

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, 2019 – June 30, 2022

2021-2022 Contract Year

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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 the following supervisory and confidential classifications: Accounting Supervisor, Administrative
8 Supervisor, District Accounting Supervisor, Executive Support Assistant, Facilities Services Supervisor,
9 Human Resources Records Supervisor, Legal Assistant, Legal Secretary, Media Production Supervisor,
10 Maintenance and Operations Supervisor, Payroll Operations Supervisor, Principal Executive Assistant,
11 Purchasing and Contracts Supervisor, Reprographics Supervisor, Retirement Supervisor, School and
12 Community Programs Supervisor, Senior Administrative Supervisor, Senior Administrative Supervisor –
13 HR/Confidential, Senior Executive Assistant, Senior Executive Assistant – Confidential, Senior Executive
14 Assistant to Superintendent’s Office, Supervising Legal Secretary, Supervising Program Data Technician, Title
15 I Program Supervisor. A classification’s inclusion in or exclusion from the bargaining unit shall be subject to
16 negotiations between the DEPARTMENT and the ASSOCIATION. Newly created classifications shall be
17 subject to this section. Disputed cases shall be submitted to the PERB (Public Employment Relations Board)
18 for resolution.

19 1.2 This AGREEMENT shall supersede all previously written agreements between the DEPARTMENT and the
20 ASSOCIATION, or any other organization or individual, and shall constitute the sole agreement between the
21 DEPARTMENT and the ASSOCIATION.

22 1.3 Any and all agreements made by the DEPARTMENT and the ASSOCIATION shall be in writing and signed by
23 their authorized representatives and therefore binding.
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1 1.4 Neither the DEPARTMENT nor the ASSOCIATION shall interfere with, intimidate, restrain, coerce, or
2 discriminate against the employees because of the exercise of rights to engage or not to engage in lawful
3 ASSOCIATION activity.

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1 ARTICLE 2 – ASSOCIATION RIGHTS

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

16 2.3.1 In the event that the DEPARTMENT conducts an orientation, the ASSOCIATION shall have thirty (30)
17 minutes of paid release time for up to two (2) ASSOCIATION representatives, designated by the
18 Chapter President, to meet with the newly hired classified employees and conduct an ASSOCIATION
19 orientation session. Said release time shall not be counted against the total release time contained
20 elsewhere in the collective bargaining agreement. Additional release time for extenuating
21 circumstances may be requested for approval by a manager in Human Resources. The CSEA Labor
22 Relations Representative may also attend the orientation session(s). No non-unit employee will attend
23 the ASSOCIATION orientation session. The facilitator of the orientation may designate the area where
24 ASSOCIATION representatives may meet with new employees. If a new hire is unable to attend the
25 orientation, an 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
2 of the ASSOCIATION during the length of the AGREEMENT for the conduct of ASSOCIATION business. The
3 paid leave is to be distributed among the officers and/or designees. Paid leave for any one officer and/or
4 designee shall not exceed more than fifty percent (50%) of the total number of days allocated. The
5 DEPARTMENT form must be affirmatively completed prior to using ASSOCIATION days. Ten (10) additional
6 days of paid release time may be utilized by the ASSOCIATION to attend training conferences and seminars.
7 The ASSOCIATION 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,
9 in 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
12 current ASSOCIATION membership status. The DEPARTMENT shall not interfere with the terms of
13 any agreement between the ASSOCIATION and the employee with regard to the employee's
14 membership in 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
21 and 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/emailed 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
15 purposes of this article only, the "date of hire" is the effective date of the employee's placement in the
16 bargaining unit. The specified information will be provided to the CSEA administrative offices or
17 "headquarters" electronically via a mutually agreeable secure FTP site or service. This information will be
18 provided within thirty (30) calendar days of the date of hire. The information provided shall include the
19 following items:

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

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

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

21 The information provided shall include the following items:

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

- e) Job title/classification;
- f) Department;
- g) Primary worksite name;
- h) Work telephone number;
- i) Home street address (incl. apartment #);
- j) City;
- k) State;
- l) Zip code (5 or 9 digits);
- m) Home telephone number (10 digits);
- n) Personal cellular telephone number (10 digits) on file with OCDE;
- o) Personal email address on file with OCDE;
- p) Employee ID;
- q) CalPERS status;
- r) Hire date.

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

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

2.10 The ASSOCIATION agrees to indemnify and hold the DEPARTMENT, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the DEPARTMENT for the purpose of complying with

1 all sections of this article. The ASSOCIATION shall, within thirty (30) days of receipt of the request, pay to
2 the DEPARTMENT all costs associated with actions under this article.

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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
3 employment are to be made available for inspection by the persons involved. When a supervisor intends to
4 meet with an employee regarding his/her performance with the intention of putting a record of this meeting in
5 the employee's personnel file, the employee must be given one (1) working day advance notice. The meeting
6 shall take place 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
8 the person involved, were prepared by identifiable examination committee members, or were obtained in
9 connection with a promotional examination.

10 3.3 Every employee covered by this AGREEMENT shall have the right to inspect his/her personnel file upon
11 request, provided that the request is made at a time when such person is not actually required to render
12 services to the employer. When an employee requests to review his/her personnel file, he/she may be
13 accompanied by a person of his/her own choice if he/she so desires. An employee shall, upon request, obtain
14 one copy of materials contained in the file at DEPARTMENT expense. Any additional copies requested at any
15 time subsequent to the original 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
17 entered or filed unless and until the employee is given notice and an opportunity to review and comment
18 thereon. An employee shall have the right to enter and have attached to any such derogatory statement,
19 his/her own comment thereon. The employee will receive ten (10) days notice prior to such information being
20 entered in the file.

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

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

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

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

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

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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
3 (excluding informational picketing on the employee’s own time), or refusal or failure to fill and faithfully perform
4 job functions and responsibilities, or other interference with the operations of the DEPARTMENT by the parties
5 to this 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.

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1 ARTICLE 5 - DISCIPLINE

2 5.1 Disciplinary action is deemed to be suspension, or suspension of longevity stipend, demotion, or termination.

3 5.2 Disciplinary action shall only be imposed upon bargaining unit employees pursuant to this article and for the
4 following causes:

5 5.2.1 Incompetence in the performance of assigned duties.

6 5.2.2 Insubordination – a refusal to obey a legal or reasonable order of a supervisor.

7 5.2.3 Dishonesty affecting the institution or the DEPARTMENT.

8 5.2.4 Taking or using DEPARTMENT property without proper authorization, or negligence in the care of or
9 use of DEPARTMENT property when authorized.

10 5.2.5 Reporting for work under the influence of, or the use or possession on duty of alcohol or illegal drugs
11 as defined by law. Arrest for a narcotics offense requiring mandatory suspension as specified by the
12 Education Code.

13 5.2.6 Arrest for sex offense as defined in the Education Code.

14 5.2.7 Knowingly failing to disclose material facts regarding criminal convictions and any other false or
15 misleading information on application forms and employment records.

16 5.2.8 Repeated and unexcused tardiness in reporting to work at assigned time or leaving early without
17 authorization.

18 5.2.9 Unexcused absence, abuse of sick leave, or absence without notification.

19 5.2.10 Abandonment of position – absence of five (5) consecutive working days and failure to notify the
20 DEPARTMENT of a valid or acceptable reason for an absence as required in Article 9, Section 9.13.3.

21 5.2.11 Failure to maintain a license that is required for the job.

22 5.2.12 Inability of the DEPARTMENT to provide liability insurance due to the wrongful action of the employee.

23 5.2.13 Offensive or abusive conduct or language toward other employees, students, or the public.

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1 5.3 Probationary Employees

2 5.3.1 Probationary employees may be subject to disciplinary action, including dismissal. Probationary
3 employees subject to proposed discipline shall have the right to appear before the Executive Director,
4 Human Resources or his/her designee and have representation. If the decision of the Executive
5 Director, Human Resources or his/her designee is to continue the proposed discipline, the probationary
6 employee shall have no further rights to a hearing as outlined in the AGREEMENT.

7 5.3.2 Except in those situations where a supervisor recommends immediate termination or where an
8 immediate suspension is justified, an employee whose work is of such character as to incur discipline
9 shall first be specifically warned in writing by the immediate supervisor. Such written warning shall
10 state the reasons underlying any intention the supervisor may have of recommending future
11 disciplinary action.

12 5.3.3 After written warning, if an employee continues to violate the cause or causes listed in the written
13 warning, the employee may be suspended or terminated.

14 5.3.4 A decision to release the employee during the probationary period will be processed under Article
15 17.1.6 and 17.1.7. This will not be considered a disciplinary termination.

16 5.4 Permanent Employees

17 5.4.1 Permanent classified employees may be subject to disciplinary action including dismissal. Permanent
18 employees subject to proposed discipline shall have the right to appear before the Executive Director,
19 Human Resources or his/her designee and have representation.

20 5.4.2 If a designee is assigned by the Executive Director, Human Resources to hear the appeal, this
21 designee will be mutually agreed upon by the ASSOCIATION and the DEPARTMENT.

22 5.4.3 The permanent employee shall have the right to a hearing as outlined in this article if the decision of
23 the Executive Director, Human Resources and/or designee is to continue the proposed discipline.

24 5.4.4 Except in those situations where an immediate suspension is justified, a permanent employee whose
25 work or conduct is of such character as to incur discipline shall first be specifically warned in writing by

1 the immediate supervisor. Such written warning shall state the reasons underlying any intention the
2 supervisor may have of recommending future disciplinary action. The supervisor and the employee
3 shall mutually develop a written Performance Improvement Plan which shall set specific goals of
4 performance and specific time periods for this improvement. The Plan shall also include a statement
5 by the supervisor on how the supervisor will assist the employee in attaining the performance
6 improvement.

7 5.4.5 After the written warning, if an employee continues to violate the cause or causes listed in the written
8 warning, the employee may be suspended for up to five (5) working days, without pay, or have their
9 longevity stipend suspended for a period of time not to exceed six (6) months after the procedures in
10 this article have been completed. If the action continues for the same cause, the employee may be
11 suspended for up to twenty (20) working days without pay or terminated after procedures in this article
12 have been completed.

13 5.4.6 Employees who violate the aforementioned causes which either require mandatory suspension or
14 termination, or violate any causes which reasonably would require immediate disciplinary action, may
15 be terminated without the benefit of progressive discipline outlined in Section 5.4.4 after the process in
16 this article has been completed.

17 5.4.7 An employee may be immediately suspended without loss of compensation if the employee is
18 suspected of being an immediate threat to the health, safety, and well-being of students, fellow
19 employees, or the public. The suspension without loss of compensation must be followed by the
20 service of a set of charges and the completion of any procedure outlined for a permanent employee in
21 this article.

22 5.4.8 A permanent classified employee subject to disciplinary action shall be given in person or by U.S.
23 Certified Mail a written Notice of Disciplinary Action. Such notice shall contain a statement in ordinary
24 and concise language of:
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2 5.4.8.1 The specific charges against the employee which shall include times, dates and locations of
3 chargeable actions or omissions.

4 5.4.8.2 The penalty proposed.

5 5.4.8.3 An attachment containing copies of all evidence and documentation to support the
6 DEPARTMENT'S case against the employee.

7 5.4.9 Accompanying the Notice of Disciplinary Action shall be a written statement outlining the employee's
8 right to a hearing on the charges before the Cabinet Representative or designee and the date, time and
9 place of the hearing.

10 5.4.10 A form shall accompany the Notice of Disciplinary Action. The timely signing and filing of the form by
11 the employee shall constitute a request for a hearing and the denial of all charges.

12 5.4.11 If the employee does not respond and request a hearing within the ten (10) calendar days after delivery
13 of the Notice of Disciplinary Action, the employee shall forfeit the right to a hearing.

14 5.4.12 If the employee makes a timely request for a hearing before the Cabinet Representative or designee,
15 the hearing shall take place. The employee shall have the opportunity to respond to all charges and
16 shall be allowed to fully present his/her case (including the right to present evidence, examine
17 evidence, and examine and cross-examine all witnesses with the aid of a representative). The Cabinet
18 Representative or designee shall issue a decision within five (5) working days after the hearing.
19 Technical rules of evidence shall not apply.

20 5.4.13 If the decision is to continue the proposed discipline, the employee may request a review by a mediator
21 and/or appeal to the Superintendent.

22 5.4.14 Mediation and Appeal

23 5.4.14.1 Prior to an appeal to the Superintendent, the employee may elect to have a mediator review
24 the disciplinary decision and make a recommendation to the parties. Such request shall be
25 submitted in writing to the Executive Director, Human Resources within five (5) working days of the

1 service of the notice of decision. The mediator will be selected from a list of three (3) mediators
2 from the California State Mediation and Conciliation Service. Each party will strike one mediator
3 from the list until there is one remaining mediator. The first strike shall be determined by a flip of
4 the coin. The mediator will meet with both parties. The mediator will review information pertinent
5 to this case prior to making a recommendation.

6 5.4.14.2 An appeal to the Superintendent shall be presented in writing to the Superintendent within five
7 (5) working days of the decision of the Hearing Officer or of the recommendation of the mediator.
8 The Superintendent may accept, reject or modify the decision. The Superintendent's determination
9 shall be made within five (5) working days of the submission of the appeal and shall be final. The
10 employee shall be informed in writing of the decision.

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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 he/she has
4 been 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
10 each level of the grievance. A Class Action Grievance which affects unit members at more than one
11 (1) work 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
22 ASSOCIATION has received a copy of the grievance and the proposed resolution and has been given
23 the opportunity to file a response. The ASSOCIATION shall have five (5) days to respond to the
24 proposed resolution.

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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
4 formal 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
10 statement of the grievance shall be a clear, concise statement of the circumstances giving rise to
11 the grievance. The statement shall cite the specific reason(s) and the article of the AGREEMENT
12 that is alleged to have been violated, the decision rendered at the informal conference, if any, and
13 the specific remedy 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
16 appear alone, or he/she may be represented by a recognized representative of the ASSOCIATION,
17 but when the grievant is represented, he/she must also be present.

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

21 6.4.2 Level Two

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

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

8 6.4.2.3 Notice of the conference shall also be given to the first level supervisor who rendered the decision
9 at Level One.

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

12 6.4.3 Level Three

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

1 6.4.3.2 The parties shall select a mutually acceptable arbitrator. If agreement on an arbitrator cannot be
2 reached within three (3) days, the DEPARTMENT shall then request the California State
3 Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall strike
4 alternately until only one (1) name remains. The first strike shall be determined by a flip of the coin.
5 The remaining name shall be the arbitrator.

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

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

1 Level One of the Grievance Procedure. The arbitrator will have no power to render an award on
2 any grievance occurring before or after the term of the AGREEMENT.

3 6.4.3.5 The arbitrator may hear and determine only one (1) grievance at a time unless the DEPARTMENT
4 and the ASSOCIATION expressly agree otherwise.

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

11 6.4.4 Level Four

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

1 ASSOCIATION's and an employee's sole and final remedy for any claimed breach of this
2 AGREEMENT.

3 6.5 General Provisions

4 6.5.1 No reprisals of any kind shall be taken by any party to this procedure against any party of interest,
5 witness, representative, or any other participant in the grievance procedure by reason of such
6 participation.

7 6.5.2 Forms for filing and processing a grievance shall be prepared by the DEPARTMENT and given
8 appropriate distribution so as to facilitate operation of the grievance procedure. All documents,
9 communications, and records dealing with the processing of a grievance shall be filed separate from
10 the personnel file of the participant.

11 6.5.3 Failure at any level of the procedure to communicate the decision on a grievance within the specified
12 time limits shall permit the grievant to proceed to the next level.

13 6.5.4 Failure at any step of this procedure to appeal a grievance to the next level within the specified time
14 limits shall be deemed as acceptance of the decision as rendered.

15 6.5.5 The time limits specified at any level of this procedure may be extended in any specific instance by
16 mutual agreement.

17 6.5.6 All communications, notices, and paper required to be in writing shall be served personally or by U.S.
18 Certified Mail.

19 6.5.7 Both parties may secure the advice of counsel at their own cost.

20 6.5.8 Either party may be represented by legal counsel with mutual consent of both parties.

21 6.5.9 There may be a waiver of Level One proceedings by mutual consent when extenuating circumstances
22 preclude potential resolution between the grievant and the immediate supervisor.

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1 6.6 ASSOCIATION Representation in Grievance Resolution

2 6.6.1 The ASSOCIATION shall appoint and approve those Job Stewards authorized to represent employees
3 in grievance settlement procedures set forth in this procedure. Approved and authorized Job Stewards
4 shall not exceed five (5) in number.

5 6.6.2 Designated representatives shall have the right to receive reasonable periods of release time without
6 loss of compensation when handling the grievance process.

7 6.6.3 In the event that attendance at a grievance conference by the ASSOCIATION representative results in
8 the use of a substitute, the cost of such substitute service shall be borne by the DEPARTMENT.

9 6.6.4 In the event the ASSOCIATION determines that it is necessary, additional employees may be
10 appointed as Job Stewards on a temporary basis to handle specific grievances.

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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
12 to waive the lunch period. The supervisor may grant the request and the decision will not be
13 arbitrary.

14 7.3 Rest Periods

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

19 7.3.2 Employees are to remain at the work site during rest periods unless specifically authorized by the
20 supervisor to leave the work site.

21 7.3.3 The classification of Paraeducator – Special Education will be granted an additional rest period of
22 fifteen (15) minutes (MOU 1-26-84).

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
2 thirty (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
6 bargaining unit employees.

7 7.4.3 Annual workday options for paraeducators in Alternative Education shall be 232, 222 and 190. A 190-
8 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 his/her program.

11 7.4.4 Paraeducators – Special Education

12 7.4.4.1 Annual workday options for Paraeducators - Special Education, Paraeducators - Transition
13 Behavior, Speech/Language Pathology Assistants, Certified Occupational Therapy Assistants,
14 Licensed Vocational Nurses, Specialized Physical Health Care Paraeducators in the Special
15 Centers and Classes and 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
17 newly created, it will be assigned to a regular work year as outlined in 7.4.4.1 above at less than six
18 (6) hours per day.

19 7.4.4.3 The positions of Paraeducator – DHH Total and Educational Interpreter for the Deaf shall be
20 assigned a regular work year of 185 days. The position of Paraeducator – DHH Oral shall be
21 assigned a regular work year of 186 days. When summer assignments are offered beyond the
22 regular work 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
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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 School Administrative Assistants II and III, and Facilities Services Assistants I, and Assistive
4 Technology Specialists within Special Schools are not subject to sentence two in above
5 Article 7.4.5.

6 7.5 Work Schedule Change

7 7.5.1 An employee's assigned work schedule may be changed upon mutual agreement between the
8 employee and the employee's immediate supervisor when there is no interference with program needs.
9 If no agreement can be reached, the issue may be submitted to the ASSOCIATION and the
10 DEPARTMENT for resolution and any decision reached shall be binding upon all parties. A work
11 schedule change as 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
13 the control of the DEPARTMENT, the employee's assigned work schedule may be changed with at
14 least two (2) weeks notice.

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1 ARTICLE 8 – LAYOFF AND REEMPLOYMENT

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

8 8.1.1 The affected employee shall be entitled to written notice not less than sixty (60) days prior to the
9 effective date of layoff.

10 8.1.2 When an employee has service in a higher related classification(s), the hire date will be the earliest
11 date of hire into the higher classification within the series.

12 8.1.3 When reclassification results either in the merger of two (2) or more classes or the separation of a
13 class into two (2) or more classes, seniority rights of regular employees who are reclassified with their
14 positions shall be computed from the date of their entrance into regular service in such former classes.

15 8.1.4 An employee reclassified from one class to another shall retain his/her hire date in the former class;
16 hire date in the new class shall be the date of the reclassification. If employees in the same
17 classification are reclassified at the same time, their seniority order in the former class shall be
18 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
21 short-term position.

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

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

8 8.2.1 In cases of reclassification, reorganization or abolishment of positions, an incumbent's seniority in the
9 class plus higher related classes shall be determined as outlined in Section 8.1 above.

10 8.2.2 An employee may displace that employee within the classification who has the least seniority in the
11 class or higher related classes.

12 8.2.2.1 When multiple positions need to be filled within the same classification, employees shall be given
13 the opportunity to visit programs in order to acquire program knowledge that will assist them in
14 filling out their preference form. Employees shall be allowed to visit the program during their
15 regular work schedule.

16 8.2.2.2 A meeting between an employee and on-site supervisor shall occur at the request of either party.

17 8.2.2.3 Both the employee and the supervisor shall submit their preference form to Human Resources and
18 a copy of both will be given to the ASSOCIATION.

19 8.2.2.4 Human Resources will attempt to match employees based on preferences. The results will then be
20 shared with the ASSOCIATION prior to implementation. In the event a match is not made, Human
21 Resources and the ASSOCIATION will collaborate to determine placements, taking both supervisor
22 and employee preferences into consideration. In cases where there are three (3) or more
23 employees being displaced and a majority number of preferences have been met, placement in the
24 remaining positions will be by seniority.

25 8.2.3 The number of months worked per year shall have no effect in any way on displacement privileges.

1 8.2.4 If an employee waives the opportunity to displace within his/her classification, he/she may follow these
2 procedures in any equal or lower classification in which he/she holds seniority, or be placed on a
3 reemployment list.

4 8.2.5 Displacement into a lower class shall be considered a voluntary demotion and salary placement shall
5 be at the corresponding rate of salary for the new classification as provided in Article 17.4.

6 8.3 An employee, after having had the opportunity to exercise all rights under this procedure, who must be laid
7 off and placed on a preferential reemployment list will be selected first in reverse order of layoff for the first
8 opening occurring in any class in which he/she had seniority for a period of up to 39 months. The following
9 rules shall also apply:

10 8.3.1 An employee on a preferential reemployment list may decline three (3) offers of reemployment in
11 his/her former class. After his/her third refusal no additional offers need to be made and the employee
12 shall be considered unavailable until he/she indicates otherwise in writing.

13 8.3.2 Employees on preferential reemployment lists shall be eligible to compete in promotional examinations
14 for which they qualify.

15 8.4 An employee who must be laid off, after having been provided the opportunity to exercise all rights
16 guaranteed under this procedure, may accept a voluntary demotion or a transfer.

17 8.5 An employee who has accepted demotion in lieu of layoff has the right to be reemployed, in accordance with
18 his/her seniority, in a vacant position in his/her former class within 63 months after demotion. Intervening
19 reassignments to other classes shall not abrogate that right.

20 8.6 Laid off employees shall have the right to vacant positions in equal or lesser classes in the classification
21 series from which they were laid off, based on the order of seniority and upon meeting the minimum
22 qualifications. Laid off employees shall have the right to fill substitute positions, based on the order of
23 seniority and upon meeting the minimum qualifications.

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1 8.7 Laid off employees who were eligible for and receiving insurance benefits at the time of layoff will receive
2 benefits provided under Article 19 for three (3) months following separation from employment. Laid off
3 employees must contribute to the premium as provided by Article 19.4.

4 8.8 Employees subject to layoff may receive up to three (3) days paid release time to search for alternative
5 employment. Such time must have the prior approval of the immediate supervisor.

6 8.9 No volunteers shall be used to perform any functions of any classification series in which the DEPARTMENT
7 has eliminated the work of unit members.

8 8.10 Work previously performed by employees who have been laid off shall not be performed by teachers,
9 students, confidential, supervisory or management employees, nor shall work be contracted out.

10 8.11 Seniority order for employees with the same date of employment in a classification will be determined by a
11 mutually agreed upon random number generator. The results and audit log of the random number generator
12 shall be provided to the ASSOCIATION.

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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 necessary leave of absence, not to exceed three (3) days on account of
6 the death of family members identified in the table below (9.1.2.1). Additional bereavement leave for
7 extreme circumstances may be requested for approval by the Executive Director, Human Resources or
8 designee. If travel in excess of three hundred (300) miles, one-way, or out-of-state is required, two (2)
9 additional days shall be allowed.

10 9.1.2.1

Family Members of the Employee	Family Members of the Spouse of the Employee
spouse	
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	

15 9.1.3 Employees may use up to a maximum of three (3) days total per year of Bereavement Leave for other
16 family members not identified in table 9.1.2.1. No additional Bereavement Leave for travel or extreme
17 circumstances will be granted for these instances.

18 9.1.4 Employees using Bereavement Leave shall notify their immediate supervisor as soon as possible and
19 state the expected duration of their absence.

20 9.1.5 All days of absence used under the provisions of Bereavement Leave shall result in no loss of
21 compensation to the employee.

22 9.1.6 Immediately upon return to active service, the employee shall complete the appropriate absence form
23 and submit it to his/her immediate supervisor.

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1 9.2 Family Care Leave

2 9.2.1 An employee is entitled to use up to six (6) days of accrued sick leave during a calendar year to attend
3 to an illness of a child, parent or spouse of the employee. A child includes biological, foster or adopted
4 child, as well as stepchild, legal ward, or the child of a person standing in loco parentis. A parent
5 includes a biological, foster or adoptive parent, a stepparent or a legal guardian.

6 9.2.2 An employee exercising this leave of absence provision shall notify the immediate supervisor of his/her
7 need to be absent from service as soon as known, but in no event, not later than reasonable notice
8 necessary to secure substitute services. The notification described herein shall also include an
9 estimate of the expected duration of the absence.

10 9.2.3 Provisions of this section shall remain in effect as long as Section 233 of the California Labor Code is
11 applicable to school employers.

12 9.2.4 If an employee has twelve (12) days of accumulated sick leave as of January 1, one (1) additional
13 Family Care Leave day of the employee's accrued sick leave can be used that calendar year. This
14 leave is not to be accumulative.

15 9.2.5 An employee who has exhausted their vacation and other eligible leave may use up to an additional 20
16 days of their sick leave per calendar year to care for a family member who has a verified serious health
17 condition, illness, or injury, provided they have a minimum sick leave balance of 12 days after using the
18 days. An employee exercising this leave of absence provision shall notify Human Resources and the
19 immediate supervisor of their need to be absent from service as soon as known, but in no event, not
20 later than reasonable notice necessary to secure substitute services. The notification described herein
21 shall also include an estimate of the expected duration of the absence.

22 9.3 Family and Medical Leave

23 9.3.1 Any employee who has served with the DEPARTMENT for a total of twelve (12) months and has
24 worked 1250 hours in the twelve (12) months immediately preceding the request shall be eligible to
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1 take Family and Medical Leave under the provisions of state and federal law, details of which may be
2 found in the DEPARTMENT's Administrative Procedures Manual.

3 9.3.2 Family and Medical Leave for up to twelve (12) weeks per 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 his/her
10 job.

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

16 9.4 Holidays

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

19 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	Floating Holiday (in lieu of Admissions Day)
Christmas Eve	
Christmas Day	
New Year's Eve	
New Year's Day	

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

24 9.4.3 An employee must be in a pay status on his/her last scheduled working day before or after a holiday in
25 order to receive pay for that holiday. Time during which a unit member is excused from work because

1 of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be
2 considered as time worked by the unit member for the purpose of determining paid status for holiday
3 pay only.

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

9 9.4.5 Floating Holiday

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

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

22 9.5 Industrial Accident and Illness Leave (Workers' Compensation)

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

1 9.5.2 An employee who has sustained a job-related injury shall report the injury immediately on the
2 appropriate DEPARTMENT form to the immediate supervisor. In order to qualify for Industrial Accident
3 or Illness Leave coverage, an employee claiming such leave shall be examined by a physician
4 approved by the DEPARTMENT'S approved medical panel.

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

8 9.5.4 Allowable leave shall not be accumulated from year to year.

9 9.5.5 Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence,
10 regardless of a temporary disability indemnity award.

11 9.5.6 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be
12 entitled to only the amount of unused leave due for the same illness or injury.

13 9.5.7 Any employee receiving benefits as a result of this section shall, during periods of injury or illness,
14 remain within the state of California unless the DEPARTMENT authorizes travel outside the state.

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

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

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

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

14 9.5.11 An employee shall notify the DEPARTMENT when receiving compensation from other employment
15 while on any status authorized in provisions of Section 9.5. The employee will be notified of the laws
16 regarding accepting compensation while receiving workers' compensation payments.

17 **9.6 Judicial Leave**

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

22 9.6.2 The employee seeking an official Judicial Leave shall submit an Absence Request/Report form to the
23 immediate supervisor for a jury duty absence accompanied by a copy of the official order for jury duty.
24 The dates of actual service, other than the initial report date, may be added upon completion of jury
25 duty, as the actual duration will not be determined until completion of the jury duty service. The

1 Absence Request/Report form shall be submitted not less than ten (10) days prior to the beginning of
2 the date of the leave.

3 9.6.3 An employee may be granted a Judicial Leave not to exceed the duration of the requirement of the
4 official order for participation and appearance.

5 9.6.4 Immediately upon return to active service, the employee shall complete the Absence Request/Report
6 form and submit it to the immediate supervisor.

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

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

14 9.6.7 The employee shall provide, upon DEPARTMENT request, additional verification of the use of the
15 Leave provisions.

16 9.7 Legislative Leave

17 9.7.1 A leave of absence shall be granted permanent employees who are elected to the California State
18 Legislature.

19 9.7.2 An employee elected to the California State Legislature may request a Legislative Leave to fill the term
20 of office. Said request shall be submitted no later than fifteen (15) days after being elected to office.

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

24 9.7.4 Except as provided above, an employee shall receive no DEPARTMENT compensation while on
25 Legislative Leave.

1 9.7.5 The employee shall, within six (6) months of the expiration of the term of office, be entitled to return to
2 the position held at the time of election. If the position held at the time of election has been abolished
3 at the time the employee is eligible to return to DEPARTMENT service, reinstatement shall be made to
4 a position for which the employee is qualified. Reinstatement shall be made at the salary to which the
5 employee would have been entitled had Legislative Leave not been utilized.

6 9.8 Military Leave

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

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

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

17 9.9 Unpaid Leave

18 9.9.1 An employee may request a leave of absence for personal reasons.

19 9.9.2 Any employee seeking approval for an Unpaid Leave shall submit a request including the reasons and
20 any supporting information related thereto, and the duration of the requested leave.

21 9.9.2.1 For personal absences of five (5) days or less, the employee shall submit a Leave of Absence
22 Request to his/her immediate supervisor who may approve or deny the request.

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

1 9.9.2.3 For personal absences in excess of fifteen (15) days, the employee shall submit the Leave of
2 Absence Request to his/her immediate supervisor not less than fifteen (15) working days prior to
3 the beginning date of the leave. After approval by the Cabinet Representative, the leave request
4 will be presented to the Superintendent for final approval or denial.

5 9.9.3 Human Resources should be notified immediately of any leave.

6 9.9.4 An employee may accept gainful employment while on Unpaid Leave with prior approval of the
7 Executive Director, Human Resources.

8 9.9.5 Any Unpaid Leave that may be granted under these provisions shall be without compensation.

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

12 9.10 Personal Business Leave

13 9.10.1 Leave may be granted for the conduct of personal business. This leave is not to be accumulative and
14 is taken at the discretion of the employee.

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

19 9.10.3 An employee shall be granted three (3) days each year for Personal Business.

20 9.10.4 Additional Personal Business days may be earned at the rate of one (1) personal business day for
21 each ten (10) days of accumulated sick leave as of June 30 each year, not to exceed a total of four (4)
22 additional days. This leave is not to be accumulative. Usage of leave under this section shall be
23 reviewed annually by the ASSOCIATION and the DEPARTMENT to evaluate continued
24 implementation.

25 9.10.5 Personal Business days will be deducted from Personal Necessity Leave.

1 9.11 Personal Necessity Leave

2 9.11.1 Personal Necessity Leave may be utilized for circumstances which are serious in nature, which cannot
3 be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with
4 during off-duty hours.

5 9.11.2 Employees shall submit a request for Personal Necessity Leave on a DEPARTMENT-approved form to
6 the immediate supervisor, normally not less than five (5) working days prior to the beginning date of the
7 leave. The prior approval required for Personal Necessity Leave shall not apply to the following
8 reasons: death or serious illness of a member of the employee's immediate family; accident involving
9 person or property or the person or property of the employee's immediate family; or at the discretion of
10 the DEPARTMENT.

11 9.11.3 When prior approval is not required, the employee shall make every reasonable effort to comply with
12 DEPARTMENT procedures designed to secure substitutes and shall notify the immediate supervisor of
13 the expected duration of the absence.

14 9.11.4 An employee may use not more than seven (7) days per year of accumulated Sick Leave for purposes
15 of approved Personal Necessity Leave. Personal Necessity Leave shall not be granted for political
16 activities or demonstrating; vacation, recreation or social activities; civic or organization activities;
17 occupational investigation; or religion.

18 9.11.5 An employee shall receive full compensation for not more than seven (7) days per year of approved
19 Personal Necessity Leave.

20 9.11.6 Immediately upon return to active service, the employee shall complete the DEPARTMENT-approved
21 form and submit it to the immediate supervisor.

22 9.11.7 The employee shall provide, upon DEPARTMENT request, additional verification of the use of these
23 leave provisions.

24 //

1 9.12 Pregnancy Leave

2 9.12.1 Absence caused by disability due to pregnancy, childbirth or recovery therefrom shall be charged to
3 Sick and Differential Sick Leave.

4 9.12.2 The employee shall furnish Human Resources with a statement from her physician giving the
5 anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work
6 assignment. Such statement shall be furnished as soon as practical after a determination of the
7 pregnancy has been made. A pregnant employee will be permitted to work as long as she able to
8 safely perform her duties.

9 9.12.3 Personal Leave may be granted upon request.

10 9.12.4 An employee may use up to three (3) days of earned Sick Leave a year for paternity or adoption
11 reasons.

12 9.13 Sick Leave

13 9.13.1 The purpose of Sick Leave shall be for physical and mental disability absences which are medically
14 necessary and caused by illness, injury, maternity disability or quarantine.

15 9.13.2 An employee, covered by this AGREEMENT, working five (5) days per week for a full year (12
16 months), shall be annually entitled to twelve (12) days leave of absence for the purpose of Sick Leave
17 utilization. An employee covered by this AGREEMENT, working less than full-time, shall be entitled to
18 Sick Leave in the same ratio that his/her employment bears to full-time employment. A new employee
19 shall not be eligible to take more than six (6) days, or the amount to which he/she may be entitled
20 under this section, until the first day of the calendar month after completion of the first six (6) months of
21 service.

22 9.13.3 An employee exercising this Sick Leave provision shall notify the immediate supervisor of his/her need
23 to be absent from service as soon as known, but in no event, not later than reasonable notice
24 necessary to secure substitute services.

1 9.13.4 An employee who becomes aware of the need to be absent more than three (3) consecutive days shall
2 submit a statement from his/her attending physician as far in advance of the initial disability date as
3 possible. The physician's statement shall include the beginning date of disability, the cause of
4 disability and the anticipated date of return to active service.

5 9.13.5 Any unused Sick Leave credit may be used by the employee for Sick Leave purposes without loss of
6 compensation.

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

15 9.13.7 Immediately upon return to active service, the employee shall complete the DEPARTMENT-approved
16 form and submit it to the immediate supervisor.

17 9.13.8 The DEPARTMENT, when reasonable, may request in advance that the employee provide acceptable
18 verification of the use of these provisions.

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

23 9.13.10 An employee returning to service shall be charged with one (1) additional day of Sick Leave if the
24 employee fails to terminate a previously secured substitute by contacting the substitute or the Human
25

1 Resources office no later than the close of the workday (4:30 p.m.) preceding the return to work. All
2 employees shall be informed of this policy upon hiring.

3 9.13.11 Employees who are members of the Public Employees Retirement System (PERS) and have unused
4 Sick Leave when they retire will receive service credit with PERS.

5 9.13.12 An employee may not accept other employment while on Sick Leave. Such employment is defined to
6 include only the hours in the employee's regular work schedule.

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

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

13 9.14 Unauthorized Leave/Absence

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

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

1 9.14.3 A permanent employee, after three (3) working days of unauthorized absence, will be notified in writing
2 by the DEPARTMENT of the breach of service. Unauthorized absence is a breach of service and a
3 violation of the AGREEMENT by an employee. An employee who is absent on unauthorized leave for
4 more than three (3) working days in a year, shall be subject to such disciplinary action as deemed
5 appropriate under the circumstances.

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

12 9.15 Vacation Leave

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

17 9.15.2 Vacation entitlement for full-time employees shall be as follows:

18

<u>Years of Service</u>	<u>Annual Entitlement</u>			<u>Monthly Accrual Rate</u>
	<u>10 Months</u>	<u>11 Months</u>	<u>12 Months</u>	
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

19
20
21

22 9.15.3 The same procedure shall be applied to an employee in a part-time, regular position on a prorated
23 basis.

24 9.15.4 The maximum allowable vacation credit at any one time for a full-time employee shall be three hundred
25 twenty (320) hours and a prorated amount equal to eight (8) weeks of vacation for part-time

1 employees. No employee shall lose vacation as a result of this provision. When the employee's
2 accumulated vacation leave balance reaches the maximum allowable vacation credit, the employer
3 may elect to assign the excess vacation hours or have the excess vacation paid off.

4 9.15.5 A vacation request that has been approved in writing by the DEPARTMENT cannot be rescinded
5 except in case of emergency. A vacation request shall be approved or denied by the supervisor within
6 fifteen (15) days of the written request. If the supervisor is unavailable when the request is received,
7 the request shall be approved or denied within two (2) working days of the supervisor's return to duty.
8 For vacation requests submitted less than ten (10) working days prior to the beginning of the date of
9 the vacation, the supervisor will approve or deny the request as expeditiously as possible.

10 9.15.6 Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the
11 conditions of this section.

12 9.15.6.1 The illness or injury of the employee was of a nature that would preclude the effective use of
13 vacation and would prevent the employee from performing his/her normal duties.

14 9.15.6.2 The employee must notify his/her supervisor within five (5) working days of the beginning of
15 the illness to request that his/her illness or vacation be charged to sick leave.

16 9.15.6.3 The DEPARTMENT shall be under no obligation to extend the vacation beyond the original
17 scheduled vacation ending date.

18 9.15.6.4 If an employee has charged more than five (5) days of vacation to sick leave, the employee
19 must furnish the DEPARTMENT with a certificate signed by a licensed physician stating the
20 nature of the illness or injury and the period of disablement upon returning to work.

21 9.15.7 Vacation leave benefits which the employee has accumulated shall remain in full force and effect, and
22 during the term of this AGREEMENT the employee shall continue to earn and accumulate vacation
23 leave as provided by the provisions of Section 9.15.2.

24 9.15.8 Employees in the classification of Educational Interpreter for the Deaf are to take accrued vacation
25 leave during program closed days.

1 9.16 Non-Work Days

2 9.16.1 Employees in the classification of Paraeducator, Specialized Physical Health Paraeducator, Licensed
3 Vocational Nurse, Speech/Language Pathology Assistant, and Certified Occupational Therapy
4 Assistant are assigned to special work schedules which incorporate provisions for vacation and holiday
5 pay.

6 9.16.2 As a general rule, employees should plan Non-Work Days with supervisors so that such leave will not
7 be disruptive to professional responsibilities. Nothing in this policy is to be construed as to limit the
8 number of times an employee may take Non-Work Days within the contract year.

9 9.16.3 When applicable to the employee, Non-Work Days are to be planned as far in advance as possible and
10 are to be taken with the concurrence of the supervisor. Generally, this occurs during the planning
11 process.

12 9.16.4 After a leave request has been approved, the leave may not be canceled without the concurrence of
13 both the supervisor and the employee.

14 9.16.5 If, while on non-work, an employee becomes ill or injured, he/she may request to transfer to Sick Leave
15 status. A physician's verification may be required.

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

22 9.16.7 Paraeducators who choose a 232-day option can carry over a maximum of five (5) non-work days to
23 the following school year. Non-work days that are carried over do not accumulate from year to year
24 (no more than five carried over non-work days are available in any school year).

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
3 and control to the full extent of the law. Included in, but not limited to, those duties and powers are the
4 exclusive right to: determine the organization, direct the work of the employees and determine the times and
5 hours of operation; determine the kinds and levels of services to be provided and the methods and means of
6 providing them; establish the educational opportunities of students; determine staffing patterns and
7 determine the number and kinds of personnel required; maintain the efficiency of the DEPARTMENT'S
8 operations; determine the curriculum; build, move or modify facilities; establish budget procedures and
9 determine budgetary allocations; determine the methods of raising revenue; contract out work; and take
10 action on any matter in the event of an emergency. In addition, the Superintendent retains the right to hire,
11 classify, assign, transfer, 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
15 AGREEMENT 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
7 communicate with its constituents. Attendance at negotiation sessions shall be restricted to the
8 ASSOCIATION'S and Superintendent's negotiation teams only. Consultants, resource people, and expert
9 witnesses may attend 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 11.5 Negotiations shall take place at mutually agreeable times and places, normally during the work day. Except
18 as allowed under Section 11.4, members of the ASSOCIATION bargaining team shall be members of CSEA.
19 Members of the ASSOCIATION'S bargaining team shall be responsible for notifying their immediate
20 supervisors of meeting times and dates and requesting release time no later than the beginning of the work
21 day following the scheduling of the meeting. In cases of emergency or hardship, an employee's request to
22 attend the negotiations meeting may be refused and the meeting will be rescheduled as soon as possible.

23 11.6 The final agreement made between the parties shall be reduced to writing and initially distributed to
24 DEPARTMENT and ASSOCIATION negotiation team representatives for proofreading. The DEPARTMENT
25 shall provide twenty (20) copies of the ratified AGREEMENT to the ASSOCIATION.

1 11.7 Subsequent to ratification of the AGREEMENT either party may request that negotiations be resumed for the
2 purpose of amending the AGREEMENT. Upon mutual agreement to negotiate, negotiations may proceed.

3 *////*

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
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
8 evaluation is missed, performance shall be considered to meet expectations.

9 12.1.4 An annual evaluation will be necessary for a one-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 him/her. The evaluation form shall be signed by
13 the employee to indicate receipt, and the employee shall be given a signed copy. The performance
14 evaluation 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
16 comments shall include specific recommendations for improvements and the employee shall have the right
17 to review and respond to any derogatory evaluation.

18 12.4 Notwithstanding Article 3 - Classified Personnel Files, annual evaluations may remain in the personnel file
19 for 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.

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1 ARTICLE 13 – POSITION CLASSIFICATION

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

5 13.2 The supervisor will review the request and comment as appropriate. The form will be sent to the Executive
6 Director, Human Resources via the appropriate Cabinet Representative no later than September 15 or
7 March 15 of each year.

8 13.3 The Executive Director, Human Resources 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 Executive Director, Human Resources.

11 13.5 This article does not apply to positions under review in a general reclassification study. A class is a group of
12 positions similar in duties and responsibilities that have the same descriptive title.

13 13.6 A "class" is a group of positions similar in duties and responsibilities that have the same descriptive title.

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

18 13.8 Reclassification Committee

19 13.8.1 Definition of committee: The DEPARTMENT and ASSOCIATION agree to establish a joint, ongoing
20 Reclassification Committee effective July 1, 1995. This committee shall be composed of a minimum of
21 two (2) representatives selected by the ASSOCIATION and a minimum of two (2) representatives
22 selected by the Superintendent or designee. A member shall serve for two (2) years. Terms will be
23 staggered for the two (2) members of each team. Outside resources can be included as needed. A
24 member shall be eligible for additional two (2) year terms. ASSOCIATION representatives shall serve
25

1 on release time. Any committee member whose class comes up for review or who supervises anyone
2 applying for a reclassification shall not participate as a committee member on that application only.

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

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

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

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

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

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

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

23 14.2 Mileage

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

1 14.3 Tuition Reimbursement

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

6 14.3.2 The following criteria shall be used in determining the eligibility of courses for tuition reimbursement.

7 14.3.2.1 Courses must be related to the work of the employee's position or occupation.

8 14.3.2.2 Courses must be taken at times other than when the employee is scheduled to be at work.

9 14.3.2.3 Courses must be taken through accredited institutions.

10 14.3.3 Courses are not eligible for tuition reimbursement if they:

11 14.3.3.1 Are taken to bring unsatisfactory performance up to an acceptable level.

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

14 14.3.3.3 Duplicate available in-service training.

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

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

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

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

1 14.3.6 Reimbursement will be made for tuition, registration and laboratory fees only.

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

5 14.3.8 Reimbursement shall be limited as follows:

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

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

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

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

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

20 14.3.9 The employee shall apply for tuition reimbursement to the Executive Director, Human Resources prior
21 to the ending date of the course.

22 14.3.10 The Executive Director, Human Resources shall evaluate the request for reimbursement and notify the
23 employee within ten (10) working days of approval or denial.

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

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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,
5 construction safety orders.

6 15.2 It is the employee's responsibility to report in writing to his/her immediate supervisor(s) any unsafe condition
7 with 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
9 unsafe.

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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,
3 such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other
4 provisions 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
6 and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually
7 satisfactory alternative to the issue opened by the invalidation or suspension.

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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 initial probationary period may be extended by mutual agreement between the employee, the
10 ASSOCIATION and the Superintendent. In no instance may the extension take the probation beyond
11 one (1) year in length.

12 17.1.5 The DEPARTMENT may effect the release from employment of any employee at any time during the
13 employee's probationary period. The DEPARTMENT need not state any reason for such probationary
14 release; however, such release shall not be prohibited by law for any reason.

15 17.1.6 New employees subject to release during the probationary period shall be notified in writing of the
16 action to be taken. In addition, said employee shall be granted, upon request, a meeting with the
17 Executive Director, Human Resources or his/her designee. The employee is entitled to have
18 representation at this meeting.

19 17.1.7 If the decision of the Executive Director, Human Resources is to continue the proposed release, the
20 probationary employee shall have neither the right to appeal nor any further rights to a hearing as
21 outlined in the AGREEMENT.

22 17.2 Promotions

23 17.2.1 First consideration for promotion shall be given to bargaining unit employees.

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1 17.2.2 An employee with permanent status who is promoted to a higher classification will serve a probationary
2 period of six months. Such employee may be involuntarily demoted to the employee's former class
3 during the probationary period.

4 17.2.3 An employee subject to initial probation who is promoted to a higher class will be deemed to have
5 satisfactorily completed initial probation effective the date of the promotion.

6 17.2.4 An employee with permanent status who is promoted to a higher classification may voluntarily demote
7 to his/her former class with prior DEPARTMENT approval

8 17.2.5 An employee with permanent status, to be eligible to return to a previous position in accordance with
9 17.2.2 and 17.2.4, must have prior permanent status in that classification.

10 17.2.6 An employee who receives a promotion as a result of reclassification in the same position will not serve
11 an additional probationary period beyond initial probation.

12 17.3 Transfers

13 17.3.1 A transfer is defined as a lateral move to a vacant position in the same classification or to a different
14 job classification at the same salary range. A transfer shall be based on requirements of the program
15 and job-related criteria. A newly created position shall also be considered a vacancy.

16 17.3.1.1 Voluntary Transfers

17 17.3.1.1.1 Within a division, employees may initiate a request to the division head for a lateral move in
18 the same classification. If the division head approves the transfer, the division head will
19 inform Human Resources in accordance with Section 17.3.1.2.2 of this article.

20 17.3.1.1.2 Employees may also use the transfer process to request a reduction to a classification on a
21 lower salary range.

22 17.3.1.1.3 Employees wishing an interdivision transfer/reduction must state such an intention in writing
23 to Human Resources.

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- 1 17.3.1.1.4 Employees requesting a transfer to a different classification on the same range or lower
2 must meet the minimum qualifications for the new classification and may be required to
3 take applicable performance tests for the new classification.
- 4 17.3.1.1.5 When a vacancy occurs, employees with a lateral transfer request on file will be given first
5 consideration.
- 6 17.3.1.1.6 Twice per year (end of June and end of December) Human Resources will distribute a
7 blanket transfer flier. The flier will solicit responses for lateral transfers to any location at
8 which an employee is interested in working. Transfer requests received will expire June 30
9 of each year of submission.
- 10 17.3.1.1.7 When a new site is opened and vacancies created Human Resources will post a lateral
11 transfer flier allowing employees the opportunity to express interest in the new site.
- 12 17.3.1.1.8 Employees may submit transfer requests at any time during the year. It is not necessary to
13 wait for the blanket transfer posting.
- 14 17.3.1.1.9 Those employees interested in the position will be interviewed by the supervisor with the
15 vacancy. In the case of employees with equal qualifications, as determined by the
16 supervisor, the employee with the most seniority shall be selected for the position.
- 17 17.3.1.1.10 Supervisors with vacancies will not be required to interview employees more than one time
18 during the one year period of the transfer request. If consideration for a vacancy is based
19 on a previous interview, Human Resources will notify the employee.
- 20 17.3.1.1.11 Employees not selected shall be afforded the opportunity, upon request, to receive
21 feedback related to the interview and its results. This feedback shall be provided through
22 Human Resources.
- 23 17.3.1.1.12 Employees who decline an opportunity to transfer shall not be penalized and shall be
24 offered the opportunity to transfer upon the next available vacancy.
- 25

1 17.3.1.1.13 Concurrent posting for external candidates may be accomplished while in-house
2 candidates are interviewed/considered.

3 17.3.1.2 Involuntary Transfers

4 17.3.1.2.1 Within a division, a division head; i.e., Cabinet Representative, may laterally move a
5 permanent or probationary employee to a vacant position in the same classification within
6 the division without initiating a recruitment.

7 17.3.1.2.2 Human Resources will be notified in writing by the division head prior to initiating any lateral
8 personnel moves. Notification will identify effective date, name of the individual to be
9 laterally moved, and the vacant position.

10 17.3.1.2.3 Employees may be transferred between divisions with the prior approval of the
11 Superintendent. The employee will be given two (2) weeks notice prior to such a transfer
12 whenever possible. The employee will have the right to discuss the reasons for the transfer
13 with his/her Cabinet Representative prior to the effective date of the transfer. The
14 employee may make a written appeal of the transfer to the Superintendent.

15 17.3.1.2.4 Employees involuntarily transferred shall not receive a reduction in hours.

16 17.3.1.2.5 A transfer will not be arbitrary or capricious.

17 17.3.1.3 General Provisions

18 17.3.1.3.1 When an existing site is moved to a different location(s), the transfer provisions of the
19 AGREEMENT shall not apply. Any vacancies or new positions created as a result of the
20 move shall be filled in accordance with existing contract language.

21 17.3.1.3.2 Paraeducators – Special Education accepted for transfer are not required to reduce the
22 hours per day worked.

23 17.3.1.3.3 Employees wishing to exchange jobs with members in the same classification may do so
24 with approval of both supervisors/administrators. Job exchanges will not be considered
25 transfers.

1 17.3.1.3.4 A reassignment is defined as the reallocation of an employee and the employee's position
2 to a different site. If the reassignment is involuntary, the provisions of Section 17.3.1.2 will
3 apply.

4 17.4 Downward Adjustment

5 17.4.1 A downward adjustment shall be defined as a change in classification resulting in a lower salary range
6 than the employee's classification/range at the time of the movement. For purposes of this article only,
7 "current rate" refers to an employee's monthly salary. When a change occurs that would result in an
8 employee moving from the regular classified salary schedule to one of the hourly salary schedules; e.g.
9 Paraeducator, prorated adjustments shall be made if the employee chooses less than the maximum
10 choice of days and/or less than eight (8) hours per day worked.

11 17.4.2 Reclassification of any position or class of positions or a voluntary reduction under the provisions of
12 Article 17.2.4 or 17.3.1.1.2 shall not be deemed a demotion even if it results in a downward adjustment;
13 otherwise, a downward adjustment shall be considered a demotion and shall take place only as a result
14 of the layoff or disciplinary procedures of this AGREEMENT.

15 17.4.3 Any employee receiving a layoff demotion or reclassification reduction which would otherwise result in
16 a downward adjustment in salary shall have his/her salary "grandfathered" (G-rated) at their current
17 rate for a period not to exceed five (5) years. G-rated means employees will receive any range
18 adjustment applied to the classification held by the employee at the time the adjustment is applied
19 and/or any adjustment applied to the salary schedule.

20 17.4.4 After five (5) years, the employee's salary shall be Y-rated based on the schedule outlined below,
21 except that an employee who has completed twenty-five (25) consecutive years of service at the
22 conclusion of the five (5) year G-rate will continue in a G-rate status as long as he/she serves in that
23 classification or subsequent classifications due to a reduction in force. If, at the end of this period of
24 time, the employee's salary continues to exceed the maximum of the appropriate salary range, the
25 employee's salary will be reduced to the amount equivalent to the highest step on the range.

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

17.4.5 If an employee voluntarily reduces to a classification on a lower salary range, the employee will be Y-rated at his/her current rate for a period of time equal to the number of months served in the higher classification, provided the employee completed the probation period. Voluntary Y-rating shall not exceed sixty (60) months. If, at the end of this period of time, the employee's salary continues to exceed the maximum of the appropriate salary range, the employee's salary will be reduced to the amount equivalent to the highest step on the range. When an employee has served in the higher classification less than six (6) months, the employee shall not be eligible for Y-rating and shall receive the highest step in the new salary range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his/her merit eligibility date. Y-ratings in place as of the effective date of the 2018-2019 agreement will remain until their respective expiration dates.

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

17.5 Substitute In a Vacancy

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

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1 ARTICLE 18 – WAGES AND COMPENSATION

2 18.1 General Provisions

3 18.1.1 Upon initial employment and each change thereafter which affects title or salary, employees will be
4 notified in writing of classification title, hours per day/week, salary range and step, effective date of
5 change, monthly/hourly salary and work location, along with the date the change shall appear in the
6 employee's paycheck. In addition to above, a copy of the employee's class specification shall be
7 furnished when applicable.

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

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

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

15 18.1.5 Any adjustment to an employee's paycheck due to an error in payment which constitutes a reduction of
16 the normal paycheck shall be limited to no more than twenty-five percent (25%) from any pay period,
17 provided an employee has not indicated an intent to resign. Such adjustments shall be accompanied
18 by an oral or written explanation prior to issuance of the check.

19 18.1.6 The DEPARTMENT shall provide a quarterly statement which reflects employee sick leave, vacation
20 leave, and compensatory time.

21 18.2 Step Placement

22 18.2.1 Step placement upon initial employment will be at the recruiting step for the classification. The
23 recruiting step is normally Step 1 of the salary schedule unless otherwise indicated. An employee may
24 receive step placement above the recruiting step upon advance approval of the Executive Director,
25 Human Resources.

1 18.2.2 An employee will receive a two (2) step increase upon promotion, provided such step placement does
2 not exceed the maximum step of the new salary range.

3 18.3 Shift Differential

4 18.3.1 An employee who works an assigned night shift shall, in addition to his/her regular salary, be paid a
5 night shift differential for each hour actually worked on the assigned night shift.

6 18.3.2 For purposes of this section, night shift shall mean an assigned work shift of seven (7) consecutive
7 hours or more which includes at least four (4) hours of work between the hours of 3:00 p.m. and 9:00
8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee
9 for night shift differential.

10 18.3.3 The rate of night shift differential shall be fifteen cents (\$.15) per hour, or five percent (5%) of the hourly
11 rate, whichever is greater.

12 18.4 Bilingual Pay

13 18.4.1 Qualified employees who meet the following criteria shall receive an additional bilingual stipend of two
14 and one-half percent (2.5%). This will not apply to the class of Interpreter or Paraeducator – Deaf and
15 Hard of Hearing Program (DHH).

16 18.4.2 An employee must be assigned by DEPARTMENT management to speak or translate a language in
17 addition to English. This may include such specialized communication skills as sign language.

18 18.4.3 Employees must regularly and frequently speak and/or translate a second language on an average of
19 once daily.

20 18.4.4 To become qualified, employees must be certified as qualified by the Executive Director, Human
21 Resources. Bilingual pay shall be retroactive to the date requested by the employee and approved by
22 the supervisor and the Executive Director, Human Resources.

23 18.4.5 The supervisor and the Executive Director, Human Resources must confirm the need for the services
24 in accordance with Section 18.4.2 and 18.4.3 every two years.

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1 18.5 Physical Examinations

2 18.5.1 The DEPARTMENT will provide the full cost of any physical examination required by the
3 DEPARTMENT. The DEPARTMENT retains the right to designate the physician conducting the
4 physical.

5 18.5.2 The verification of an employee's illness by a physician, if that is the form of verification presented by
6 the employee prior to the approval of any Sick Leave absence, is not a physical as described under
7 this section.

8 18.6 Compensation for Training

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

12 18.7 Equipment/Uniforms

13 The DEPARTMENT will provide to employees any equipment and uniforms required by the DEPARTMENT.
14 Said equipment and uniforms may not be used for other than DEPARTMENT business.

15 18.8 Overtime

16 18.8.1 Overtime is defined to include any time required to be worked in excess of eight (8) hours in any day
17 and in excess of forty (40) hours in any calendar week.

18 18.8.2 For employees working an average workday of less than four (4) hours during a work week, overtime
19 shall be any work performed on the seventh (7th) day following the commencement of his/her
20 workweek.

21 18.8.3 For employees working an average workday of four (4) hours or more, the workweek shall consist of
22 not more than five (5) consecutive workdays, and overtime shall be paid for any work required to be
23 performed on the sixth (6th) and seventh (7th) day following commencement of his/her workweek.

24 18.8.4 For employees working a workday of eight (8) hours, overtime shall be considered to be anything in
25 excess of eight (8) hours in any working day or anything over forty (40) hours in one (1) calendar week.

1 18.8.5 For the purpose of computing the number of hours worked, time during which an employee is excused
2 from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of
3 absence shall be considered as time worked by the employee.

4 18.8.6 Compensatory time shall be taken at a time mutually acceptable to the employee and the immediate
5 supervisor within the fiscal year of the date on which it was earned. If the compensatory time has not
6 been taken within the fiscal year in which it was earned, the DEPARTMENT shall pay the employee in
7 cash for all such time earned at the appropriate overtime rate based on the employee's rate of pay in
8 force when paid. The DEPARTMENT shall notify the employee at the time of assigning the overtime
9 what method of payment, cash or compensatory time off is appropriate.

10 18.8.7 Notwithstanding the provisions above, when the DEPARTMENT specifically finds that certain classes
11 are subject to fluctuation in daily working hours not susceptible to administrative control, overtime shall
12 be only those hours in excess of forty (40) hours in a calendar week.

13 18.8.8 Overtime hours, as defined in this section, shall be compensated at a rate of pay equal to one and one-
14 half (1 ½) times the regular rate of pay or compensatory time equal to one and one-half (1 ½) times the
15 regular rate, for all work authorized by the DEPARTMENT.

16 18.8.9 Reasonable rotation of qualified employees shall be attempted within the unit and classification when
17 assigning overtime. Employees shall not be excluded from an overtime assignment because of an
18 inability to work previous overtime assignments.

19 18.8.10 Whenever possible, overtime assignments shall be made not less than twenty-four (24) hours prior to
20 the period for which overtime is required.

21 18.8.11 When less than twenty-four (24) hours notice is given and no employee volunteers for an overtime
22 assignment, the supervisor shall assign the overtime by seniority, requiring the qualified employee with
23 the least seniority to accept the assignment. Subsequent overtime assignments under this paragraph
24 shall be rotated until all employees in the unit have received an overtime assignment.

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1 18.9 On Call

2 18.9.1 An employee assigned to on-call duty shall be compensated at one-quarter (1/4) of his/her basic hourly
3 rate for the entire period of assignment.

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

7 18.10 Call Back

8 18.10.1 When an employee returns to work because of a DEPARTMENT request made after the employee has
9 completed his/her normal work shift and left the work station or is called back to work on a day he/she
10 is not scheduled to work, the employee shall be credited with four (4) hours work plus any hours of
11 work in excess of four (4) hours in which the employee is continuously engaged in work for which
12 he/she was called back.

13 18.10.2 Call back shall be paid at one and one-half (1 ½) times the regular rate.

14 18.10.3 There shall not be any duplication or pyramiding of rates paid under this section.

15 18.10.4 An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work
16 performed during any consecutive four (4) hour period.

17 18.10.5 An employee credited with four (4) hours pursuant to this section may be assigned other work until the
18 guaranteed time has elapsed.

19 18.10.6 Employees called back shall be eligible for mileage reimbursement.

20 18.11 Holiday Pay

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

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1 18.12 Merit Increases

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

8 18.12.2 Two (2) step increases will be based on an assumption of at least standard performance and will be
9 denied only for reasonable cause based on substandard performance. A denial will be grievable under
10 Article 6, Grievance Procedure. Should an employee's merit increase eligibility date be overlooked, the
11 employee will receive a two (2) step increase effective on the date he/she would otherwise have been
12 eligible.

13 18.12.3 Nothing in this section shall preclude the granting of three (3) or four (4) step merit increases solely
14 within the discretion of the DEPARTMENT. Granting of merit increases in excess of two (2) steps will
15 not be subject to the Grievance Procedure.

16 18.12.4 A merit increase adjustment of two and one-half percent (2.5%) of the current annual base salary may
17 be approved for an employee who is at Step 12 of the salary schedule or otherwise ineligible for merit
18 increase. An employee is limited to one (1) such merit increase adjustment. The merit increase
19 adjustment will be based on an annual performance evaluation and must meet the criteria set forth in
20 the Memorandum of Understanding (MOU) in Addendum 5 and must have prior approval of the
21 Executive Director, Human Resources or designee. The merit increase adjustment will be made in a
22 single payment.

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1 18.13 Longevity Pay

2 18.13.1 An employee with eight (8) or more years of consecutive, regular service to the DEPARTMENT will
3 receive a longevity pay stipend. The stipend will be paid at the rate of two and one-quarter percent
4 (2.25%).

5 18.13.2 An employee with ten (10) or more years of consecutive, regular service to the DEPARTMENT will
6 receive a longevity pay stipend. The stipend will be paid at the rate of three and one-quarter percent
7 (3.25%).

8 18.13.3 An employee with twelve (12) or more years of consecutive, regular service to the DEPARTMENT will
9 receive a longevity pay stipend. The stipend will be paid at the rate of four and one-quarter percent
10 (4.25%).

11 18.13.4 An employee with fourteen (14) or more years of consecutive, regular service to the DEPARTMENT
12 will receive a longevity pay stipend. The stipend will be paid at the rate of five and one-quarter percent
13 (5.25%).

14 18.13.5 An employee with sixteen (16) or more years of consecutive, regular service to the DEPARTMENT will
15 receive a longevity pay stipend. The stipend will be paid at the rate of six and one-quarter percent
16 (6.25%).

17 18.13.6 An employee with eighteen (18) or more years of consecutive, regular service to the DEPARTMENT
18 will receive a longevity pay stipend. The stipend will be paid at the rate of seven and one-quarter
19 percent (7.25%).

20 18.13.7 An employee with twenty (20) or more years of consecutive, regular service to the DEPARTMENT will
21 receive a longevity pay stipend. The stipend will be paid at the rate of eight and one-quarter percent
22 (8.25%).

23 18.13.8 An employee with twenty-two (22) or more years of consecutive, regular service to the DEPARTMENT
24 will receive a longevity pay stipend. The stipend will be paid at the rate of nine and one-quarter
25 percent (9.25%).

1 18.13.9 An employee with twenty-four (24) or more years of consecutive, regular service to the DEPARTMENT
2 will receive a longevity pay stipend. The stipend will be paid at the rate of ten and one-quarter percent
3 (10.25%).

4 18.13.10 An employee with twenty-six (26) or more years of consecutive, regular service to the DEPARTMENT
5 will receive a longevity pay stipend. The stipend will be paid at the rate of eleven and one quarter
6 percent (11.25%).

7 18.13.11 An employee with twenty-eight (28) or more years of consecutive, regular service to the
8 DEPARTMENT will receive a longevity pay stipend. The stipend will be paid at the rate of twelve and
9 one-quarter percent (12.25%).

10 18.13.12 An employee with thirty (30) or more years of consecutive, regular service to the DEPARTMENT will
11 receive a longevity pay stipend. The stipend will be paid at the rate of thirteen and one-quarter percent
12 (13.25%).

13 18.13.13 Employees shall receive a stipend as outlined above for consecutive, regular service. For purposes
14 of this article, those employees laid off and then returned to service shall receive longevity pay based
15 on date of hire without consideration of the break in service due to the layoff.

16 18.14 Staff Development

17 18.14.1 One (1) day paid release time for the purpose of attending approved, job-related staff development
18 activities will be provided to each classified employee. Additional days may be approved by the
19 Cabinet-level administrator upon written request by the employee.

20 18.14.2 Staff development expenses may be approved by the DEPARTMENT.

21 18.14.3 Requests will be made in writing to the immediate supervisor, citing the date, location, and purpose.

22 18.14.4 A summary presentation will be made to the appropriate staff upon completion of the staff development
23 activity.

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1 18.15 Working Out of Class

2 18.15.1 When an employee is required to perform duties inconsistent with those assigned to the position for a
3 period of more than five (5) working days within any fifteen (15) working-day period, the employee's
4 salary shall be adjusted upward by five percent (5%) for the entire period he/she is required to work out
5 of the classification. When Human Resources determines that the employee is performing duties
6 significantly higher than the employee's current classification, the salary shall be adjusted upwards by
7 seven and one-half percent (7.5%).

8 18.15.2 The DEPARTMENT will meet the requirements of the Education Code regarding paraeducators
9 working out of classification. In situations where more than one employee is available to assume
10 responsibilities out of classification, the DEPARTMENT shall designate which employee will assume
11 the additional duties.

12 18.15.3 An employee temporarily assigned to perform the duties of a lower classification shall continue to
13 receive his or her regular rate of pay unless such assignment has occurred as a result of a
14 reclassification of the position.

15 18.16 Professional Growth Program

16 18.16.1 Professional Growth

17 18.16.1.1 Professional growth is the continuous purposeful engagement in study and related activities to
18 maintain and extend high standards of performance by classified employees.

19 18.16.1.2 Professional growth is taking place if the experience reflects the increased knowledge,
20 understanding, and skill in the employee's regular assignment or personal development.
21 Professional growth is limited to job-related course work, lectures, training programs,
22 conferences, and/or coursework that support an education-related career goal.

23 18.16.1.3 Professional growth activities must be on the employee's own time and not paid for by the
24 DEPARTMENT.

1 18.16.1.4 The employee must obtain prior approval from the DEPARTMENT for any activity that will be
2 submitted for professional growth. Employees shall submit a request for professional growth
3 on a DEPARTMENT-approved form to Human Resources. The DEPARTMENT retains the
4 right to determine if the activity is job-related. All documents must be submitted to Human
5 Resources no later than five (5) business days prior to the start of the professional growth
6 activity.

7 18.16.1.5 Disagreements over job-relatedness or eligibility may be referred to an appeals committee
8 composed of two (2) members designated by the DEPARTMENT and two (2) designated by
9 the ASSOCIATION.

10 18.16.2 Eligibility

11 18.16.2.1 A regular classified employee who has completed his/her initial probationary period is eligible
12 to enter the program.

13 18.16.2.2 Should an employee return from leave or be reinstated within thirty-nine (39) months to a
14 regular position, all points accumulated prior to such leave or termination shall be reinstated.

15 18.16.2.3 No credit will be given for any professional growth activities prior to the employee's regular
16 appointment into the classified service.

17 18.16.2.4 An employee must be in a paid status to receive any portion of the payment for professional
18 growth stipend. Payments will not be made for partial completion of credits if the employee
19 terminates prior to completion of all credits.

20 18.16.2.5 If the last evaluation due the employee was presented to the employee and is overall below
21 standard, the employee will be denied professional growth stipends for one year from the
22 evaluation due date or until a satisfactory evaluation is completed, whichever is sooner.
23 Professional growth points may be earned during this time. All stipends previously approved
24 will remain in effect.

25 18.16.3 Stipends

1 18.16.3.1 Stipends are defined as separate salary increases in recognition of the completion of
2 professional growth points. An employee earns a stipend for every five (5) professional
3 growth points.

4 18.16.3.2 Effective November 1, 2015, the employee shall receive a salary stipend that is equal to two
5 percent (2%) of the employee's salary at the time the stipend is earned for every five (5)
6 professional growth points. Existing professional growth points earned prior to November 1,
7 2015, will remain in effect. The stipend becomes a fixed dollar amount for the duration of the
8 stipend, which sunsets after five (5) years from the effective date. There is no cap to the
9 number of professional growth points earned in an employee's career but the stipends will be
10 applied only one (1) year at a time; in no event may an employee be paid more than five (5)
11 stipends at any given time except as described in 18.16.3.3.

12 18.16.3.3 Professional growth stipends earned as of October 31, 2015 will remain in effect as a fixed
13 dollar amount stipend for the duration of employment with the DEPARTMENT. Those
14 employees receiving professional growth stipends may combine stipends earned prior to
15 November 1, 2015, with those earned after November 1, 2015, provided he/she does not
16 exceed a combined maximum of eight (8) stipends. Employees earning nine (9) or ten (10)
17 stipends as of October 31, 2015 shall continue to receive those stipends. Professional growth
18 stipends earned after November 1, 2015, are subject to 18.16.3.2.

19 18.16.3.4 It is the responsibility of the employee to provide verification for points completed. This
20 verification must be submitted to the Executive Director, Human Resources to be recorded on
21 the permanent record of the employee by September 1 each year in order to receive the
22 salary stipend. Points turned in by September 1 will result in the salary stipend being applied
23 retroactively to July 1 of the same year.

24 18.16.3.5 The employee is limited to one (1) accumulative salary stipend per year.

25 18.16.4 Professional Growth Points – Course Work

1 18.16.4.1 Credit may be applied to professional growth by taking courses at universities, colleges,
2 community colleges, trade schools, or adult education.

3 18.16.4.2 Course credit will only be granted for the number of units that receive prior approval.

4 18.16.4.3 Course work must be completed with a grade "C" or better or "credit" or "pass." A transcript or
5 grade card from the school attended must be attached to the application for point credit.

6 18.16.4.4 One point will be given for each semester unit. Quarter units earned will be computed at two-
7 thirds (2/3) one (1) semester unit.

8 18.16.4.5 Classroom course work completed in a Regional Occupational Program (ROP) will earn one
9 (1) point for each seventy-five (75) hours of attendance. Community classroom work is not
10 eligible for consideration as Professional Growth.

11 18.16.4.6 Any credit requested related to a course that assesses prior learning or life experience is
12 subject to a separate application. Contact Human Resources to obtain the application.

13 18.16.5 Professional Growth Points – Lectures, Training Programs, Conferences, and Continuing Education

14 18.16.5.1 An employee may earn credit by attending training programs or brief courses scheduled by
15 organizations or institutions to present and discuss information which would be related to
16 occupation and self-improvement.

17 18.16.5.2 Points may be earned in these training programs as follows: One (1) point for each fifteen
18 (15) hours of attendance.

19 18.16.5.3 Verification shall consist of proof of attendance and a fee statement, program of activities, or
20 registration receipt and shall be presented to the Executive Director, Human Resources or
21 his/her designee.

22 18.16.6 Responsibility of Individual Classified Employee

23 18.16.6.1 An employee may enter the program at any time.

24 18.16.6.2 In order to qualify for any professional growth monetary compensation, it shall be the
25 responsibility of the individual classified employee to:

1 18.16.6.2.1 Obtain prior approval from the DEPARTMENT.

2 18.16.6.2.2 Maintain a "records envelope" of the employee's professional growth file for grade cards,
3 transcripts, or other acceptable certification of completion of course work, lectures, training
4 programs, or conferences.

5 18.16.6.2.3 Submit verification of completion of activities to the Executive Director, Human Resources
6 or his/her designee as soon as possible.

7 18.17 Long Term Disability

8 18.17.1 The DEPARTMENT will provide a long-term disability plan. Cost for the plan shall not exceed twenty-
9 six cents (\$.26) per one hundred dollars (\$100.00). Continuation of this benefit beyond the term of this
10 AGREEMENT shall be as a result of subsequent negotiations between the parties pursuant to Article
11 22 of the AGREEMENT.

12 ////

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
4 changes in said DEPARTMENT contribution shall be as a result of subsequent negotiations between the
5 parties pursuant to Article 22 of the AGREEMENT.

6 HMO Plans

7 SE 5¼-Hour Paraeducators*	\$ 826.57	per month
Single Employee	\$ 826.57	per month
Two Party	\$1,678.91	per month
Family	\$2,396.79	per month

8 *See article 19.7.2

9 PPO Plan

10 Single Employee	\$1,223.30	per month
Two Party	\$2,387.58	per month
Family	\$3,587.64	per month

11
12 19.2 Employees covered by this AGREEMENT who work an average of six (6) hours or more per day, five (5)
13 days per week will be entitled to full benefits under this section.

14 19.3 Employees covered by this AGREEMENT who work an average of at least four (4) hours but less than six
15 (6) hours per day, five (5) days per week will have a prorated cost of the benefits paid by the DEPARTMENT
16 in the ratio of the hours worked per day to six (6) hours. The employee must pay the cost of the premiums
17 not paid by the DEPARTMENT in order to be covered by benefits under this section.

18 19.4 Notwithstanding Sections 19.2 and 19.3 above, employees in the bargaining unit assigned to a work
19 schedule of less than one hundred fifty (150) days in the school year will have a prorated cost of the benefits
20 paid by the DEPARTMENT in a ratio of the number of days worked to one hundred eighty (180) days. The
21 employee must pay the cost of the premium not paid by the DEPARTMENT in order to be covered by
22 benefits under this section.

23 19.5 Eligibility

24 19.5.1 Employees must be in a pay status to be eligible for benefits under this article.

1 19.5.2 Employees who are otherwise eligible and are on a Personal Leave authorized by Article 9, Section 9.9
2 remain in the group plan for benefits under this article, provided the employee assumes the premium
3 costs. The DEPARTMENT will pay any premium costs as mandated by the Family and Medical Leave
4 Act (P.L.103-3).

5 19.5.3 Notwithstanding Section 19.5.1, employees who are otherwise eligible and are on a Personal Leave of
6 less than fifteen (15) days authorized by Article 9, Section 9.9 will be considered to be in a pay status
7 and eligible for benefits under this article.

8 19.6 Employees who retire shall be able to remain in the DEPARTMENT'S group medical plan, provided the
9 retiree submits the appropriate payments monthly. The DEPARTMENT will offer retirees a split rate. The
10 DEPARTMENT retains the right to implement experience rated premiums at its discretion.

11 19.7 The following health and welfare benefit provisions shall apply to the classifications of Paraeducator –
12 Special Education, Paraeducator – Oral Deaf and Hard of Hearing (DHH), and Paraeducator – SELPA in
13 Special Centers and Classes.

14 19.7.1 Employer paid health and welfare benefits will be provided to unit members working six (6) hours per
15 day or more in the classifications of Paraeducator – Special Education, Oral DHH, SELPA. Not less
16 than fifty percent (50%) of the Paraeducator – Special Education, Oral DHH, SELPA combined total
17 staff shall be assigned to said six (6) hour assignments.

18 19.7.2 Paraeducator – Special Education, Oral DHH, SELPA employees working at least four (4) but less than
19 six (6) hours per day, as provided for herein, will be provided the HMO health, dental, and vision
20 insurance plan offered by the DEPARTMENT. Coverage is for the employee only.

21 19.7.2.1 Paraeducator – Special Education, Oral DHH, SELPA employees working five and three-
22 quarter (5 ¾) hours per day, as provided for herein, will be provided the HMO health, dental,
23 and vision insurance plan at the employer's expense.

24 19.7.2.2 Paraeducator – Special Education, Oral DHH, SELPA employees who work an average of at
25 least four (4) hours, but less than five and three-quarter (5 ¾) hours per day, five (5) days per

1 week, will have a prorated cost of the HMO health, dental, and vision insurance plan offered
2 by the DEPARTMENT in the ratio of the hours worked per day to six (6) hours. The employee
3 must pay the cost of the premiums not paid by the DEPARTMENT in order to be covered by
4 the health insurance plan under this section.

5 19.7.2.3 No other health and welfare benefits except the HMO health, dental, and vision coverage will
6 be available to the said Paraeducator – Special Education, Oral DHH, and SELPA employees.
7 Paraeducator – Special Education, Oral DHH, and SELPA employees can add eligible family
8 members at employee expense. The premiums must be payroll deducted.

9 ////

1 ARTICLE 20 – COMPENSATION PLAN

2 20.1 Salary schedule tables in Appendixes A, B, C, D and E, of the 2021-2022 Agreement reflect a 3.5% increase
3 effective July 1, 2021.

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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
10 applicable provision of the AGREEMENT.

11 *////*

1 ARTICLE 22 - DURATION

2 22.1 This is an AGREEMENT made and entered into this 13th day of October, 2021 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
5 that this collective bargaining AGREEMENT has a term of July 1, 2019 to June 30, 2022.

6
7  11/29/21

8 For ASSOCIATION – CSEA Chapter 468

6
7 

8 For DEPARTMENT – Orange County Department of Education

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ORANGE COUNTY DEPARTMENT OF EDUCATION
CLASSIFIED SALARY SCHEDULE
2021-2022

CSEA Chapter 468: Classified Employees

<u>Class Code</u>	<u>Classification</u>	<u>Range</u>
4053	Academic Support Assistant	40
5096	Accounting Specialist	43
5070	Accounting Technician	36
5071	Administrative Assistant I	35
5072	Administrative Assistant II	38
5073	Administrative Assistant III	40
3041	Administrative Technician	43
3043	Apportionment Technician	43
5074	Assessment Coordination Technician	41
4034	Assistive Technology Specialist	48
4056	Behavior Intervention Specialist	45
4040	Brailist	See SPHCA Salary Schedule
3070	Buyer	43
4031	Certified Occupation Therapy Assistant	See SLPA Salary Schedule
4052	Community Resource Specialist	49
3100	Credentials Technician	41
6060	Culinary Chef	35
6048	Culinary Services Worker	31
6049	Delivery Driver/Warehouse Worker	34
4041	Educational Interpreter for the Deaf	45
3118	Educational Technology User Support Assistant	44
5075	Executive Assistant	44
6050	Facilities Maintenance Technician	41
5076	Facilities Operations Technician	40
6051	Facilities Services Assistant I	34
6052	Facilities Services Assistant II	36
4054	Family Community Liaison	44
5102	Family Services Technician	40
3101	Human Resources Employment Specialist	47
3102	Human Resources Records Specialist	45
3098	Human Resource Technician	40
3103	IT User Support Technician	47
6053	Lead Culinary Services Worker	37
3104	Lead Producer, Media Production Services	51
5077	Learning Resource Technician	40
5078	Library Technician	36
4036	Licensed Vocational Nurse	See SLPA Salary Schedule
3105	Network Specialist	49
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
4035	Paraeducator - SELPA	See Para Salary Schedule
4004	Paraeducator - Special Education	See Para Salary Schedule
4049	Paraeducator - Transition Behavior	See SPHCA Salary Schedule
3049	Payroll Services Specialist	46
3117	Principal Payroll Specialist	50



ORANGE COUNTY DEPARTMENT OF EDUCATION
CLASSIFIED SALARY SCHEDULE
2021-2022

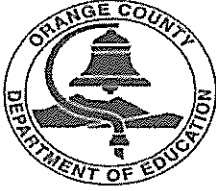
CSEA Chapter 468: Classified Employees

<u>Class Code</u>	<u>Classification</u>	<u>Range</u>
3106	Producer - Media Production Services	46
3045	Program Data Technician	42
4044	Program Naturalist - Inside the Outdoors	35
4051	Program Support Assistant - Foster Youth Services	40
4033	Program Support Assistant - Safe Schools	40
4045	Program Support Specialist I - ITO	40
4046	Program Support Specialist II - ITO	42
5010	Project Accountant	45
5103	Provider Support Technician	38
5079	Publications Support Specialist	40
6056	Reprographics Technician	41
3107	Retirement Specialist	48
3051	Risk Management Technician	40
5080	School Administrative Assistant II	38
5081	School Administrative Assistant III	40
5095	Senior Accounting Technician	40
5082	Senior Administrative Assistant	42
3120	Senior Human Resources Technician	42
3108	Senior Payroll Technician	43
3109	Senior Producer, Media Production Services	49
5052	Senior Program Data Technician	45
4027	Senior Program Naturalist - ITO	41
5067	Senior Project Accountant	48
3110	Senior Retirement Technician	43
5083	Senior School Administrative Assistant	44
5105	Senior Student Records Technician	42
4055	Senior Transition Specialist	49
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
5084	Student Records Technician	40
3084	Telecommunications Assistant	47
3085	Telecommunications Specialist	49
5100	Testing Specialist	37
4032	Transition Specialist	47
3119	Truancy and Recovery Technician	40
5085	Unemployment Insurance Claims Specialist	46

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%

Longevity Stipends continued



**ORANGE COUNTY DEPARTMENT OF EDUCATION
CLASSIFIED SALARY SCHEDULE
2021-2022**

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, 2021

Revised Date: November 1, 2021

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SALARY SCHEDULES FOR HSUB, ITO, PARAEDUCATOR & OTHERS

PROCESSED ON: 11/02/2021

EFFECTIVE DATE: 07/01/2021

HR_SLRYTBLE_2_094

ENTITY: OCDE

PAGE: Page 4 of 6

Schedule: INAS PARAEDUCATOR

Range: NA NOT APPLICABLE

Step	Amount	Step Description	AXP
01	22.834	STEP 1	H
02	23.378	STEP 2	H
03	23.977	STEP 3	H
04	24.553	STEP 4	H
05	25.160	STEP 5	H
06	25.832	STEP 6	H
07	26.454	STEP 7	H
08	27.087	STEP 8	H
09	27.802	STEP 9	H
10	28.474	STEP 10	H
11	29.188	STEP 11	H
12	29.940	STEP 12 *	H
13	30.668	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

REVISED DATE: 11/01/2021

SALARY SCHEDULES FOR HSUB, ITO, PARAEDUCATOR & OTHERS

PROCESSED ON: 11/02/2021

EFFECTIVE DATE: 07/01/2021

HR_SLRYTBLE_2_094

ENTITY: OCDE

PAGE: Page 3 of 6

Schedule: IADH SPEC PHYS HLTH PARA I/PARA DHH

Range: NA NOT APPLICABLE

Step	Amount	Step Description	AXP
01	23.356	STEP 1	H
02	23.956	STEP 2	H
03	24.578	STEP 3	H
04	25.140	STEP 4	H
05	25.812	STEP 5	H
06	26.454	STEP 6	H
07	27.087	STEP 7	H
08	27.802	STEP 8	H
09	28.456	STEP 9	H
10	29.188	STEP 10	H
11	29.915	STEP 11	H
12	30.650	STEP 12 *	H
13	31.452	STEP 13 **	H

Includes: 4047 - Specialized Physical Health Care Assistant
4002 - Paraeducator - DHH Total Communication
4042 - Paraeducator - DHH Early Intervention
4049 - Paraeducator - Transition Behavior
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: 11/01/2021

SALARY SCHEDULES FOR HSUB, ITO, PARAEDUCATOR & OTHERS

PROCESSED ON: 11/02/2021

EFFECTIVE DATE: 07/01/2021

HR_SLRYTBLE_2_094

ENTITY: OCDE

PAGE: Page 6 of 6

Schedule: SPOT SPEECH PATH/OCC THERAPY ASST

Range: NA NOT APPLICABLE

Step	Amount	Step Description	AXP
01	27.126	STEP 1	H
02	27.768	STEP 2	H
03	28.486	STEP 3	H
04	29.186	STEP 4	H
05	29.890	STEP 5	H
06	30.683	STEP 6	H
07	31.443	STEP 7	H
08	32.220	STEP 8	H
09	33.028	STEP 9	H
10	33.862	STEP 10	H
11	34.715	STEP 11	H
12	35.579	STEP 12 *	H
13	36.477	STEP 13 **	H

Includes: 4036 - Licensed Vocational Nurse
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

REVISED DATE: 11/01/2021

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 11/5/19
 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

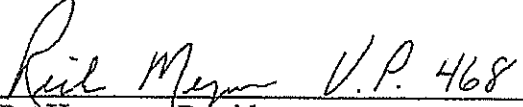
At a site with a declining enrollment, the employee with the least seniority will be reassigned to another site with a vacant position.

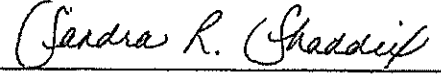
2. Reassignment will be determined by:

- 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

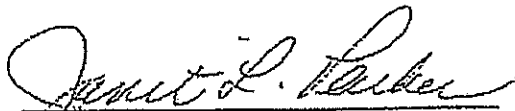
REEMPLOYMENT


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 Hall 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

Gandy 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 Bondy 7/12/13
CSEA

Gary 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.

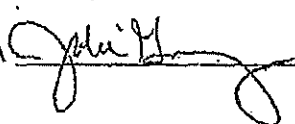
During work site closures, employees may use the following time to offset the financial impact of these closures:

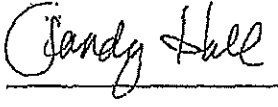
- *Vacation
- *Compensatory time
- *Personal business
- *Floating holiday

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  9/6/13
Date

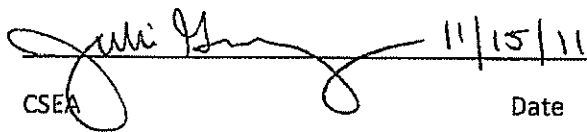
OCDE  9.6.13
Date

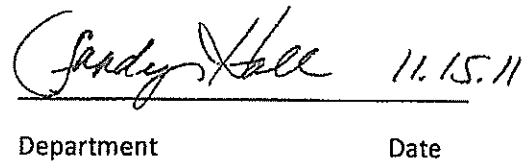
Labor Rep (CSEA) _____
Date

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.

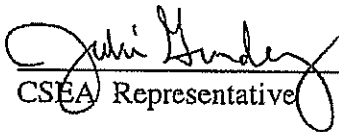
 11/15/11
CSEA Date

 11.15.11
Department 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 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

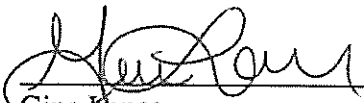
**MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGE COUNTY DEPARTMENT OF EDUCATION (the Department)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS OCDE CHAPTER 468**

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.

- 8. Provisions for Shift Differential are not applicable. (Article 18.3)
- 9. Provisions for On Call and Call Back are not applicable. (Article 18.9 and 18.10)
When an Academic Support Assistant shows up and is not needed for their assigned shift and is sent away, he/she shall receive one (1) hour of pay. If he/she is recalled to work within one hour of the shift start time, then he/she will be paid from the beginning of the originally scheduled shift. In instances where an Academic Support Assistant is recalled to work more than one hour after being sent away, then he/she will be paid for the actual time worked in addition to the one hour of show up time.
- 10. Provisions for Professional Growth do not apply. (Article 18.16)

 9/22/21
Alan Kaun Date
President, CSEA Chapter 468

 9/22/21
Gina Lance Date
Executive Director, Human Resources

 9/22/21
Tamara Konate Date
CSEA Labor Relations Representative

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

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

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

 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
September 17, 2019

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Orange County Department of Education (hereinafter, "DEPARTMENT") and the California School Employees Association and its OCDE Chapter 468 (hereinafter, "ASSOCIATION").

All employees who are eligible to receive the 2.5% bilingual stipend as identified in Article 18.4 (hereinafter referred to as "Tier 1") may be eligible to receive additional compensation for performing advanced interpretation services, (hereinafter referred to as "Tier 2").

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

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

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

This MOU shall become effective upon the ratification of the AGREEMENT for the contract year 2019-2020 and shall remain effective through the term of said AGREEMENT unless mutually agreed otherwise by DEPARTMENT and ASSOCIATION.

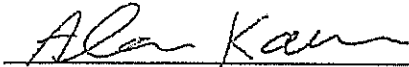
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 CSEA Labor Relations Representative

9/17/19

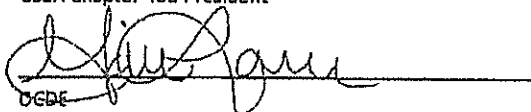
 Date



 CSEA Chapter 468 President

9/17/19

 Date



 OCDE

9/17/19

 Date