) days of the written request. If the supervisor is unavailable when the
13 request is received, the request shall be approved or denied within two (2) working days of the
14 supervisor's return to duty. For Non-Work Day requests submitted less than ten (10) working days prior
15 to the beginning of the date of the Non-Work Day, the supervisor will approve or deny the request as
16 expeditiously as possible.

17 9.16.7 Paraeducators who choose a 232-day option can carry over a maximum of five (5) non-work days to the
18 following school year. Non-work days that are carried over do not accumulate from year to year [no more
19 than five (5) carried over non-work days are available in any school year].

20 *////*

1 ARTICLE 10 – MANAGEMENT RIGHTS

2 10.1 It is understood and agreed that the Superintendent retains all the powers and authority to direct, manage and
3 control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive
4 right to: determine the organization, direct the work of the employees and determine the times and hours of
5 operation; determine the kinds and levels of services to be provided and the methods and means of providing
6 them; establish the educational opportunities of students; determine staffing patterns and determine the
7 number and kinds of personnel required; maintain the efficiency of the DEPARTMENT'S operations; determine
8 the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary
9 allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the
10 event of an emergency. In addition, the Superintendent retains the right to hire, classify, assign, transfer,
11 evaluate, promote, terminate and discipline employees.

12 10.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Superintendent; the
13 adoption of policies, rules, regulations and practices in the furtherance thereof; and the use of judgment and
14 discretion in connection therewith shall be limited only by the specific and express terms of this AGREEMENT
15 and then only to the extent such specific and express terms are in conformance with the law.

16 //

1 ARTICLE 11 - NEGOTIATIONS

2 11.1 The ASSOCIATION will receive thirty-five (35) days paid release time for no more than five (5) employees of
3 the bargaining team to prepare for and attend negotiations meetings. The Superintendent's representative
4 may extend the number of days.

5 11.2 During the period of negotiations between the ASSOCIATION and the DEPARTMENT both parties may
6 choose to issue joint communications. Nothing in this article shall prohibit either party's ability to communicate
7 with its constituents. Attendance at negotiation sessions shall be restricted to the ASSOCIATION'S and
8 Superintendent's negotiation teams only. Consultants, resource people, and expert witnesses may attend
9 upon prior notice and with mutual agreement.

10 11.3 Each party may maintain its own minutes unless otherwise agreed upon.

11 11.4 Each party may have present at negotiating sessions not more than two (2) persons acting as chief
12 negotiators. If a chief negotiator for either party is other than an employee, the party must certify before the
13 commencement of negotiations that the chief negotiator acts as authorized spokesperson. The
14 DEPARTMENT'S chief negotiator shall not transfer authority except in case of emergency. All members of
15 the ASSOCIATION'S negotiating team are authorized to make, accept or reject proposals or counter-
16 proposals presented at a negotiating meeting.

17 11.4.1 To the greatest extent possible, teams will remain consistent throughout negotiations sessions. The
18 parties shall notify each other of any significant or long-term changes to their respective team.

19 11.5 Negotiations shall take place at mutually agreeable times and places, normally during the work day. Except
20 as allowed under Section 11.4, members of the ASSOCIATION bargaining team shall be members of CSEA.
21 Members of the ASSOCIATION'S bargaining team shall be responsible for notifying their immediate
22 supervisors of meeting times and dates and requesting release time no later than the beginning of the work
23 day following the scheduling of the meeting. In cases of emergency or hardship, an employee's request to
24 attend the negotiations meeting may be refused and the meeting will be rescheduled as soon as possible.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

11.6 The final agreement made between the parties shall be reduced to writing and initially distributed to DEPARTMENT and ASSOCIATION negotiation team representatives for proofreading. The DEPARTMENT shall provide twenty (20) copies of the ratified AGREEMENT to the ASSOCIATION.

11.7 Subsequent to ratification of the AGREEMENT either party may request that negotiations be resumed for the purpose of amending the AGREEMENT. Upon mutual agreement to negotiate, negotiations may proceed.

////

1 ARTICLE 12 – PERFORMANCE EVALUATIONS

2 12.1 All unit members shall be evaluated in accordance with the following schedule:

3 12.1.1 Probationary employees will be evaluated not less than twice during the probationary period. One (1)
4 evaluation will be at the approximate midpoint of the probationary period.

5 12.1.2 Permanent employees will receive an annual evaluation.

6 12.1.3 After five (5) years of receiving an overall rating of “Meets Expectation” in the same classification,
7 permanent employees at the maximum step may be evaluated at two (2) year intervals. If an evaluation
8 is missed, performance shall be considered to meet expectations.

9 12.1.4 An annual evaluation will be necessary for a one- (1-) time merit increase under Article 18.

10 12.2 Performance evaluation reports shall be made on forms prescribed by the DEPARTMENT and shall be
11 prepared by the employee’s immediate supervisor. The immediate supervisor shall present the performance
12 evaluation report to the employee and shall discuss it with them. The evaluation form shall be signed by the
13 employee to indicate receipt, and the employee shall be given a signed copy. The performance evaluation
14 report shall then be filed in the employee’s personnel file.

15 12.3 No evaluation shall be made based upon unsubstantiated information or statements. Any negative comments
16 shall include specific recommendations for improvements and the employee shall have the right to review and
17 respond to any derogatory evaluation.

18 12.4 Notwithstanding Article 3 - Classified Personnel Files, annual evaluations may remain in the personnel file for
19 the duration of the employee’s employment.

20 12.5 At no time shall the employee be evaluated by a member of the classified bargaining unit.

21 //

1 ARTICLE 13 – POSITION CLASSIFICATION

2 13.1 An employee who believes their position is not properly classified may request that a classification study be
3 conducted. The request should be made on a Reclassification Request form which is obtained from Human
4 Resources.

5 13.2 The supervisor will review the request and comment as appropriate before submitting to the next level
6 Supervisor. The form will then be sent to the primary Human Resources officer, via the appropriate Cabinet
7 Representative no later than September 15 or March 15 of each year.

8 13.3 The primary Human Resources officer will cause the position to be studied.

9 13.4 No classification request will be accepted if the position has been audited within the previous twelve (12)
10 months without the approval of the primary Human Resources officer.

11 13.5 This article does not apply to positions under review in a general reclassification study.

12 13.6 A "class" is a group of positions similar in duties and responsibilities that have the same descriptive title.

13 13.7 A "reclassification" is the reassignment of a position because of substantial changes in class titles, minimum
14 qualifications, duties or responsibilities. Reclassification may or may not be accompanied by a change in
15 salary range assignment. A reclassification is normally accomplished by an audit and reevaluation of the
16 assignment by the Reclassification Committee.

17 13.8 Reclassification Committee

18 13.8.1 Definition of committee: The DEPARTMENT and ASSOCIATION agree to establish a joint, ongoing
19 Reclassification Committee effective July 1, 1995. This committee shall be composed of a minimum of
20 two (2) representatives selected by the ASSOCIATION and a minimum of two (2) representatives
21 selected by the Superintendent or designee. A member shall serve for two (2) years. Terms will be
22 staggered for the two (2) members of each team. Outside resources can be included as needed. A
23 member shall be eligible for additional two (2) year terms. ASSOCIATION representatives shall serve
24 on release time. Any committee member whose class comes up for review or who supervises anyone
25 applying for a reclassification shall not participate as a committee member on that application only.

1 13.8.2 The Reclassification Committee shall meet twice a year in November and May. The purpose of the
2 committee shall be to meet on a semiannual basis and make decisions regarding reclassification
3 requests.

4 13.8.3 The Reclassification Committee shall reach its decision by consensus and notify the Superintendent or
5 designee. The final authority rests in the Superintendent or designee who will review recommendations
6 and approve or reject them. Human Resources will then notify applicants and supervisors and the
7 committee members of their decision. The decision of the Superintendent or designee shall be final.

8 13.8.4 On or before September 1 or March 1 of each school year, a unit member who believes his/her position
9 should be reclassified shall complete and submit the original Reclassification Request form to the
10 immediate supervisor and a copy to Human Resources. The copy of the request sent to Human
11 Resources may be sent via email or fax. Human Resources will provide employees with the status of
12 their reclassification upon email request. The DEPARTMENT will convene the Reclassification
13 Committee to review current requests. Unless additional information is needed, the committee will
14 complete its decision-making process by December 15 or June 15, respectively, and forward these
15 recommendations to the Superintendent or designee. If the additional information needed by the
16 committee results in a delay of the process, Human Resources shall notify the supervisor and employee
17 of the position in question. Such notification shall be in writing and, if possible, shall include a timeline
18 for processing.

19 13.8.5 If the position is reclassified to a classification on the same or higher salary range, the effective date is
20 retroactive to the first of the month following the month in which Human Resources receives the
21 completed Reclassification Request/Position Description form from the employee.

22 ////

1 ARTICLE 14 – REIMBURSEMENT PROGRAMS

2 14.1 Personal Property

3 14.1.1 The DEPARTMENT shall provide for the payment of the cost of replacing or repairing employee property,
4 such as eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried
5 by the employee which is damaged without fault of the employee while in the line of duty. If the property
6 is damaged beyond repair, the actual value of such property shall be reimbursed up to a maximum of
7 one thousand dollars (\$1,000) per fiscal year. It is understood that, if the employee has personal
8 insurance that would cover the loss, the DEPARTMENT'S liability shall be limited to the insurance's
9 deductible clause, if any, up to a maximum of one thousand dollars (\$1,000) per fiscal year. The
10 employee shall report any loss immediately to the immediate supervisor. The DEPARTMENT shall not
11 be responsible for an employee's personal property other than clothing and necessary personal items
12 that are brought into the work areas other than the exceptions noted in Section 14.1.2.

13 14.1.2 Certain personal property may be authorized to be brought to work which would not normally be
14 considered necessary personal property items but do further the goals and programs of the
15 DEPARTMENT. The DEPARTMENT shall pay the cost of replacing or repairing such property for the
16 loss or damage by arson, accident, burglary or vandalism. Reimbursement shall be made only when
17 approval for the use of the personal property was given before the property was brought to work and
18 when the value of the property was agreed upon in writing by the person or persons bringing the property
19 and the administrator or designee at the time the approval was given.

20 14.1.3 The employee must provide satisfactory proof of value of an item of property to the DEPARTMENT prior
21 to exercising provisions of Section 14.1

22 14.2 Mileage

23 14.2.1 Any employee required and directed by their supervisor to use a personal vehicle on DEPARTMENT
24 business shall be reimbursed according to the rate schedule in effect for the DEPARTMENT.

25 14.3 Tuition Reimbursement

1 14.3.1 The Tuition Reimbursement program is designed to encourage employees to continue their self-
2 development by enrolling in courses which will educate them in new concepts and methods in their
3 occupational fields and prepare them to meet the changing demands of their jobs and help prepare them
4 for advancement to positions of greater responsibility in the DEPARTMENT service.

5 14.3.2 The following criteria shall be used in determining the eligibility of courses for tuition reimbursement.

6 14.3.2.1 Courses must be related to the work of the employee's position or occupation.

7 14.3.2.2 Courses must be taken at times other than when the employee is scheduled to be at work.

8 14.3.2.3 Courses must be taken through accredited institutions.

9 14.3.3 Courses are not eligible for tuition reimbursement if they:

10 14.3.3.1 Are taken to bring unsatisfactory performance up to an acceptable level.

11 14.3.3.2 Are taken to acquire skills or knowledge which the employee was deemed to have when
12 appointed.

13 14.3.3.3 Duplicate available in-service training.

14 14.3.3.4 Duplicate training which the employee has already had. Refresher courses, as designated by
15 an institution, are eligible for reimbursement.

16 14.3.3.5 A course submitted for Professional Growth is not eligible for tuition reimbursement, effective
17 July 1, 1993.

18 14.3.4 Conventions, workshops, short courses, institutes, etc. are not included in the tuition reimbursement
19 program because of the difficulty in establishing criteria which are consistent with those used to evaluate
20 more traditional courses. For example, such programs often are given by non-accredited institutions,
21 involve DEPARTMENT time or considerable travel expense and are not easily comparable to any other
22 programs.

23 14.3.5 Employees covered by this AGREEMENT performing their jobs satisfactorily are eligible for
24 reimbursement.

25 14.3.6 Reimbursement will be made for tuition, registration and laboratory fees only.

1 14.3.7 Reimbursement shall be made to the employee upon completion of the course with a minimum final
2 grade of C or its equivalent in an undergraduate course, or of B or its equivalent in a graduate level
3 course. No reimbursement shall be made for audited courses or incomplete courses.

4 14.3.8 Reimbursement shall be limited as follows:

5 14.3.8.1 No employee shall be reimbursed for more than three (3) courses in a single semester or
6 quarter.

7 14.3.8.2 The maximum reimbursement that may be received by an employee shall be eight hundred
8 dollars (\$800) per school year. It is intended that this program be administered to assist as
9 many qualified employees as possible and the eight hundred dollars (\$800) mentioned here is
10 established as a maximum and not as a guarantee.

11 14.3.8.3 No employee will be reimbursed for expenses totaling less than five dollars (\$5) for a single
12 course.

13 14.3.8.4 Reimbursement, excluding veteran's educational benefits, received from other sources for
14 tuition, registration fees, and/or lab fees will be deducted from the cost of such expenses in
15 determining the amount which the DEPARTMENT will pay.

16 14.3.8.5 Notwithstanding Section 14.3.8.1 and Section 14.3.8.2, the maximum amount the
17 DEPARTMENT shall be required to reimburse during a fiscal year is seven thousand five
18 hundred dollars (\$7,500).

19 14.3.9 The employee shall apply for tuition reimbursement to the primary Human Resources officer prior to the
20 ending date of the course.

21 14.3.10 The primary Human Resources officer shall evaluate the request for reimbursement and notify the
22 employee within ten (10) working days of approval or denial.

23 ////

1 14.3.11 Upon completion of an approved course, the employee shall validate the fees paid and the grade
2 achieved, and provide the information to Human Resources with forty-five (45) days of completion of
3 approved course.

4 14.3.12 Upon being informed of certification by Human Resources, the Fiscal Services unit shall issue a warrant
5 to the employee for reimbursement.

6 14.4 Inconvenience Adjustment

7 14.4.1 Employees reassigned, due to declining enrollment, to a site more than twenty-five (25) additional travel
8 miles from the employee's residence, shall receive a two hundred dollar (\$200) stipend for each quarter
9 they remain in the new assignment. Employees reassigned due to declining enrollment to a site between
10 twenty (20) and twenty-five (25) additional travel miles from the employee's residence, shall receive a
11 one hundred dollar (\$100) stipend for each quarter they remain in the new assignment. These stipends
12 will be paid for one (1) year only.

13 ////

1 ARTICLE 15 - SAFETY

2 15.1 The Superintendent shall, within the limitation of its financial capabilities, provide a safe working environment
3 for employees. The Superintendent shall comply with the provisions of the California State Occupational
4 Safety and Health Act regulations within the general industry safety orders and, where applicable, construction
5 safety orders.

6 15.2 It is the employee's responsibility to report in writing to their immediate supervisor(s) any unsafe condition with
7 a copy to Risk Management.

8 15.3 No employee shall be in any way discriminated against as a result of reporting any condition believed unsafe.

9 //

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 ARTICLE 16 – SAVINGS PROVISIONS

2 16.1 If any provisions of this AGREEMENT are held to be contrary to law by a court of competent jurisdiction, such
3 provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions
4 will continue in full force and effect.

5 16.2 In the event of suspension or invalidation of any provision of the AGREEMENT, the parties agree to meet and
6 negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory
7 alternative to the issue opened by the invalidation or suspension.

8 *////*

1 ARTICLE 17 – PROBATIONS, PROMOTIONS, TRANSFERS, ADJUSTMENTS

2 17.1 Probationary Period – New Employees

3 17.1.1 Persons appointed must successfully complete a probationary period in order to be considered
4 permanent. Employees may be released at any time during their probationary period without cause.

5 17.1.2 A new employee shall serve an initial probationary period not to exceed six (6) months or one hundred
6 thirty (130) days of paid service, whichever is longer.

7 17.1.3 Time spent on paid or unpaid leave, with the exception of paid holidays, shall not be included when
8 calculating the above probationary period.

9 17.1.4 The DEPARTMENT may effect the release from employment of any employee at any time during the
10 employee's probationary period. The DEPARTMENT need not state any reason for such probationary
11 release; however, such release shall not be prohibited by law for any reason.

12 17.1.5 New employees subject to release during the probationary period shall be notified in writing of the action
13 to be taken. In addition, said employee shall be granted, upon request, a meeting with the primary
14 Human Resources officer or their designee. The employee is entitled to have representation at this
15 meeting.

16 17.1.6 If the decision of the primary Human Resources officer is to continue the proposed release, the
17 probationary employee shall have neither the right to appeal nor any further rights to a hearing as outlined
18 in the AGREEMENT.

19 17.2 Promotions

20 17.2.1 First consideration for promotion shall be given to bargaining unit employees.

21 17.2.2 An employee with permanent status who is promoted to a higher classification will serve a probationary
22 period of six (6) months. Such employee may be involuntarily demoted to the employee's former class
23 during the probationary period.

24 17.2.3 An employee subject to initial probation who is promoted to a higher class will be deemed to have
25 satisfactorily completed initial probation effective the date of the promotion.

1 17.2.4 An employee with permanent status who is promoted to a higher classification may voluntarily demote
2 to their former class with prior DEPARTMENT approval.

3 17.2.5 An employee with permanent status, to be eligible to return to a previous position in accordance with
4 17.2.2 and 17.2.4, must have prior permanent status in that classification.

5 17.2.6 An employee who receives a promotion as a result of reclassification in the same position will not serve
6 an additional probationary period beyond initial probation.

7 17.3 Transfers

8 17.3.1 A transfer is defined as a lateral move to a vacant position in the same classification or to a different job
9 classification at the same salary range. A transfer shall be based on requirements of the program and
10 job-related criteria. A newly created position shall also be considered a vacancy.

11 17.3.1.1 Voluntary Transfers

12 17.3.1.1.1 Within a division, employees may initiate a request to the division head for a lateral move in
13 the same classification. If the division head approves the transfer, the division head will
14 inform Human Resources in accordance with Section 17.3.1.2.2 of this article.

15 17.3.1.1.2 Employees may also use the transfer process to request a reduction to a classification on a
16 lower salary range.

17 17.3.1.1.3 Employees wishing an interdivision transfer/reduction must state such an intention in writing
18 to Human Resources.

19 17.3.1.1.4 Employees requesting a transfer to a different classification on the same range or lower must
20 meet the minimum qualifications for the new classification and may be required to take
21 applicable performance tests for the new classification.

22 17.3.1.1.5 When a vacancy occurs, employees with a lateral transfer request on file will be given first
23 consideration.

24 17.3.1.1.6 Twice per year (end of June and end of December) Human Resources will distribute a blanket
25 transfer flier. The flier will solicit responses for lateral transfers to any location at which an

1 employee is interested in working. Transfer requests received will expire June 30 of each
2 year of submission.

3 17.3.1.1.7 When a new site is opened and vacancies created Human Resources will post a lateral
4 transfer flier allowing employees the opportunity to express interest in the new site.

5 17.3.1.1.8 Employees may submit transfer requests at any time during the year. It is not necessary to
6 wait for the blanket transfer posting.

7 17.3.1.1.9 Those employees interested in the position will be interviewed by the supervisor with the
8 vacancy. In the case of employees with equal qualifications, as determined by the supervisor,
9 the employee with the most seniority shall be selected for the position.

10 17.3.1.1.10 Supervisors with vacancies will not be required to interview employees more than one (1)
11 time during the one- (1-) year period of the transfer request. If consideration for a vacancy
12 is based on a previous interview, Human Resources will notify the employee.

13 17.3.1.1.11 Employees not selected shall be afforded the opportunity, upon request, to receive feedback
14 related to the interview and its results. This feedback shall be provided through Human
15 Resources.

16 17.3.1.1.12 Employees who decline an opportunity to transfer shall not be penalized and shall be offered
17 the opportunity to transfer upon the next available vacancy.

18 17.3.1.1.13 Concurrent posting for external candidates may be accomplished while in-house candidates
19 are interviewed/considered.

20 17.3.1.2 Involuntary Transfers

21 17.3.1.2.1 Within a division, a division head; i.e., Cabinet Representative, may laterally move a
22 permanent or probationary employee to a vacant position in the same classification within
23 the division without initiating a recruitment.
24
25

1 17.3.1.2.2 Human Resources will be notified in writing by the division head prior to initiating any lateral
2 personnel moves. Notification will identify effective date, name of the individual to be laterally
3 moved, and the vacant position.

4 17.3.1.2.3 Employees may be transferred between divisions with the prior approval of the
5 Superintendent. The employee will be given two (2) weeks notice prior to such a transfer
6 whenever possible. The employee will have the right to discuss the reasons for the transfer
7 with their Cabinet Representative prior to the effective date of the transfer. The employee
8 may make a written appeal of the transfer to the Superintendent.

9 17.3.1.2.4 Employees involuntarily transferred shall not receive a reduction in hours.

10 17.3.1.2.5 A transfer will not be arbitrary or capricious.

11 17.3.1.3 General Provisions

12 17.3.1.3.1 When an existing site is moved to a different location(s), the transfer provisions of the
13 AGREEMENT shall not apply. Any vacancies or new positions created as a result of the
14 move shall be filled in accordance with existing contract language.

15 17.3.1.3.2 Paraeducators – Special Education accepted for transfer are not required to reduce the hours
16 per day worked.

17 17.3.1.3.3 Employees wishing to exchange jobs with members in the same classification may do so with
18 approval of both supervisors/administrators. Job exchanges will not be considered transfers.

19 17.3.1.3.4 A reassignment is defined as the reallocation of an employee and the employee's position to
20 a different site. If the reassignment is involuntary, the provisions of Section 17.3.1.2 will
21 apply.

22 17.4 Downward Adjustment

23 17.4.1 A downward adjustment shall be defined as a change in classification resulting in a lower salary range
24 than the employee's classification/range at the time of the movement. For purposes of this article only,
25 "current rate" refers to an employee's monthly salary. When a change occurs that would result in an

1 employee moving from the regular classified salary schedule to one (1) of the hourly salary schedules;
2 e.g. Paraeducator, prorated adjustments shall be made if the employee chooses less than the maximum
3 choice of days and/or less than eight (8) hours per day worked.

4 17.4.2 Reclassification of any position or class of positions or a voluntary reduction under the provisions of
5 Article 17.2.4 or 17.3.1.1.2 shall not be deemed a demotion even if it results in a downward adjustment;
6 otherwise, a downward adjustment shall be considered a demotion and shall take place only as a result
7 of the layoff or disciplinary procedures of this AGREEMENT.

8 17.4.3 Any employee receiving a layoff demotion or reclassification reduction which would otherwise result in a
9 downward adjustment in salary shall have their salary "grandfathered" (G-rated) at their current rate for
10 a period not to exceed five (5) years. G-rated means employees will receive any range adjustment
11 applied to the classification held by the employee at the time the adjustment is applied and/or any
12 adjustment applied to the salary schedule.

13 17.4.4 After five (5) years, the employee's salary shall be Y-rated based on the schedule outlined below, except
14 that an employee who has completed twenty-five (25) consecutive years of service at the conclusion of
15 the five (5) year G-rate will continue in a G-rate status as long as they serve in that classification or
16 subsequent classifications due to a reduction in force. If, at the end of this period of time, the employee's
17 salary continues to exceed the maximum of the appropriate salary range, the employee's salary will be
18 reduced to the amount equivalent to the highest step on the range.

19 Schedule

<u>Years of Service</u>	<u>Duration of Y-Rate</u>
5 years but less than 10 years	3 years
10 years but less than 15 years	4 years
15 years or more	5 years

20
21
22 17.4.5 If an employee voluntarily reduces to a classification on a lower salary range, the employee will be Y-
23 rated at their current rate for a period of time equal to the number of months served in the higher
24 classification, provided the employee completed the probation period. Voluntary Y-rating shall not
25 exceed sixty (60) months. If, at the end of this period of time, the employee's salary continues to exceed

1 the maximum of the appropriate salary range, the employee's salary will be reduced to the amount
2 equivalent to the highest step on the range. When an employee has served in the higher classification
3 less than six (6) months, the employee shall not be eligible for Y-rating and shall receive the highest step
4 in the new salary range that does not exceed the employee's rate of pay immediately prior to reduction
5 and shall retain their merit eligibility date. Y-ratings in place as of the effective date of the 2018-2019
6 agreement will remain until their respective expiration dates.

7 17.4.6 When an employee is demoted due to reasons of unsatisfactory performance, the employee will be
8 placed on the same numeric step of the salary range for the new classification that corresponds to the
9 numeric step the employee is receiving in the classification being reduced from, or to the highest step in
10 the new salary range that does not exceed the employee's rate of pay immediately prior to reduction if
11 no corresponding step exists. For example, a Paraeducator at Step 13 would go to Step 12 on a new
12 range on the regular classified salary schedule.

13 17.5 Substitute In a Vacancy

14 17.5.1 When the Department is engaged in a procedure to hire a permanent employee to fill a vacancy in any
15 classified position, the vacancy may be filled through the employment, for not more than ninety (90)
16 calendar days, of one (1) or more substitute employees. If the vacancy exceeds ninety (90) calendar
17 days, the chapter president or designee may agree in writing to an extension of the use of a substitute
18 in the vacancy.

19 ////

1 ARTICLE 18 – WAGES AND COMPENSATION

2 18.1 General Provisions

3 18.1.1 Upon initial employment, employees will be notified in writing of classification title, hours per day/week,
4 salary range and step, monthly/hourly salary and work location. In addition to above, a copy of the
5 employee's class specification shall be furnished when applicable. Changes to salary made after initial
6 employment shall be accessible to employees on the Employee Information System (EIS) or equivalent.

7 18.1.2 All employees shall be paid twice per month on or before the tenth (10th) and twenty-fifth (25th) of each
8 month and before 3:00 p.m. if at all possible. Employees will be given written notification of
9 miscellaneous adjustment(s) as described in Section 18.1.1 above.

10 18.1.3 If the normal pay date falls on a weekend or holiday, the paycheck shall be issued on the preceding
11 workday.

12 18.1.4 The regular rate of pay shall be in accordance with the attached salary schedules. (See Appendices B,
13 C, D, E, F and G.)

14 18.1.5 In the event of an error in payment resulting in overpayment to an employee, the Department shall notify
15 the employee in writing. The notification shall include information about the employee's rights under
16 California Education Code and the opportunity to meet and develop a written repayment plan. If no
17 agreement is reached on a repayment plan or the employee does not respond to the notification within
18 thirty (30) days, the DEPARTMENT may recover the overpayment through payroll deduction(s) as
19 authorized by California Education Code.

20 18.1.6 The DEPARTMENT shall provide a quarterly statement which reflects employee sick leave, vacation
21 leave, and compensatory time.

22 18.2 Step Placement

23 18.2.1 Step placement upon initial employment will be at the recruiting step for the classification. The recruiting
24 step is normally Step 1 of the salary schedule unless otherwise indicated. An employee may receive
25

1 step placement above the recruiting step upon advance approval of the primary Human Resources
2 officer.

3 18.2.2 An employee will receive a two- (2-) step increase upon promotion, provided such step placement does
4 not exceed the maximum step of the new salary range.

5 **18.3 Shift Differential**

6 18.3.1 An employee who works an assigned night shift shall, in addition to their regular salary, be paid a night
7 shift differential for each hour actually worked on the assigned night shift.

8 18.3.2 For purposes of this section, night shift shall mean an assigned work shift of seven (7) consecutive hours
9 or more which includes at least four (4) hours of work between the hours of 3:00 p.m. and 9:00 a.m.
10 Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for
11 night shift differential.

12 18.3.3 The rate of night shift differential shall be five percent (5%) of the hourly rate.

13 **18.4 Bilingual Pay**

14 18.4.1 Qualified employees who meet the following criteria shall receive an additional bilingual stipend of two
15 and one-half percent (2.5%), hereinafter referred to as "Tier 1." This will not apply to the class of
16 Interpreter or Paraeducator – Deaf and Hard of Hearing Program (DHH).

17 18.4.2 An employee must be assigned by DEPARTMENT management to speak or translate a language in
18 addition to English. This may include such specialized communication skills as sign language.

19 18.4.3 Employees must regularly and frequently speak and/or translate a second language on an average of
20 once daily.

21 18.4.4 To become qualified, employees must be certified as qualified by the primary Human Resources officer.
22 Bilingual pay shall be retroactive to the date requested by the employee and approved by the supervisor
23 and the primary Human Resources officer.

24 18.4.5 The supervisor and the primary Human Resources officer must confirm the need for the services in
25 accordance with Section 18.4.2 and 18.4.3 every two (2) years.

1 18.4.6 All employees who are eligible to receive the Tier 1 2.5% bilingual stipend as identified above may be
2 eligible to receive additional compensation for performing advanced interpretation services, hereinafter
3 referred to as "Tier 2."

4 Tier 2 interpretation services are assigned by the DEPARTMENT and include Individualized Education
5 Plans (IEP) and may include other high complexity meetings as identified by the DEPARTMENT and are
6 performed outside the course of an employee's regular scope of work.

7 In order to be eligible to perform Tier 2 interpretation services, employees must pass the DEPARTMENT-
8 administered exam to demonstrate competency for advanced interpretation.

9 An employee assigned to perform Tier 2 interpretation services shall be compensated at an additional
10 hourly rate of five dollars (\$5.00) for the duration of the interpretation for a minimum of two (2) hours per
11 occasion.

12 **18.5 Physical Examinations**

13 18.5.1 The DEPARTMENT will provide the full cost of any physical examination required by the DEPARTMENT.

14 The DEPARTMENT retains the right to designate the physician conducting the physical.

15 18.5.2 The verification of an employee's illness by a physician, if that is the form of verification presented by the
16 employee prior to the approval of any Sick Leave absence, is not a physical as described under this
17 section.

18 **18.6 Compensation for Training**

19 When an employee is directed by the DEPARTMENT to participate in training sessions, the hours spent in actual
20 training shall be considered hours worked and all provisions of this AGREEMENT relating to compensation shall
21 apply.

22 *////*

23
24 **18.7 Equipment/Uniforms**

1 The DEPARTMENT will provide to employees any equipment and uniforms required by the DEPARTMENT.

2 Said equipment and uniforms may not be used for other than DEPARTMENT business.

3 18.8 Overtime

4 18.8.1 Overtime is defined to include any time required to be worked in excess of eight (8) hours in any day and
5 in excess of forty (40) hours in any calendar week.

6 18.8.2 For employees working an average workday of less than four (4) hours during a work week, overtime
7 shall be any work performed on the seventh (7th) day following the commencement of their workweek.

8 18.8.3 For employees working an average workday of four (4) hours or more, the workweek shall consist of not
9 more than five (5) consecutive workdays, and overtime shall be paid for any work required to be
10 performed on the sixth (6th) and seventh (7th) day following commencement of their workweek.

11 18.8.4 For employees working a workday of eight (8) hours, overtime shall be considered to be anything in
12 excess of eight (8) hours in any working day or anything over forty (40) hours in one (1) calendar week.

13 18.8.5 For the purpose of computing the number of hours worked, time during which an employee is excused
14 from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of
15 absence shall be considered as time worked by the employee.

16 18.8.6 Compensatory time shall be taken at a time mutually acceptable to the employee and the immediate
17 supervisor within the fiscal year of the date on which it was earned. If the compensatory time has not
18 been taken within the fiscal year in which it was earned, the DEPARTMENT shall pay the employee in
19 cash for all such time earned at the appropriate overtime rate based on the employee's rate of pay in
20 force when paid. The DEPARTMENT shall notify the employee at the time of assigning the overtime
21 what method of payment, cash or compensatory time off is appropriate.

22 18.8.7 Notwithstanding the provisions above, when the DEPARTMENT specifically finds that certain classes
23 are subject to fluctuation in daily working hours not susceptible to administrative control, overtime shall
24 be only those hours in excess of forty (40) hours in a calendar week.

1 18.8.8 Overtime hours, as defined in this section, shall be compensated at a rate of pay equal to one and one-
2 half (1 ½) times the regular rate of pay or compensatory time equal to one and one-half (1 ½) times the
3 regular rate, for all work authorized by the DEPARTMENT.

4 18.8.9 Reasonable rotation of qualified employees shall be attempted within the unit and classification when
5 assigning overtime. Employees shall not be excluded from an overtime assignment because of an
6 inability to work previous overtime assignments.

7 18.8.10 Whenever possible, overtime assignments shall be made not less than twenty-four (24) hours prior to
8 the period for which overtime is required.

9 18.8.11 When less than twenty-four (24) hours notice is given and no employee volunteers for an overtime
10 assignment, the supervisor shall assign the overtime by seniority, requiring the qualified employee with
11 the least seniority to accept the assignment. Subsequent overtime assignments under this paragraph
12 shall be rotated until all employees in the unit have received an overtime assignment.

13 18.9 On Call

14 18.9.1 An employee assigned to on-call duty shall be compensated at one-quarter (¼) of their basic hourly rate
15 for the entire period of assignment.

16 18.9.2 On-call duty requires the employee so assigned: (1) to be ready to respond immediately to calls for
17 service; (2) to be reachable by telephone; (3) to remain within a specific distance from their work station;
18 and (4) to refrain from activities which might impair their ability to perform assigned duties.

19 18.10 Call Back

20 18.10.1 When an employee returns to work because of a DEPARTMENT request made after the employee has
21 completed their normal work shift and left the work station or is called back to work on a day they/their is
22 not scheduled to work, the employee shall be credited with four (4) hours work plus any hours of work in
23 excess of four (4) hours in which the employee is continuously engaged in work for which they were
24 called back.

25 18.10.2 Call back shall be paid at one and one-half (1 ½) times the regular rate.

1 18.10.3 There shall not be any duplication or pyramiding of rates paid under this section.

2 18.10.4 An employee shall be credited with not more than one (1) minimum four- (4-) hour guarantee for work
3 performed during any consecutive four- (4-) hour period.

4 18.10.5 An employee credited with four (4) hours pursuant to this section may be assigned other work until the
5 guaranteed time has elapsed.

6 18.10.6 Employees called back shall be eligible for mileage reimbursement.

7 18.11 Holiday Pay

8 When an employee is required to work on a holiday, the employee shall be paid compensation or, at the election
9 of the employee, be given compensating time off for such work in addition to the regular pay received for the
10 holiday at the rate of one and one-half (1 ½) the regular rate of pay. Holiday compensation time will be liquidated
11 at the convenience of the employee.

12 18.12 Merit Increases

13 18.12.1 Except as otherwise indicated in Appendix A, new employees will be placed on Step 1 of the salary range
14 assigned to their classification or in accordance with Article 18.2.1. Merit increases of two (2) steps
15 within a salary range will be granted to eligible employees at the completion of the initial probationary
16 period and annually thereafter. A new employee successfully completing initial probation may not
17 receive a merit increase of more than two (2) steps upon completion of the initial probation period.

18 18.12.2 Two (2) step increases will be based on an assumption of at least standard performance and will be
19 denied only for reasonable cause based on substandard performance. A denial will be grievable under
20 Article 6, Grievance Procedure. Should an employee's merit increase eligibility date be overlooked, the
21 employee will receive a two- (2-) step increase effective on the date they would otherwise have been
22 eligible.

23 18.12.3 Nothing in this section shall preclude the granting of three (3) or four (4) step merit increases solely within
24 the discretion of the DEPARTMENT. Granting of merit increases in excess of two (2) steps will not be
25 subject to the Grievance Procedure.

1 18.12.4 A merit increase adjustment of two and one-half percent (2.5%) of the evaluated position's annual base
2 salary at the time of final processing may be approved for an employee who is at Step 12 of the salary
3 schedule or otherwise ineligible for merit increase. An employee is limited to one (1) such merit increase
4 adjustment. The merit increase adjustment will be based on an annual performance evaluation and must
5 meet the criteria set forth in the Memorandum of Understanding (MOU) in Addendum 5 and must have
6 prior approval of the primary Human Resources officer or designee. The merit increase adjustment will
7 be made in a single payment.

8 18.13 Longevity Pay

9 18.13.1 An employee with eight (8) or more years of consecutive, regular service to the DEPARTMENT will
10 receive a longevity pay stipend. The stipend will be paid at the rate of two and one-quarter percent
11 (2.25%).

12 18.13.2 An employee with ten (10) or more years of consecutive, regular service to the DEPARTMENT will
13 receive a longevity pay stipend. The stipend will be paid at the rate of three and one-quarter percent
14 (3.25%).

15 18.13.3 An employee with twelve (12) or more years of consecutive, regular service to the DEPARTMENT will
16 receive a longevity pay stipend. The stipend will be paid at the rate of four and one-quarter percent
17 (4.25%).

18 18.13.4 An employee with fourteen (14) or more years of consecutive, regular service to the DEPARTMENT will
19 receive a longevity pay stipend. The stipend will be paid at the rate of five and one-quarter percent
20 (5.25%).

21 18.13.5 An employee with sixteen (16) or more years of consecutive, regular service to the DEPARTMENT will
22 receive a longevity pay stipend. The stipend will be paid at the rate of six and one-quarter percent
23 (6.25%).
24
25

1 18.13.6 An employee with eighteen (18) or more years of consecutive, regular service to the DEPARTMENT will
2 receive a longevity pay stipend. The stipend will be paid at the rate of seven and one-quarter percent
3 (7.25%).

4 18.13.7 An employee with twenty (20) or more years of consecutive, regular service to the DEPARTMENT will
5 receive a longevity pay stipend. The stipend will be paid at the rate of eight and one-quarter percent
6 (8.25%).

7 18.13.8 An employee with twenty-two (22) or more years of consecutive, regular service to the DEPARTMENT
8 will receive a longevity pay stipend. The stipend will be paid at the rate of nine and one-quarter percent
9 (9.25%).

10 18.13.9 An employee with twenty-four (24) or more years of consecutive, regular service to the DEPARTMENT
11 will receive a longevity pay stipend. The stipend will be paid at the rate of ten and one-quarter percent
12 (10.25%).

13 18.13.10 An employee with twenty-six (26) or more years of consecutive, regular service to the DEPARTMENT
14 will receive a longevity pay stipend. The stipend will be paid at the rate of eleven and one quarter percent
15 (11.25%).

16 18.13.11 An employee with twenty-eight (28) or more years of consecutive, regular service to the DEPARTMENT
17 will receive a longevity pay stipend. The stipend will be paid at the rate of twelve and one-quarter percent
18 (12.25%).

19 18.13.12 An employee with thirty (30) or more years of consecutive, regular service to the DEPARTMENT will
20 receive a longevity pay stipend. The stipend will be paid at the rate of thirteen and one-quarter percent
21 (13.25%).

22 18.13.13 Employees shall receive a stipend as outlined above for consecutive, regular service. For purposes of
23 this article, those employees laid off and then returned to service shall receive longevity pay based on
24 date of hire without consideration of the break in service due to the layoff.

25 18.14 Staff Development

1 18.14.1 One (1) day paid release time for the purpose of attending approved, job-related staff development
2 activities will be provided to each classified employee. Additional days may be approved by the Cabinet-
3 level administrator upon written request by the employee.

4 18.14.2 Staff development expenses may be approved by the DEPARTMENT.

5 18.14.3 Requests will be made in writing to the immediate supervisor, citing the date, location, and purpose.

6 18.14.4 A summary presentation will be made to the appropriate staff upon completion of the staff development
7 activity.

8 18.15 Working Out of Class

9 18.15.1 When an employee is required to perform duties inconsistent with those assigned to the position for a
10 period of more than five (5) working days within any fifteen (15) working-day period, the employee's
11 salary shall be adjusted upward by five percent (5%) for the entire period they are required to work out
12 of the classification. When Human Resources determines that the employee is performing duties
13 significantly higher than the employee's current classification, the salary shall be adjusted upwards by
14 seven and one-half percent (7.5%).

15 18.15.2 The DEPARTMENT will meet the requirements of the Education Code regarding paraeducators working
16 out of classification. In situations where more than one (1) employee is available to assume
17 responsibilities out of classification, the DEPARTMENT shall designate which employee will assume the
18 additional duties.

19 18.15.3 An employee temporarily assigned to perform the duties of a lower classification shall continue to receive
20 his or her regular rate of pay unless such assignment has occurred as a result of a reclassification of the
21 position.

22 18.16 Professional Growth Program

23 18.16.1 Professional Growth

24 18.16.1.1 Professional growth is the continuous purposeful engagement in study and related activities to
25 maintain and extend high standards of performance by classified employees.

1 18.16.1.2 Professional growth is taking place if the experience reflects the increased knowledge,
2 understanding, and skill in the employee's regular assignment or personal development.
3 Professional growth is limited to job-related course work, lectures, training programs,
4 conferences, and/or coursework that support an education-related career goal.

5 18.16.1.3 Professional growth activities must be on the employee's own time and not paid for by the
6 DEPARTMENT.

7 18.16.1.4 The employee must obtain prior approval from the DEPARTMENT for any activity that will be
8 submitted for professional growth. Employees shall submit a request for professional growth
9 on a DEPARTMENT-approved form to Human Resources. The DEPARTMENT retains the right
10 to determine if the activity is job-related. All documents must be submitted to Human Resources
11 no later than five (5) business days prior to the start of the professional growth activity.

12 18.16.1.5 Disagreements over job-relatedness or eligibility may be referred to an appeals committee
13 composed of two (2) members designated by the DEPARTMENT and two (2) designated by the
14 ASSOCIATION.

15 18.16.2 Eligibility

16 18.16.2.1 A regular classified employee who has completed their initial probationary period is eligible to
17 enter the program.

18 18.16.2.2 Should an employee return from leave or be reinstated within thirty-nine (39) months to a regular
19 position, all points accumulated prior to such leave or termination shall be reinstated.

20 18.16.2.3 No credit will be given for any professional growth activities prior to the employee's regular
21 appointment into the classified service.

22 18.16.2.4 An employee must be in a paid status to receive any portion of the payment for professional
23 growth stipend. Payments will not be made for partial completion of credits if the employee
24 terminates prior to completion of all credits.

1 18.16.2.5 If the last evaluation due the employee was presented to the employee and is overall below
2 standard, the employee will be denied professional growth stipends for one (1) year from the
3 evaluation due date or until a satisfactory evaluation is completed, whichever is sooner.
4 Professional growth points may be earned during this time. All stipends previously approved
5 will remain in effect.

6 18.16.3 Stipends

7 18.16.3.1 Stipends are defined as separate salary increases in recognition of the completion of
8 professional growth points. An employee earns a stipend for every five (5) professional growth
9 points.

10 18.16.3.2 Effective November 1, 2015, the employee shall receive a salary stipend that is equal to two
11 percent (2%) of the employee's salary at the time the stipend is earned for every five (5)
12 professional growth points. Existing professional growth points earned prior to November 1,
13 2015, will remain in effect. The stipend becomes a fixed dollar amount for the duration of the
14 stipend, which sunsets after five (5) years from the effective date. There is no cap to the number
15 of professional growth points earned in an employee's career but the stipends will be applied
16 only one (1) year at a time; in no event may an employee be paid more than five (5) stipends at
17 any given time except as described in 18.16.3.3.

18 18.16.3.3 Professional growth stipends earned as of October 31, 2015 will remain in effect as a fixed dollar
19 amount stipend for the duration of employment with the DEPARTMENT. Those employees
20 receiving professional growth stipends may combine stipends earned prior to November 1,
21 2015, with those earned after November 1, 2015, provided they do not exceed a combined
22 maximum of eight (8) stipends. Employees earning nine (9) or ten (10) stipends as of October
23 31, 2015 shall continue to receive those stipends. Professional growth stipends earned after
24 November 1, 2015, are subject to 18.16.3.2.

1 18.16.3.4 It is the responsibility of the employee to provide verification for points completed. This
2 verification must be submitted to the primary Human Resources officer to be recorded on the
3 permanent record of the employee by September 1 each year in order to receive the salary
4 stipend. Points turned in by September 1 will result in the salary stipend being applied
5 retroactively to July 1 of the same year.

6 18.16.3.5 The employee is limited to one (1) accumulative salary stipend per year.

7 18.16.4 Professional Growth Points – Course Work

8 18.16.4.1 Credit may be applied to professional growth by taking courses at universities, colleges,
9 community colleges, trade schools, or adult education.

10 18.16.4.2 Course credit will only be granted for the number of units that receive prior approval.

11 18.16.4.3 Course work must be completed with a grade “C” or better or “credit” or “pass.” A transcript or
12 grade card from the school attended must be attached to the application for point credit.

13 18.16.4.4 One (1) point will be given for each semester unit. Quarter units earned will be computed at
14 two-thirds (2/3) one (1) semester unit.

15 18.16.4.5 Classroom course work completed in a Regional Occupational Program (ROP) will earn one (1)
16 point for each seventy-five (75) hours of attendance. Community classroom work is not eligible
17 for consideration as Professional Growth.

18 18.16.4.6 Any credit requested related to a course that assesses prior learning or life experience is subject
19 to a separate application. Contact Human Resources to obtain the application.

20 18.16.5 Professional Growth Points – Lectures, Training Programs, Conferences, and Continuing Education

21 18.16.5.1 An employee may earn credit by attending training programs or brief courses scheduled by
22 organizations or institutions to present and discuss information which would be related to
23 occupation and self-improvement.

24 18.16.5.2 Points may be earned in these training programs as follows: One (1) point for each fifteen (15)
25 hours of attendance.

1 18.16.5.3 Verification shall consist of proof of attendance and a fee statement, program of activities, or
2 registration receipt and shall be presented to the primary Human Resources officer or their
3 designee.

4 18.16.6 Responsibility of Individual Classified Employee

5 18.16.6.1 An employee may enter the program at any time.

6 18.16.6.2 In order to qualify for any professional growth monetary compensation, it shall be the
7 responsibility of the individual classified employee to:

8 18.16.6.2.1 Obtain prior approval from the DEPARTMENT.

9 18.16.6.2.2 Maintain a "records envelope" of the employee's professional growth file for grade cards,
10 transcripts, or other acceptable certification of completion of course work, lectures, training
11 programs, or conferences.

12 18.16.6.2.3 Submit verification of completion of activities to the primary Human Resources officer or their
13 designee as soon as possible.

14 18.17 Long Term Disability

15 18.17.1 The DEPARTMENT will provide a long-term disability plan. Cost for the plan shall not exceed twenty-
16 six cents (\$.26) per one hundred dollars (\$100.00). Continuation of this benefit beyond the term of this
17 AGREEMENT shall be as a result of subsequent negotiations between the parties pursuant to Article 22
18 of the AGREEMENT.

19 ////

1 ARTICLE 19 – HEALTH AND WELFARE BENEFITS

2 19.1 The DEPARTMENT shall provide a contribution toward the cost of the medical, dental, vision, and life
3 insurance plans for employees and eligible dependents not to exceed the maximums listed below. Any changes
4 in said DEPARTMENT contribution shall be as a result of subsequent negotiations between the parties pursuant
5 to Article 22 of the AGREEMENT.

6 HMO-Trio

SE 5¾-Hour Paraeducators*	\$1,010.46	per month
Single Employee	\$1,010.46	per month
Two Party	\$2,017.71	per month
Family	\$2,882.39	per month

8 HMO-Kaiser

SE 5¾-Hour Paraeducators*	\$1,064.46	per month
Single Employee	\$1,064.46	per month
Two Party	\$2,119.71	per month
Family	\$3,034.39	per month

10 HMO

SE 5¾-Hour Paraeducators*	\$1,190.46	per month
Single Employee	\$1,190.46	per month
Two Party	\$2,404.71	per month
Family	\$3,449.39	per month

12 *See article 19.7.2

14 PPO Plan

Single Employee	\$1,261.54	per month
Two Party	\$2,534.69	per month
Family	\$3,628.50	per month

16 19.2 Employees covered by this AGREEMENT who work an average of six (6) hours or more per day, five (5) days
17 per week will be entitled to full benefits under this section.

18 19.3 Employees covered by this AGREEMENT who work an average of at least four (4) hours but less than six (6)
19 hours per day, five (5) days per week will have a prorated cost of the benefits paid by the DEPARTMENT in
20 the ratio of the hours worked per day to six (6) hours. The employee must pay the cost of the premiums not
21 paid by the DEPARTMENT in order to be covered by benefits under this section.

22 19.4 Notwithstanding Sections 19.2 and 19.3 above, employees in the bargaining unit assigned to a work schedule
23 of less than one hundred fifty (150) days in the school year will have a prorated cost of the benefits paid by
24 the DEPARTMENT in a ratio of the number of days worked to one hundred eighty (180) days. The employee
25

1 must pay the cost of the premium not paid by the DEPARTMENT in order to be covered by benefits under this
2 section.

3 19.5 Eligibility

4 19.5.1 Employees must be in a pay status to be eligible for benefits under this article.

5 19.5.2 Employees who are otherwise eligible and are on a Personal Leave authorized by Article 9, Section 9.9
6 remain in the group plan for benefits under this article, provided the employee assumes the premium
7 costs. The DEPARTMENT will pay any premium costs as mandated by the Family and Medical Leave
8 Act (P.L.103-3).

9 19.5.3 Notwithstanding Section 19.5.1, employees who are otherwise eligible and are on a Personal Leave of
10 less than fifteen (15) days authorized by Article 9, Section 9.9 will be considered to be in a pay status
11 and eligible for benefits under this article.

12 19.6 Employees who retire shall be able to remain in the DEPARTMENT'S group medical plan, provided the retiree
13 submits the appropriate payments monthly. The DEPARTMENT will offer retirees a split rate. The
14 DEPARTMENT retains the right to implement experience rated premiums at its discretion.

15 19.7 The following health and welfare benefit provisions shall apply to the classifications of Paraeducator – Special
16 Education, Paraeducator – Oral Deaf and Hard of Hearing (DHH), and Paraeducator – SELPA in Special
17 Centers and Classes.

18 19.7.1 Employer paid health and welfare benefits will be provided to unit members working six (6) hours per
19 day or more in the classifications of Paraeducator – Special Education, Oral DHH, SELPA. Not less than
20 fifty percent (50%) of the Paraeducator – Special Education, Oral DHH, SELPA combined total staff shall
21 be assigned to said six- (6-) hour assignments.

22 19.7.2 Paraeducator – Special Education, Oral DHH, SELPA employees working at least four (4) but less than
23 six (6) hours per day, as provided for herein, will be provided the HMO health, dental, and vision
24 insurance plan offered by the DEPARTMENT. Coverage is for the employee only.

1 19.7.2.1 Paraeducator – Special Education, Oral DHH, SELPA employees working five and three-quarter
2 (5 $\frac{3}{4}$) hours per day, as provided for herein, will be provided the HMO health, dental, and vision
3 insurance plan at the employer's expense.

4 19.7.2.2 Paraeducator – Special Education, Oral DHH, SELPA employees who work an average of at
5 least four (4) hours, but less than five and three-quarter (5 $\frac{3}{4}$) hours per day, five (5) days per
6 week, will have a prorated cost of the HMO health, dental, and vision insurance plan offered by
7 the DEPARTMENT in the ratio of the hours worked per day to six (6) hours. The employee
8 must pay the cost of the premiums not paid by the DEPARTMENT in order to be covered by the
9 health insurance plan under this section.

10 19.7.2.3 No other health and welfare benefits except the HMO health, dental, and vision coverage will
11 be available to the said Paraeducator – Special Education, Oral DHH, and SELPA employees.
12 Paraeducator – Special Education, Oral DHH, and SELPA employees can add eligible family
13 members at employee expense. The premiums must be payroll deducted.

14 ////

1 ARTICLE 20 – COMPENSATION PLAN

2 20.1 Salary schedule tables in Appendixes A, B, C, D and E, of the 2025-2026 Agreement reflect a 2% increase
3 effective July 1, 2025.

4 *////*

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 ARTICLE 21 – TERMS AND CONDITIONS

2 21.1 Any questions arising regarding definitions of terms used in this AGREEMENT will be clarified bilaterally by
3 the ASSOCIATION'S negotiations representatives and the DEPARTMENT'S Board representatives.

4 21.2 Working Days shall mean the days the DEPARTMENT administration is open for business.

5 21.3 All notices provided for in this AGREEMENT shall be in writing and completed either by (a) personal service
6 or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid.
7 Service shall be considered given when received if personally served or if mailed after deposit in any U.S. Post
8 Office. When service is accomplished by registered or certified mail, with the exception of Article 8 – LAYOFF
9 AND REEMPLOYMENT, five (5) additional working days shall be added to timelines referenced in the applicable
10 provision of the AGREEMENT.

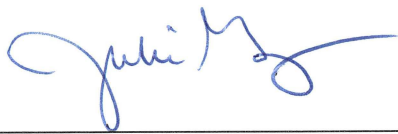
11 *////*

1 ARTICLE 22 - DURATION

2 22.1 This is an AGREEMENT made and entered into this 14th day of August, 2025 between the DEPARTMENT
3 and the ASSOCIATION.

4 22.2 It is agreed that this AGREEMENT shall cover the classifications listed in Appendix A. The parties agree that
5 this collective bargaining AGREEMENT has a term of July 1, 2025 to June 30, 2028.

6 22.3 It is agreed that the DEPARTMENT or the ASSOCIATION may request no more than (2) re-openers in addition
7 to Salary and Benefits for 2026-2027 and no more than (2) re-openers in addition to Salary and Benefits for
8 2027-2028 of the successor three (3) year agreement ending June 30, 2028. The parties may mutually agree
9 to additional articles.

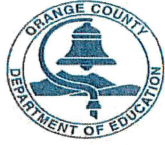
10
11 
12 _____

13 For ASSOCIATION – CSEA Chapter 468

14 
15 _____

16 For DEPARTMENT – Orange County Department of Education

17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000



Stefan Bean, Ed.D.
County Superintendent of Schools

ORANGE COUNTY DEPARTMENT OF EDUCATION CLASSIFIED SALARY SCHEDULE 2025-2026

Classified Employees

<u>Class Code</u>	<u>Classification</u>	<u>Range</u>
4053	Academic Support Assistant	41
5072	Administrative Assistant II	40
5073	Administrative Assistant III	43
3041	Administrative Technician	45
3122	Admissions and Records Technician	44
5074	Assessment Coordination Technician	44
4056	Behavior Intervention Specialist	45
4040	Brailist	See BRLL Salary Schedule
3070	Buyer	45
4031	Certified Occupational Therapy Assistant	See SLPA Salary Schedule
5110	Communications Support Specialist	43
4052	Community Resource Specialist	50
3127	Contracts Technician	45
5111	Credentials Assistant	43
3123	Credentials Specialist	44
6060	Culinary Chef	36
6048	Culinary Services Worker	32
6049	Delivery Driver/Warehouse Worker	35
4041	Educational Interpreter for the Deaf	47
3124	Educational Technology Integration User Support Specialist	46
5075	Executive Assistant	46
6050	Facilities Maintenance Technician	44
5076	Facilities Operations Technician	43
6051	Facilities Services Assistant I	37
6052	Facilities Services Assistant II	39
4054	Family Community Liaison	45
5102	Family Services Technician	43
5106	Health-Office Assistant	39
3101	Human Resources Employment Specialist	49
3102	Human Resources Records Specialist	47
3098	Human Resource Technician	43
6061	HVAC Technician	51
3104	Lead Producer, Media Production Services	53
5078	Library Technician	36
4036	Licensed Vocational Nurse	See LVNS Salary Schedule
4003	Paraeducator - Alternative Education	See Para Salary Schedule
4042	Paraeducator - DHH Early Intervention	See SPHCA Salary Schedule
4022	Paraeducator - DHH Oral Program	See Para Salary Schedule
4002	Paraeducator - DHH Total Communication Program	See SPHCA Salary Schedule
4004	Paraeducator - Special Education	See Para Salary Schedule
4049	Paraeducator - Transition Behavior	See SPHCA Salary Schedule
3049	Payroll Services Specialist	48



Stefan Bean, Ed.D.
County Superintendent of Schools

ORANGE COUNTY DEPARTMENT OF EDUCATION

CLASSIFIED SALARY SCHEDULE

2025-2026

Classified Employees

<u>Class Code</u>	<u>Classification</u>	<u>Range</u>
3106	Producer - Media Production Services	49
3045	Program Data Technician	44
5010	Project Accountant	47
5103	Provider Support Technician	43
6056	Reprographics Technician	42
3107	Retirement Specialist	49
3051	Risk Management Technician	43
5080	School Administrative Assistant II	40
5081	School Administrative Assistant III	43
5095	Senior Accounting Technician	43
5082	Senior Administrative Assistant	44
5107	Senior Family Services Technician	45
3120	Senior Human Resources Technician	44
3125	Senior Naturalist	38
3108	Senior Payroll Technician	45
3109	Senior Producer, Media Production Services	51
5052	Senior Program Data Technician	47
5067	Senior Project Accountant	50
3110	Senior Retirement Technician	45
5083	Senior School Administrative Assistant	46
4055	Senior Transition Specialist	50
4047	Specialized Physical Health Care Assistant	See SPHCA Salary Schedule
5101	Special Education Records Assistant	36
4018	Speech/Language Pathology Assistant	See SLPA Salary Schedule
3126	Technical Support Specialist	50
3085	Telecommunications Specialist	50
5100	Testing Specialist	37
4032	Transition Specialist, Alternative Education	48
5085	Unemployment Insurance Claims Specialist	47

Longevity Stipends

Effective at the completion of the 8th year	2.25%
Effective at the completion of the 10th year	3.25%
Effective at the completion of the 12th year	4.25%
Effective at the completion of the 14th year	5.25%
Effective at the completion of the 16th year	6.25%
Effective at the completion of the 18th year	7.25%
Effective at the completion of the 20th year	8.25%
Effective at the completion of the 22nd year	9.25%
Effective at the completion of the 24th year	10.25%
Effective at the completion of the 26th year	11.25%
Effective at the completion of the 28th year	12.25%
Effective at the completion of the 30th year	13.25%

Effective Date: July 1, 2025

Revised Date: March 12, 2026

SALARY SCHEDULE REPORT

PROCESSED ON: 03/13/2026

EFFECTIVE DATE: 07/01/2025

HR_SLRYTBLE_3_094

ENTITY: OCDE

PAGE: Page 1 of 3

Schedule:	CLAS	CLASSIFIED MONTHLY											
Range/Step	Hrly 1st St	01	02	03	04	05	06	07	08	09	10	11	12
20	16.33	2,831.00	2,897.00	2,966.00	3,042.00	3,117.00	3,198.00	3,276.00	3,360.00	3,440.00	3,528.00	3,617.00	3,714.00
21	16.71	2,897.00	2,966.00	3,042.00	3,117.00	3,198.00	3,276.00	3,360.00	3,440.00	3,528.00	3,617.00	3,714.00	3,805.00
22	17.11	2,966.00	3,042.00	3,117.00	3,198.00	3,276.00	3,360.00	3,440.00	3,528.00	3,617.00	3,714.00	3,805.00	3,899.00
23	17.55	3,042.00	3,117.00	3,198.00	3,276.00	3,360.00	3,440.00	3,528.00	3,617.00	3,714.00	3,805.00	3,899.00	3,999.00
24	17.98	3,117.00	3,198.00	3,276.00	3,360.00	3,440.00	3,528.00	3,617.00	3,714.00	3,805.00	3,899.00	3,999.00	4,100.00
25	18.45	3,198.00	3,276.00	3,360.00	3,440.00	3,528.00	3,617.00	3,714.00	3,805.00	3,899.00	3,999.00	4,100.00	4,206.00
26	18.90	3,276.00	3,360.00	3,440.00	3,528.00	3,617.00	3,714.00	3,805.00	3,899.00	3,999.00	4,100.00	4,206.00	4,303.00
27	19.38	3,360.00	3,440.00	3,528.00	3,617.00	3,714.00	3,805.00	3,899.00	3,999.00	4,100.00	4,206.00	4,303.00	4,416.00
28	19.84	3,440.00	3,528.00	3,617.00	3,714.00	3,805.00	3,899.00	3,999.00	4,100.00	4,206.00	4,303.00	4,416.00	4,533.00
29	20.35	3,528.00	3,617.00	3,714.00	3,805.00	3,899.00	3,999.00	4,100.00	4,206.00	4,303.00	4,416.00	4,533.00	4,639.00
30	20.86	3,617.00	3,714.00	3,805.00	3,899.00	3,999.00	4,100.00	4,206.00	4,303.00	4,416.00	4,533.00	4,639.00	4,761.00
31	21.42	3,714.00	3,805.00	3,899.00	3,999.00	4,100.00	4,206.00	4,303.00	4,416.00	4,533.00	4,639.00	4,761.00	4,878.00
32	21.95	3,805.00	3,899.00	3,999.00	4,100.00	4,206.00	4,303.00	4,416.00	4,533.00	4,639.00	4,761.00	4,878.00	4,996.00
33	22.49	3,899.00	3,999.00	4,100.00	4,206.00	4,303.00	4,416.00	4,533.00	4,639.00	4,761.00	4,878.00	4,996.00	5,119.00
34	23.07	3,999.00	4,100.00	4,206.00	4,303.00	4,416.00	4,533.00	4,639.00	4,761.00	4,878.00	4,996.00	5,119.00	5,251.00
35	23.65	4,100.00	4,206.00	4,303.00	4,416.00	4,533.00	4,639.00	4,761.00	4,878.00	4,996.00	5,119.00	5,251.00	5,385.00
36	24.26	4,206.00	4,303.00	4,416.00	4,533.00	4,639.00	4,761.00	4,878.00	4,996.00	5,119.00	5,251.00	5,385.00	5,514.00
37	24.82	4,303.00	4,416.00	4,533.00	4,639.00	4,761.00	4,878.00	4,996.00	5,119.00	5,251.00	5,385.00	5,514.00	5,652.00
38	25.47	4,416.00	4,533.00	4,639.00	4,761.00	4,878.00	4,996.00	5,119.00	5,251.00	5,385.00	5,514.00	5,652.00	5,795.00
39	26.15	4,533.00	4,639.00	4,761.00	4,878.00	4,996.00	5,119.00	5,251.00	5,385.00	5,514.00	5,652.00	5,795.00	5,942.00
40	26.76	4,639.00	4,761.00	4,878.00	4,996.00	5,119.00	5,251.00	5,385.00	5,514.00	5,652.00	5,795.00	5,942.00	6,095.00
41	27.46	4,761.00	4,878.00	4,996.00	5,119.00	5,251.00	5,385.00	5,514.00	5,652.00	5,795.00	5,942.00	6,095.00	6,241.00
42	28.14	4,878.00	4,996.00	5,119.00	5,251.00	5,385.00	5,514.00	5,652.00	5,795.00	5,942.00	6,095.00	6,241.00	6,396.00
43	28.82	4,996.00	5,119.00	5,251.00	5,385.00	5,514.00	5,652.00	5,795.00	5,942.00	6,095.00	6,241.00	6,396.00	6,552.00
44	29.53	5,119.00	5,251.00	5,385.00	5,514.00	5,652.00	5,795.00	5,942.00	6,095.00	6,241.00	6,396.00	6,552.00	6,715.00
45	30.29	5,251.00	5,385.00	5,514.00	5,652.00	5,795.00	5,942.00	6,095.00	6,241.00	6,396.00	6,552.00	6,715.00	6,889.00
46	31.06	5,385.00	5,514.00	5,652.00	5,795.00	5,942.00	6,095.00	6,241.00	6,396.00	6,552.00	6,715.00	6,889.00	7,062.00
47	31.81	5,514.00	5,652.00	5,795.00	5,942.00	6,095.00	6,241.00	6,396.00	6,552.00	6,715.00	6,889.00	7,062.00	7,241.00
48	32.60	5,652.00	5,795.00	5,942.00	6,095.00	6,241.00	6,396.00	6,552.00	6,715.00	6,889.00	7,062.00	7,241.00	7,419.00
49	33.43	5,795.00	5,942.00	6,095.00	6,241.00	6,396.00	6,552.00	6,715.00	6,889.00	7,062.00	7,241.00	7,419.00	7,606.00
50	34.28	5,942.00	6,095.00	6,241.00	6,396.00	6,552.00	6,715.00	6,889.00	7,062.00	7,241.00	7,419.00	7,606.00	7,792.00
51	35.16	6,095.00	6,241.00	6,396.00	6,552.00	6,715.00	6,889.00	7,062.00	7,241.00	7,419.00	7,606.00	7,792.00	7,988.00
52	36.00	6,241.00	6,396.00	6,552.00	6,715.00	6,889.00	7,062.00	7,241.00	7,419.00	7,606.00	7,792.00	7,988.00	8,183.00
53	36.90	6,396.00	6,552.00	6,715.00	6,889.00	7,062.00	7,241.00	7,419.00	7,606.00	7,792.00	7,988.00	8,183.00	8,391.00
54	37.80	6,552.00	6,715.00	6,889.00	7,062.00	7,241.00	7,419.00	7,606.00	7,792.00	7,988.00	8,183.00	8,391.00	8,596.00
55	38.74	6,715.00	6,889.00	7,062.00	7,241.00	7,419.00	7,606.00	7,792.00	7,988.00	8,183.00	8,391.00	8,596.00	8,815.00
56	39.74	6,889.00	7,062.00	7,241.00	7,419.00	7,606.00	7,792.00	7,988.00	8,183.00	8,391.00	8,596.00	8,815.00	9,036.00
57	40.74	7,062.00	7,241.00	7,419.00	7,606.00	7,792.00	7,988.00	8,183.00	8,391.00	8,596.00	8,815.00	9,036.00	9,264.00
58	41.77	7,241.00	7,419.00	7,606.00	7,792.00	7,988.00	8,183.00	8,391.00	8,596.00	8,815.00	9,036.00	9,264.00	9,492.00
59	42.80	7,419.00	7,606.00	7,792.00	7,988.00	8,183.00	8,391.00	8,596.00	8,815.00	9,036.00	9,264.00	9,492.00	9,729.00
60	43.88	7,606.00	7,792.00	7,988.00	8,183.00	8,391.00	8,596.00	8,815.00	9,036.00	9,264.00	9,492.00	9,729.00	9,974.00
61	44.95	7,792.00	7,988.00	8,183.00	8,391.00	8,596.00	8,815.00	9,036.00	9,264.00	9,492.00	9,729.00	9,974.00	10,223.00
62	46.08	7,988.00	8,183.00	8,391.00	8,596.00	8,815.00	9,036.00	9,264.00	9,492.00	9,729.00	9,974.00	10,223.00	10,477.00
Step Hourly Rate		46.08	47.20	48.40	49.59	50.85	52.13	53.44	54.76	56.12	57.54	58.97	60.44

REVISED DATE: 03/12/2026

SALARY SCHEDULES FOR HSUB, ITO, PARAEDUCATOR & OTHERS

PROCESSED ON: 03/13/2026

EFFECTIVE DATE: 07/01/2025

HR_SLRYTBLE_2_094

ENTITY: OCDE

PAGE: Page 5 of 8

Schedule: INAS PARAEDUCATOR

Range: NA NOT APPLICABLE

Step	Amount	Step Description	AXP
01	26.335	STEP 1	H
02	26.963	STEP 2	H
03	27.653	STEP 3	H
04	28.317	STEP 4	H
05	29.018	STEP 5	H
06	29.793	STEP 6	H
07	30.510	STEP 7	H
08	31.240	STEP 8	H
09	32.065	STEP 9	H
10	32.840	STEP 10	H
11	33.662	STEP 11	H
12	34.531	STEP 12 *	H
13	35.370	STEP 13 **	H

Includes: 4003 - Paraeducator - ACCESS
4022 - Paraeducator - DHH Oral Communication
4004 - Paraeducator - Special Education
4035 - Paraeducator - SELPA

* Eligible for step 12 after completion of 10 years of service

** Eligible for step 13 after completion of 25 years of service



SALARY SCHEDULES FOR HSUB, ITO, PARAEDUCATOR & OTHERS

PROCESSED ON: 03/13/2026

EFFECTIVE DATE: 07/01/2025

HR_SLRYTBLE_2_094

ENTITY: OCDE

PAGE: Page 4 of 8

Schedule: IADH SPEC PHYS HLTH PARA I/PARA DHH

Range: NA NOT APPLICABLE

Step	Amount	Step Description	AXP
01	26.937	STEP 1	H
02	27.630	STEP 2	H
03	28.347	STEP 3	H
04	28.995	STEP 4	H
05	29.770	STEP 5	H
06	30.510	STEP 6	H
07	31.240	STEP 7	H
08	32.065	STEP 8	H
09	32.820	STEP 9	H
10	33.662	STEP 10	H
11	34.502	STEP 11	H
12	35.349	STEP 12 *	H
13	36.274	STEP 13 **	H

Includes: 4047 - Specialized Physical Health Care Assistant
4002 - Paraeducator - DHH Total Communication
4042 - Paraeducator - DHH Early Intervention
4049 - Paraeducator - Transition Behavior

* Eligible for step 12 after completion of 10 years of service

** Eligible for step 13 after completion of 25 years of service

SALARY SCHEDULES FOR HSUB, ITO, PARAEDUCATOR & OTHERS

PROCESSED ON: 03/13/2026

EFFECTIVE DATE: 07/01/2025

HR_SLRYTBLE_2_094

ENTITY: OCDE

PAGE: Page 1 of 8

Schedule: BRLI BRAILLIST

Range: NA NOT APPLICABLE

Step	Amount	Step Description	AXP
01	26.280	STEP 01	H
02	26.956	STEP 02	H
03	27.655	STEP 03	H
04	28.288	STEP 04	H
05	29.043	STEP 05	H
06	29.766	STEP 06	H
07	30.478	STEP 07	H
08	31.282	STEP 08	H
09	32.019	STEP 09	H
10	32.841	STEP 10	H
11	33.660	STEP 11	H
12	34.487	STEP 12 *	H
13	35.390	STEP 13 **	H

Includes: 4040 - Brailist

* Eligible for step 12 after completion of 10 years of service

** Eligible for step 13 after completion of 25 years of service

REVISED DATE: 03/12/2026



SALARY SCHEDULES FOR HSUB, ITO, PARAEDUCATOR & OTHERS

PROCESSED ON: 03/13/2026

EFFECTIVE DATE: 07/01/2025

HR_SLRYTBLE_2_094

ENTITY: OCDE

PAGE: Page 8 of 8

Schedule: SPOT SPEECH PATH/OCC THERAPY ASST

Range: NA NOT APPLICABLE

Step	Amount	Step Description	AXP
01	32.810	STEP 1	H
02	33.588	STEP 2	H
03	34.456	STEP 3	H
04	35.302	STEP 4	H
05	36.156	STEP 5	H
06	37.115	STEP 6	H
07	38.032	STEP 7	H
08	38.973	STEP 8	H
09	39.948	STEP 9	H
10	40.959	STEP 10	H
11	41.991	STEP 11	H
12	43.037	STEP 12 *	H
13	44.122	STEP 13 **	H

Includes: 4018 - Speech/Language Pathology Assistant
4031 - Certified Occupational Therapy Assistant

* Eligible for step 12 after completion of 10 years of service

** Eligible for step 13 after completion of 25 years of service



SALARY SCHEDULES FOR HSUB, ITO, PARAEDUCATOR & OTHERS

PROCESSED ON: 03/13/2026

EFFECTIVE DATE: 07/01/2025

HR_SLRVTBLE_2_094

ENTITY: OCDE

PAGE: Page 6 of 8

Schedule: LVNS LICENSED VOCATIONAL NURSE

Range: NA NOT APPLICABLE

Step	Amount	Step Description	AXP
01	30.521	STEP 01	H
02	31.245	STEP 02	H
03	32.051	STEP 03	H
04	32.839	STEP 04	H
05	33.633	STEP 05	H
06	34.525	STEP 06	H
07	35.379	STEP 07	H
08	36.254	STEP 08	H
09	37.162	STEP 09	H
10	38.101	STEP 10	H
11	39.062	STEP 11	H
12	40.034	STEP 12 *	H
13	41.044	STEP 13 **	H

Includes: 4036 - Licensed Vocational Nurse

* Eligible for step 12 after completion of 10 years of service

** Eligible for step 13 after completion of 25 years of service

Memorandum of Understanding
The California School Employees
Association
and its OCDE Chapter 468
And
The Orange County Department of
Education
(Bus Aides)

November 5, 2019

The California School Employees Association and its OCDE Chapter 468 (CSEA), and the Orange County Department of Education (OCDE or Department) enter into this memorandum of understanding (MOU) regarding Bus Aides to clarify and replace all prior MOUs and will be included as Addendum 1 Bus Aides in the current Collective Bargaining Agreement (CBA). It is the intent of the parties to comply with the terms of the negotiated CBA and this MOU is not to be construed as a renegotiation of the CBA outside of normal reopener or successor negotiations.

Background

In accordance with the CBA and this MOU, unit members in the classification of Paraeducators, Special Education are afforded an opportunity to work extra hours serving as a Bus Aide to students enrolled in OCDE Special Education programs who require assistance during their bus commute to and/or from school. Paraeducators serving as Bus Aides accompany assigned students during their commute to ensure the health and safety of students while on the bus. The Bus Aide role is a supplementary assignment to the classification of Paraeducator. Paraeducators serving as Bus Aides arrive to their assigned school site on the bus. Bus Aide assignments are first and foremost offered and determined by school site in accordance with this MOU.

Eligibility and Selection Process

- A. Twice each school/fiscal year, Human Resources shall post an announcement to Paraeducators, Special Education, announcing the availability of Bus Aide assignments in general and soliciting interest in working Bus Aide hours for the upcoming school year. Paraeducators interested in Bus Aide assignments shall indicate their interest via a Bus Aide Form. Human Resources shall establish an interest and eligibility list to be shared with the Division of Special Education.
- B. Bus Aide hours shall first be open to Paraeducators working a schedule of five (5) or more hours per day at the site where the opportunity is available.
- C. Eligible paraeducators are to apply by completing a Bus Aide Form.
- D. Each time there is a new Bus Aide opportunity available during the year, a notice shall be posted at the site, containing the following:
 - a. Start date of additional hours;
 - b. Estimated hours for assignment(s);

- c. Special requirements, if any;
 - d. City of assignment origin;
 - e. Date by which Paraeducators are to apply.
- E. Applicants shall be interviewed by the site administrator. Once an applicant has been interviewed by the site administrator, the applicant does not need to be interviewed a second time by the same administrator during the school year.
- F. Assignment shall be determined by the site administrator based on qualifications, training, and seniority.
- G. In the event that no Paraeducator at the site volunteers for posted assignments, the following procedure will be implemented to secure a unit member for the assignment:
- a. The site administrator will consult the Bus Aide interest and eligibility list compiled by Human Resources;
 - b. Paraeducators may be reassigned within the administrative unit (site cluster);
 - c. If the assignment cannot be filled by a reassignment within the administrative unit, position assignments will be posted in other administrative units and voluntary transfers will be considered;
 - d. Paraeducators may be reassigned within the administrative unit to accommodate transfers from other administrative units;
 - e. Paraeducators on the Bus Aide interest and eligibility list compiled by Human Resources may be involuntary transferred if voluntary transfers and reassignments within the administrative unit are not sufficient to fill Bus Aide assignments without overstaffing the administrative unit.

Pay

- A. When students are absent or otherwise do not require a Bus Aide for the day, the Paraeducator will not work Bus Aide hours.
- B. Paraeducators serving as Bus Aides will be paid for additional hours above the Paraeducator earned salary only when additional hours are worked.
- C. If the Paraeducator is not notified by 9:00 p.m. the evening prior to a student absence and the unit member reports to the student's home the following morning, the Paraeducator shall be paid for the scheduled morning route time. The Paraeducator shall report to the work site at the beginning of the regularly scheduled Paraeducator shift at the school site.
- D. PERS accrual, sick leave, and holiday pay shall be calculated based upon hours actually worked.

Work Schedule

- A. Paraeducators serving as Bus Aides may have their work schedule changed as necessary to accommodate the bus assignment.
- B. Paraeducators serving as Bus Aides must arrive to the Bus Aide site on time and ready to work, as they would for any paid work shift.

- C. On minimum days, breaks will be scheduled so as not to interfere with mandatory inservice training.

Continuation of Assignment

- A. It is expected that once a Paraeducator is selected for and accepts a Bus Aide assignment, the Paraeducator will work the Bus Aide hours until the assignment is unavailable or the Paraeducator transfers to another site.
- B. Bus Aide assignments shall terminate under any of the following conditions:
 - a. The student transfers to a different site;
 - b. The student leaves the program;
 - c. The student no longer requires county-supported transportation;
 - d. The student no longer requires a Bus Aide.
- C. If a Bus Aide assignment will terminate, the Department shall provide the Paraeducator with a two-week notice of the assignment's end whenever possible.
- D. At any time during the year a Paraeducator serving as a bus aide may elect to no longer serve as a Bus Aide by providing a two-week notice in writing to the school administrator.
- E. Qualifications may be reassessed during the term of the assignment.

This MOU is subject to CSEA Policy 610 requirements.

California School Employees Association and its OCDE Chapter 468

Orange County Department of Education

Alan Kaun 11/5/18
 Alan Kaun Date
 President, CSEA OCDE Chapter 468

Gina Lance 11/5/19
 Gina Lance Date
 Executive Director, Human Resources

Tamara Konate 11/5/19
 Tamara Konate Date
 CSEA, Labor Relations Representative

Danny Torres
 Danny Torres Date
 CSEA, Senior Labor Relations Representative

REASSIGNMENT OF PARAEDUCATOR – SPECIAL EDUCATION

Memorandum of Understanding
Between
Orange County Department of Education
and the
California School Employees Association, Chapter 468

CSEA, in its capacity as exclusive representative, has negotiated with the Orange County Department of Education the following with regard to the Paraeducator-Special Education classification.

When a declining enrollment mandates transferring employees from one site to another, it is agreed that *Article 17 – Probations, Promotions, Transfers, Adjustments* of the collective bargaining agreement does not apply in this situation.

When a declining enrollment necessitates reassigning employees from one site to another the following criteria shall be used:

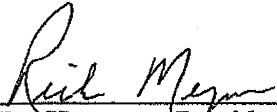
1. Employee(s) to be reassigned will be determined by:
 - a. Site(s) with declining enrollment
 - b. Volunteer(s) for transfer
 - c. OCDE seniority


At a site with a declining enrollment, the employee with the least seniority will be reassigned to another site with a vacant position.

2. Reassignment will be determined by:
 - a. Seniority
 - b. Choice
 - c. Programmatic fit

All employees to be reassigned will be given opportunity to list their choices, 1st, 2nd, and 3rd, for specific sites where known vacancies exist. All employees to be reassigned will be ranked by seniority, highest to lowest, on one list. The Department will endeavor to reassign the most senior employee to a new site. This will continue until all employees listed are reassigned to vacant positions.

3. CSEA shall be involved in the rationale and final outcome of reassignments prior to announcing the decisions to employees being relocated.


Pat Hausman, President
CSEA, Chapter 468
December 7, 2000


Sandra R. Shaddix
OCDE
December 7, 2000

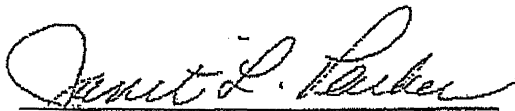
REEMPLOYMENT

Memorandum of Understanding
between
Orange County Department of Education
and the
California School Employees Association, Chapter 468

A former permanent employee is eligible for reemployment in his/her former classification without going through the Department's recruitment process if the following criteria are met: Reemployment occurs within eighteen (18) months of the last date of paid service, and the last evaluation on file in Human Resources contains an overall rating of satisfactory or higher. This re-employment clause allows only for placement into the group of eligible candidates. The former employee has no right to vacancies, only to be considered along with other eligible candidates. All other pre-employment requirements will apply (i.e., references, fingerprinting, physicals, etc).

Upon re-employment, the employee shall be entitled to any sick leave left on the books at the time of separation from employment with OCDE provided it was not transferred and used by the employee under another qualifying agency.

All other terms and provisions of the CSEA Agreement remain in full force and effect related to this provision.



Janet Parker, President
CSEA, Chapter 468
~~September~~ 2, 2003
October



Sandra Shaddix
OCDE
~~September~~ 2, 2003
October

Memorandum of Understanding
Between
Orange County Department of Education
And the
California School Employees Association, Chapter 468

CSEA and the Department agree to the following procedure as it relates to Article 18.16.1.5 regarding the appeal over job relatedness or eligibility of courses for professional growth:

- Parties shall summarize arguments in writing.
- Parties shall each have up to 15 minutes to present their case to the appeal panel. In the event there are multiple parties to an issue, they shall select a representative to present their case. The presenting party shall be the only spokesperson for the group, including responding to questions from the panel.
- The Appeal Panel shall meet 30 minutes prior to the hearing and shall receive written summations from parties at this time. Panel shall utilize this 30 minute period to organize session, prepare questions, identify spokesperson for panel, etc.
- In the event of a tie vote, materials will be forwarded to a mutually agreed upon fifth party for determination of final decision. The fifth party will be mutually agreed upon by the appeal panel.
- The decision of the panel and/or mutually agreed upon fifth party shall be final and not subject to further appeal.

Janice L. Parker 11/10/04
CSEA Chapter President Date

Carina Lee 11/10/04
OCDE Date

Memorandum of Understanding
between
Orange County Department of Education
and the
California School Employees Association, Chapter 468

CSEA and the Department agree to the following as it relates to Article 18.12.4 regarding the justification required for a one-time merit increase:

Classified employees are eligible to receive a one-time merit increase adjustment after reaching Step 12 of the salary schedule (Step 11 for paraeducators.) An employee may receive only one such award during his or her employment career with the Department. The award is equal to 2.5% of the employee's annual base salary and will be made in a single payment.

This merit increase should not be viewed as a reward for length of service to the Department. Bargaining unit employees already have longevity pay included in the collective bargaining agreement. A supervisor should evaluate eligibility for the one-time increase on the same basis as an annual merit increase. That is, the increase should be earned based on exceptional job performance.

Should you want to nominate an employee for the one-time merit increase adjustment, please review and follow the steps listed below:

1. The employee must be due for an annual evaluation.
2. The employee must be at Step 12 of the salary range (Step 11 for paraeducators.)
3. In addition to completion of the regular performance evaluation form, an additional memorandum containing the following information is to be submitted.

a. Productivity

Specific comparisons of productivity compared to other employees are to be included.

b. Attendance

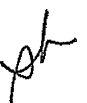
The employee must have an excellent attendance record. The supervisor should compare the employee's attendance to other employees in the unit.

c. Supports the Organization

The supervisor must comment on the employee's ability to get along with other staff members.

d. Department Loyalty

The supervisor must comment on the employee's loyalty to the organization, i.e., he or she supports the goals and objectives of the organization.



e. Job Skills

The supervisor must make specific comments on the employee's job knowledge and skills. Such comments might reflect on speed, accuracy, dependability or other criteria which demonstrate skills and knowledge.

f. Performance

The employee must be rated as Exceeds Expectations on the performance evaluation form. The supervisor must comment on how the employee's job performance exceeds the standards established for his or her peers.

When the recommendation for a one-time merit increase is received, the Director, Human Resources will review the personnel file to ensure that the employee's past record is consistent with the supervisor's recommendation. If necessary, a meeting will be scheduled with the supervisor to review the recommendation.

Final approval of the recommendation must be made by the Director, Human Resources. If it is determined that the recommendation does not warrant approval, Human Resources will notify the supervisor to explain the decision. Do not discuss the recommendation with the employee until after it has been approved.

Alta Perry
CSEA
10-14-09

Sandy Hall
10.14.09

Memorandum of Understanding

Between

California School Employees Association and its Chapter 468

And

Orange County Superintendent of Schools

1. The parties agree that representatives from the Association and representatives of Human Resources will continue to meet on a monthly basis.
2. The parties agree to establish a meeting on a quarterly basis, or more often, if necessary, for the purposes of ensuring the opportunity for the Association to express their opinions and provide input regarding pending management decisions that significantly impact the classified bargaining unit on matters outside the scope of bargaining. Information will be provided at the meeting by management directly involved in the pertinent decision making process.
 - a. Participation by the Association shall be limited to one officer and one appointed member of the Association's choice.
 - b. When possible, an agenda will be provided before the meeting.

Julie Lindley 7/12/13
CSEA

Gandy Hall 7.12.13
OCDE

Memorandum of Understanding for School Year 2013/2014
between
Orange County Department of Education (OCDE)
and
California School Employees Association (CSEA)
and
its OCDE Chapter 468

Regarding calendars for Administrative Assistants II and III, Facilities Services Assistants I, Program Data Technician and Assistive Technology Specialist in Special Schools

All parties acknowledge that the implementation of Article 7.4.5 and 7.4.5.1 may result in some affected employees not having accrued time to cover work site closure dates.

For purposes of these two articles, the Program Data Technician should be included in the affected classifications. If any of the affected employees obtain a new job title as a result of a reclassification, that employee under that new job title would continue to be subject under these two articles.

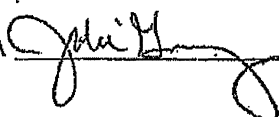
During work site closures, employees may use the following time to offset the financial impact of these closures:

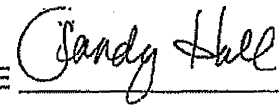
- *Vacation
- *Compensatory time
- *Personal business
- *Floating holiday

Employees may not use sick leave time for work site closure dates. In addition, the provision in Article 9.15.6 is not applicable during work site closures.

The parties agree that for the 2013/2014 school year only, affected employees may have their payroll dockages calculated and spread out over the next 11 months (October 2013 through August 2014).

Program days for the employees listed above in Special Schools shall be no less than 215 work days.

CSEA  9/16/13
Date

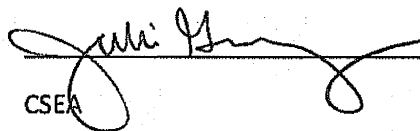
OCDE  9.16.13
Date

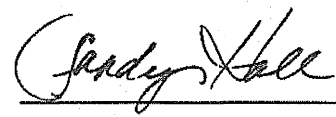
Labor Rep (CSEA) _____
Date

Memorandum of Understanding
Between
Orange County Department of Education
and the
California School Employees Association, Chapter 468

CSEA and the Department agree to the following as it relates to Article 17.3 regarding lateral transfers when 39 month reemployment lists exist in the bargaining unit.

1. Employees may not use the lateral transfer process to move into a different classification when there are eligible individuals on the 39 month reemployment list for that classification. The only exception to this would be if all eligible individuals on the reemployment list declined offers of employment.

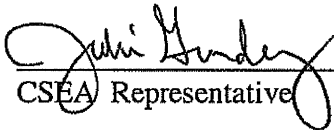

CSEA _____ Date 11/15/11


Department _____ Date 11.15.11

Memorandum of Understanding
Between
Orange County Department of Education
And the
California School Employees Association, Chapter 468

CSEA and the Department agree to the following as it relates to Article 9.15, Vacation Leave, of the collective bargaining agreement:

- For purposes of this article, those employees laid off from the classified service and then returned to service within 39 months of lay off shall receive vacation entitlements based upon their date of hire without consideration of the break in service due to the layoff.


CSEA Representative 12/13/11
Date


OCDE 12.13.11
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGE COUNTY DEPARTMENT OF EDUCATION (the Department)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS OCDE CHAPTER 468**

CSEA and the Department hereby enter into this Memorandum of Understanding as follows:

1. We agree to the proposed class specification for the classified position of Academic Support Assistant. This position will be placed on the classified salary schedule at range 40.
2. Academic Support Assistants are part-time positions working variable hours and will be paid on an hourly basis for time worked and are not eligible for Holiday pay as described in Article 9.4. Academic Support Assistants are eligible for two (2) paid holidays to be applied during the period of December 23 through January 2. Each holiday will be paid at rate of four (4) hours.
3. Work schedules are not expected to exceed twenty (20) hours per week. In the event that the assignment meets the minimum hourly requirements for benefit eligibility, the employee will be eligible to enroll in the HMO plan offered by the DEPARTMENT at a prorated cost; coverage is for the employee only. Benefit eligibility is considered to be working twenty (20) or more hours per week for a minimum of sixty (60) consecutively scheduled work days or any other measurement formula identified under the Affordable Care Act. Any break in service will need to be reviewed by Director of Human Resources to determine benefit eligibility.
4. Academic Support Assistants are eligible to accrue sick leave as outlined by the Healthy Workplaces/Healthy Families Act of 2014 [Assembly Bill 1522]. The maximum allowable accrual is 64 hours. Academic Support Assistants are eligible to use all accrued sick leave.
5. Provisions for Personal Business Leave are not applicable; Personal Necessity leave Is applicable to Academic Support Assistants. (Article 9.10)
6. The reassignment of employees within the program is not considered a transfer. (Article 17.3)
7. Before hiring additional Short-Term Academic Support Assistants, assignments must be offered to current Academic Support Assistants who are working less than twelve hours per week. The program is not required to adjust schedules of current Academic Support Assistants to accommodate additional assignments.

Memorandum of Understanding
The California School Employees Association and its
OCDE Chapter 468
And
Orange County Department of Education
(Use of Video Camera Monitoring)

September 4, 2018

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Orange County Department of Education (hereinafter, "OCDE") and the California School Employees Association and its OCDE Chapter 468 (hereinafter, "CSEA"), and is pursuant to an agreement by the parties regarding the use of video camera monitoring.

1. All bargaining unit members shall be notified of the presence and use of video devices on OCDE property and facilities at the time of hire and signs shall be posted in conspicuous locations where cameras are installed.
2. The intent and purpose of the video monitoring equipment is to ensure the safety of OCDE students and staff, to assist in the prevention of thefts and vandalism at OCDE, to determine the source of incidents of vandalism or criminal activity, and respond to crisis situations more effectively.
3. Monitoring of cameras will only be performed by law enforcement and/ or OCDE Administration, and review of video footage shall only occur when incidents take place or upon request by law enforcement.
4. No video monitoring equipment will be installed in non-public areas where there is a reasonable expectation of privacy, in accordance with applicable law, such as restrooms.
5. Electronic security cameras shall not be mounted or utilized to monitor or review unit members.
6. Cameras will not be used as the initial or primary basis for discipline. However, video footage may be used in the investigative and disciplinary process if it constitutes evidence of a criminal act or other acts as described in item 2 above.
7. If video footage is used in disciplinary proceedings, CSEA shall be notified in advance and shall have the right to review video footage.
8. When cameras are installed in new locations, the bargaining unit and its members will be notified within seven work days of installation and signs shall be posted in conspicuous locations where cameras are installed.

This MOU is subject to CSEA Policy 610 requirements.

California School Employees Association and
Chapter 468

Orange County Department of Education its OCDE

Alan Kaun 9/5/18
Alan Kaun Date
President, CSEA OCDE Chapter 468

Gina Lance 9/4/18
Gina Lance Date
Executive Director, Human Resources

Amy Gonzales 9/5/18
Amy Gonzales Date
CSEA, Labor Relations Representative

**Memorandum of Understanding
By and Between
California School Employees Association and its OCDE Chapter 468
and the
Orange County Department of Education**

June 23, 2025

This Memorandum of Understanding (MOU) is entered into by and between the California School Employees Association and its OCDE Chapter 468 (“CSEA”) and the Orange County Department of Education (“OCDE”), collectively referred to as the “Parties”, for the period of July 1, 2025, to June 30, 2026.

Overview

The Orange County Department of Education (OCDE) Flexible Schedule Program (“Flex Schedule Program”) allows employees to work a “9/80” schedule. A 9/80 schedule is an alternative work arrangement designed to give eligible employees more flexibility with their time, when feasible. Specifically, the 9/80 schedule opportunity would allow eligible employees to have a day off every other week while still working full-time hours.

Over a consecutive two-week period, employees work 80 hours, just like a traditional full-time schedule. However, instead of working 8 hours per day for 10 days, employees work nine hours per day for eight days, then eight hours on one day, and then they have a tenth day off, known as a “flex day”. This results in nine working days, presumably 80 hours, over two weeks, hence the name “9/80.”

Mondays and Fridays will not typically be incorporated as flex days, as it is acknowledged that Mondays and Fridays are regularly utilized for vacation, nonwork, and other leave by employees, which impacts on-site presence and time off approvals.

Sample Schedule:

<u>Week</u>	<u>Four Days</u>	<u>Approved One Day</u>
1	9 hours/day (7am-5pm)	8 hours (7:30-4:30)
2	9 hours/day (7am-5pm)	Off

Eligibility

- To be eligible to participate in the Flex Schedule Program, the employee must be a regular status, non-probationary employee. Employees serving an initial probationary period are ineligible to participate.
- Employees working in a position that necessitates a substitute in their absence are not eligible to participate.
- Employees must perform all job duties at a satisfactory performance level.

Daily Hours Requirements

- The 9/80 schedule requires the employee to work nine hours per day on each non-flex day and eight hours per day on the identified day in a two-week period (i.e., nine hours Tuesday through Friday each week and eight hours on alternate Mondays).
- No other combination of hours is permissible. For example, employees may not volunteer or agree to work 10 or 11 hours per day in order to alter their schedule on other days accordingly.
- Classified employees may work more than nine hours per day on their 9-hour days and may work more than eight hours per day on their 8-hour days. For classified staff working a 9/80 schedule, overtime shall be compensated at the established overtime rate for all hours worked in excess of the required/scheduled workday, which shall not be greater than nine (9) hours.

Holidays

- In order to work the 9/80 schedule, the participating employee will use one hour of Vacation or Personal Business time to compensate for the extra hour paid when there is a scheduled holiday if it occurs on a scheduled nine-hour day.
- The participating employee will not be docked for the hour if the holiday is on the scheduled 8-hour day.
- If a holiday falls on the flex day (scheduled day off), the participant must revert to an eight-hour per day schedule for that two-week block.
- Schedules will not be adjusted around holiday pay preferences.

Paid Leaves

- Paid leave will be accrued in the same manner as prior to this flexible work schedule agreement and paid leave remains subject to all other applicable leave policies.
- Any leave per Article 9 taken in the 9/80 schedule will be charged as nine hours per day unless the absence occurs on the eight-hour day.

Program Parameters

In considering an alternative work schedule, the service, work, and operational efficiency of OCDE shall be the highest priority among other criteria.

- Participation in the 9/80 program must be approved by the employee's supervisor(s) and Cabinet representative. Approval may be based on factors including but not limited to program need, staff availability, and staff attendance patterns.
- The exact work hours and schedules will be coordinated to maintain the highest level of service to the community. Each division is responsible for providing appropriate coverage and supervision during operating hours and when staff are present.
- Participating employees must start on the identified beginning date of the agreed-upon date of the two-week cycle.
- Once a flex day and cycle are chosen and approved, the participating employee cannot change or trade days.
- The supervisor will review the arrangement regularly to ensure the employee's work schedule is meeting the operational needs of OCDE and supports the work or services provided by OCDE.
- If the employee's flex schedule begins to adversely impact normal interactions with others through the course of work or the ability of the employee or other employees to perform their jobs, the flex schedule will not be permitted to continue.
- Participating employees may opt out of the Flex Schedule Program at the end of any two-week cycle with prior notice to their supervisor.
- With Cabinet approval, a supervisor may remove an employee from the program at the end of any 2-week cycle with advance notice to the employee and Human Resources. Any changes to an employee's work schedule shall not be for arbitrary and/or capricious reasons.


By requesting to participate in the Flex Schedule program, the employee agrees to the above guidelines.

All of the employee's obligations and responsibilities, and terms and conditions of employment with the OCDE remain unchanged, except those specifically changed by this agreement. Any non-compliance with this agreement by the employee may result in immediate modification or termination of the schedule established by this agreement.


This flexible work schedule program may be canceled by OCDE at any time and will be reviewed annually, to ensure the program meets the operational needs and services of OCDE.

This flexible work schedule program is being piloted for one year. Both Parties are committed to expressing and resolving any issues that arise related to this program. Requests to meet about any issues raised will be honored in a timely fashion. The Parties will keep track of issues brought forward by employees in their respective divisions and reconvene after six (6) months to discuss these issues and the program's effect on the operational needs and services of OCDE.

This MOU is subject to applicable ratification procedures by the parties, including CSEA Policy 610.



Julie Gundling 6/23/25
Date
President, CSEA Chapter 468



Gina Lance 6/23/25
Date
Chief Human Resources Officer



Diego Ortega 6/23/25
Date
CSEA Labor Relations Representative

**Memorandum of Understanding
By and Between
California School Employees Association and its OCDE Chapter 468
and the
Orange County Department of Education**

June 23, 2025

Flexible/Alternate Work Locations

This Memorandum of Understanding (MOU) is entered into by and between the California School Employees Association and its OCDE Chapter 468 ("CSEA") and the Orange County Department of Education ("OCDE") to establish mutual agreement regarding the administration of OCDE's pilot Flexible Work Location policy. The following agreement outlines parameters agreed to by OCDE and CSEA regarding administration of OCDE's Flexible Work Location policy in its application to a voluntary (employee requested) program. This agreement does not apply to situations where it is necessary and required to work at a location other than the regularly assigned work site. This agreement shall cover requests from July 1, 2025 through June 30, 2026.

Overview

Full-time (8-hr/day) employees may request to work from an alternate location for up to 16 hours per month, during their regularly scheduled workday, in four (4)- or eight (8)-hour increments. Approval of requests is at the sole discretion of management. Employees may receive full, partial, or no approval of their submitted requests. If appropriate for the work and unit, a supervisor may approve an alternate work location for an employee within flexible parameters, including:

- 1) **Days/half days requested in advance as needed for situations that the employee anticipates.** For example, if an eligible employee has to attend a work-related event near their home on a specific day, they might request to work from home for a portion of their workday.
- 2) **A pre-scheduled cadence for a designated period.** For example, an eligible employee might request to work at an alternate location on the first and third Wednesday of the month, when they have a high volume of virtual appointments.

Approval

Many positions will not be appropriate for alternate work location arrangements, particularly those in direct support to students. Service to students and the community, program needs, and operational efficiency of OCDE shall be the highest priority. Eligibility for a flexible work location arrangement will be reviewed on a case-by-case basis. In addition to consideration of this MOU, organizational needs, unit structure, and best practices, the employee's work schedule, job responsibilities, and job performance may be taken into consideration as part of the approval decision.

It is acknowledged that managers and supervisors are advised to avoid regularly approving Mondays and Friday as alternate work location days, in large part because these are days often used for leave by employees and this can impact approval of employee leave requests.

An employee's approved participation in OCDE's Flexible Work Schedule Program (9/80) may limit approval of the employee's requests to work at an alternate location.

Responsibilities

Employees working at alternate locations will at all times support the commitment of OCDE to meet or exceed expectations and timelines. Working at an alternate location does not change the duties, obligations, rules, or responsibilities of employment. This includes schedule changes, overtime requests, and approval and use of leave. Further, the terms set forth in this MOU work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment.

It is the employee's responsibility to ensure that a proper work environment is maintained at alternate locations. Employees will arrange and manage dependent care and personal responsibilities in a way that allows them to avoid outside interference with work and successfully meet job responsibilities. No outside/other employment of any kind shall be performed during the hours an employee is on duty for OCDE.

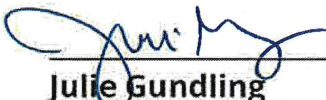
This flexible work location option is designed for employees scheduled to work eight (8) hours per day. The 16 hours is a limit and not a bank or entitlement; hours do not carry over and may not be accumulated from month to month. For monthly tracking against the 16-hour limit, time will be accounted for in the following increments: work performed at a Flexible Work Location for less than 4 hours is a 4-hour increment; work performed at a Flexible Work Location between 4 and 8 hours is an 8-hour increment. This rounding is for tracking only and does not reduce the employee's obligation to work a full day.

When an employee works at their regular work location and a Flexible Work Location on the same day, the commute time between locations is not considered work time. The employee may elect to commute during their meal or break periods. Any change to the employee's regularly scheduled work hours due to a commute must be prearranged and approved by the supervisor.

The option to implement or change the arrangement is at the sole discretion of OCDE management. Decisions to deny or revoke an approval for a flexible work location arrangement shall not be arbitrary or capricious.

Both parties are committed to expressing and trying to resolve any issues that arise related to this program. Requests to meet about any issues raised will be honored in a timely fashion.

This MOU is subject to applicable ratification procedures by the parties, including CSEA Policy 610.



Julie Gundling 6/23/25
President, CSEA Chapter 468 Date



Gina Lance 6/23/25
Chief Human Resources Officer Date



Diego Ortega 6/23/25
CSEA Labor Relations Representative Date