

**Orange County**  
**Department of Education**

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**Guidelines**

**SUPERVISORY/CONFIDENTIAL EMPLOYEE**

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**Effective Date: October 1, 2022**



**Orange County Department of Education**  
**SUPERVISORY AND CONFIDENTIAL GUIDELINES**

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## **I. DEFINITIONS**

- A. Confidential Employee: An employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.
- B. Supervisory Employee: An employee in a position with responsibilities as defined in Section 3540.1(m) of the California Government Code.

## **II. EMPLOYMENT**

- A. Employees will serve an initial probationary period of six (6) months or 130 days of paid service, whichever is longer. Time spent on paid or unpaid leave, exclusive of paid holidays, is not credited toward completion of the probationary period.
- B. An employee who receives a promotion as a result of a reclassification in the same position will not serve an additional probationary period beyond initial probation.
- C. An employee with permanent status who is promoted to a higher classification will serve a promotional probationary period of six (6) months or 130 days of paid service, whichever is longer. Such employee may be involuntarily demoted during the probationary period to the employee's former class. The employee shall be informed in writing of the reasons for the demotion.
- D. An employee subject to initial probation who is promoted to a higher class will be deemed to have satisfactorily completed initial probation effective the date of the promotion. An employee with permanent status who is promoted to a higher classification may voluntarily demote to his/her former class with prior Departmental approval. An employee with permanent status, to be eligible to return to a previous position in accordance with Paragraph C, must have prior permanent status in that classification.
- E. An employee may be terminated during the initial probationary period for failing to meet the expectations of the job. Termination during the initial probationary period does not require that the provisions of Section XXV, Dismissal (Permanent Employees), be met. Section XXV is applicable only to employees who have completed the initial probationary period.

## **III. WORKING HOURS**

- A. Employees in the Department are required to work such hours as directed by the County Superintendent of Schools or designee. It is recognized that normally employees will be at work during the regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
- B. Employees will receive a one (1) hour, unpaid lunch break. Full time employees will also receive two (2) fifteen minute paid rest periods each day. Employees are not to leave the work site during a rest period.

## **IV. HOLIDAYS**

- A. Holidays for employees will be observed in accordance with the appropriate program/site calendar.

- B. Employees receive pay for a holiday provided the holiday occurs during the employee's scheduled work year. The employee must be in a pay status on his/her last scheduled working day before or his/her first scheduled working day after a holiday in order to receive pay for that holiday.
- C. Employees will receive one (1) Floating Holiday each fiscal year (July 1 - June 30). The holiday must be taken during the fiscal year and cannot be carried over to a subsequent year. The Floating Holiday cannot be used by an employee until the initial probationary period has been completed.

## **V. BENEFITS**

- A. The Department shall provide a contribution toward the cost of the current medical, dental, vision and life insurance plans for employees and eligible dependents not to exceed the maximums listed below. Said contribution will apply to the period October 1, 2022 to September 30, 2023.

| <b>PLAN</b>         | <b>OCDE Maximum Contribution</b> |
|---------------------|----------------------------------|
| <b>Trio ACO HMO</b> |                                  |
| Employee Only       | \$694.07                         |
| Two Party           | \$1,404.00                       |
| Family              | \$2,003.32                       |
| <b>Access+ HMO</b>  |                                  |
| Employee Only       | \$886.98                         |
| Two Party           | \$1,809.12                       |
| Family              | \$2,582.05                       |
| <b>PPO</b>          |                                  |
| Employee Only       | \$1,348.28                       |
| Two Party           | \$2,637.63                       |
| Family              | \$3,964.87                       |

- B. Supervisory and Confidential employees who work 30 hours or more per week are eligible for the maximum Department contribution for health benefits. Employees working between 20 and 30 hours per week are eligible for the benefits contribution provided the employee contributes to the premiums on a prorated basis. Specific information concerning the benefits is available from the Human Resources, Benefits office.
- C. Employees on personal leave may remain in the group plan for medical, dental and vision insurance provided they assume the full premium cost.
- D. Employees who qualify for STRS, PERS and OCERS and retire may remain in the group plan for medical insurance provided they assume the cost of all premiums. The Department retains the right to implement experience-rated premiums at its discretion.

## **VI. PERFORMANCE EVALUATIONS**

- A. Human Resources will notify supervisors of performance evaluations due two (2) months prior to the due date. An evaluation will be completed by the supervisor at the completion of the employee's initial probationary period and annually thereafter. Permanent employees at the maximum step may be evaluated at two-year intervals. Supervisory and Confidential employees also participate in the Assessment and Growth Plan process with their supervisors to set goals and development plans for the identified period. The processes should in part provide for:
  - i. Discussions to reach understanding of duties, responsibilities and objectives.
  - ii. Review of progress and performance to date and, as appropriate, planning for more effective performance.
  - iii. The opportunity for each employee to ask questions about his/her work assignment and to review his/her interest in upgrading present skills and in future development.
  - iv. Written review documents sufficiently specific to inform and guide the employee and to provide direction for personnel decisions.
  - v. The rating and appraisal of the services rendered by the employee.

## **VII. STEP PLACEMENT AND MERIT INCREASES**

- A. Step placement upon initial employment will be at the recruiting step for the classification. The recruiting step is normally Step 1 of the salary schedule unless otherwise indicated. An employee may receive step placement above the recruiting step upon advance approval of the Senior Executive Director, Human Resources or designee.
- B. Merit increases of two (2) steps within a salary range will be granted to eligible employees as the completion of the initial probation period and annually thereafter. A new employee successfully completing initial probation may not receive a merit increase of more than two (2) steps upon completion of the initial probation period.
- C. Annual two (2) step increases will be based on an assumption of at least standard performance and will be denied only for reasonable cause based on substandard performance. Granting of three (3) or four (4) step merit increases is at the discretion of the supervisor and must be approved in advance by the Senior Executive Director, Human Resources or designee.

## **VIII. ONE-TIME MERIT INCREASE**

- A. A merit increase adjustment of two and one-half percent (2.5%) of the current annual base salary may be approved for an employee who is performing exceptionally but is at Step 12 of the salary schedule or otherwise ineligible for merit increase.
- B. An employee is limited to one such merit increase adjustment. The merit increase adjustment will be based on an annual performance evaluation and the evaluation must specifically support that the employee meets the following criteria:
  - i. Productivity and quality of work is exceptional as evidenced by examples provided by supervisor.
  - ii. Job knowledge and skills are highly valuable.
  - iii. Employee has an excellent attendance record.
  - iv. Demonstrates significant skill to get along well with other staff members and contribute to a positive work environment.

- v. Shows loyalty to the organization. Employee dedicates his/her work hours to support the values and mission of OCDE in general, as well as the objectives of the assigned unit.
- C. A one-time merit increase adjustment must have approval of the Senior Executive Director, Human Resources or designee prior to presenting to employee or submitting request for payment. The merit increase adjustment will be made in a single payment.

## IX. VACATION LEAVE

- A. All permanent employees working five (5) days a week shall, at the completion of six (6) months initial service, receive five (5) days of vacation. An eligible employee must be in a pay status for more than one-half of his/her working days in each calendar month to earn credit for a calendar month's service. Credit is earned on a monthly basis and may be used once time is accrued. Vacation entitlement for full-time employees shall be as follows:

| <b>Years of Service</b> | <b>10 Months</b> | <b>11 Months</b> | <b>12 Months</b> | <b>Monthly Accrual Rate</b> |
|-------------------------|------------------|------------------|------------------|-----------------------------|
| 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                       |
| 25 or more              | 20 days          | 22 days          | 24 days          | 2 days                      |

- B. The same procedure shall be applied to an employee in a part-time, regular position on a prorated basis.
- C. The maximum allowable vacation accrual for a full-time employee shall be three hundred twenty (320) hours or a prorated amount equal to eight (8) weeks of vacation for part-time employees. When the maximum allowable vacation accrual is reached, the employer may elect to assign the excess vacation hours or have the excess vacation paid off.

## X. PERSONAL BUSINESS LEAVE

- A. Leave for three (3) days each year may be granted for the conduct of personal business when prior arrangements have been made with and approval obtained from the immediate supervisor. This leave is not accumulative and shall be deducted from accumulated sick leave.
- B. Personal Business days will be deducted from Personal Necessity Leave.
- C. Additional Personal Business days may be earned at the rate of one (1) personal business day for each ten (10) days of accumulated sick leave as of June 30 each year, not to exceed a total of four (4) additional days. This leave is not to be accumulative. Usage of leave under this section shall be reviewed annually by the Department to evaluate continued implementation.

## **XI. PERSONAL NECESSITY LEAVE**

- A. Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.
- B. Employees shall submit a request for Personal Necessity Leave on a Department-approved form to the immediate supervisor normally not less than five (5) working days prior to the beginning date of the leave. Prior approval for Personal Necessity Leave is not required for the following reasons:
  - i. Death or serious illness of a member of the employee's immediate family.
  - ii. Accident, involving the employee's person or property or the person or property of the employee's immediate family.
- C. An employee may use not more than seven (7) days per year of accumulated sick leave for purposes of approved Personal Necessity Leave. Personal Necessity Leave shall not be granted for: political activities or demonstrating; vacation, recreation or social activities; civic or organization activities; routine personal activities; occupational investigation; or religion.
- D. Immediately upon return to active service, the employee shall complete the Department absence form and submit it to the immediate supervisor.
- E. The employee shall provide, upon Department request, additional verification of the use of these leave provisions.

## **XII. SICK LEAVE**

- A. Full-time employees will earn twelve (12) days sick leave per year. The leave is to be used for absences caused by illness or injury. Part-time employees will earn sick leave in the ratio their employment bears to full-time service. Sick leave may be accumulated year to year without limitation.
- B. Employees may be required to present a physician's statement prior to charging time off to sick leave. The Department reserves the right to require the employee to have an illness or injury verified by a physician designated by the Department prior to authorizing time off charged to sick leave.
- C. When an employee has used all of his/her accumulated sick leave, said employee shall then be entitled to 100 days of differential pay.
- D. If the employee has over ten (10) years of service and no substitute employee is hired, the employee will receive his/her regular hourly salary rate. If a substitute is hired, the employee will receive 50% of his/her regular hourly salary rate.
- E. If the employee has less than ten (10) years of service, the employee will receive 50% of his/her regular hourly salary rate.
- F. Differential pay shall be available only after all sick leave entitlements have been exhausted.
- G. Employees may use up to three (3) days of earned sick leave each school year for paternity or adoption reasons.
- H. Employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

- i. Employees are eligible for paid parental leave if they have worked with OCDE for 1 year.
- ii. Employees may use up to 12 weeks of paid parental leave within one year from the day of the baby's birth.
- iii. Leave can be taken in one block of time or intermittently
- iv. Intermittent leave must be taken a minimum duration of two weeks at a time; however, on two occasions, it can be less than two weeks duration.
- v. Employees must first use their sick leave; once exhausted, they will be paid 50% of their salary for the remainder of the 12 weeks.

I. As specified in these guidelines, there are additional leaves that are deducted from accumulated sick leave.

J. Employees shall not accept other employment when receiving sick leave unless such employment is outside their regularly scheduled work day.

### **XIII. CARE OF A FAMILY MEMBER**

- A. Employees are entitled to use up to six (6) days of accrued sick leave during a calendar year to attend to an illness of a designated person.
- B. If an employee has twelve (12) days of accumulated sick leave as of January 1, one (1) additional Family Care Leave day of the employee's accrued sick leave can be used that calendar year. This leave is not to be accumulative.
- C. An employee who has exhausted their vacation and other eligible leave may use up to an additional 20 days of their sick leave per calendar year to care for a family member who has a verified serious health condition, illness, or injury, provided they have a minimum sick leave balance of 12 days after using the days. An employee exercising this leave of absence shall notify Human Resources and the immediate supervisor of their need to be absent from service as soon as known, but in no event, not later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.
- D. Employees shall submit a completed Absence Request form to the immediate supervisor normally within three (3) working days prior to the leave.
- E. Provisions of this section shall remain in effect as long as Section 233 or the Labor Code is applicable to school employers.

### **XIV. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (Worker's Compensation)**

- A. Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.
- B. An employee who has sustained a job-related injury shall report the injury within one (1) working day of occurrence, whenever possible. The injury will be reported on the appropriate Department form to the Risk Management unit. In order to qualify for Industrial Accident or Illness Leave coverage, an employee claiming such leave may be examined by a physician approved by the Department.
- C. Allowable leave shall be for no more than sixty (60) days during which an employee would otherwise have been performing work for the Department in any one fiscal year for the same illness or accident. When the leave overlaps into the next fiscal year, the employee shall be

entitled to only the amount of unused leave due for the same illness or injury. The leave shall commence on the first day of absence and shall not be accumulated from year to year.

- D. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- E. Upon conclusion of an industrial paid leave, if an employee is still not returned to work, the employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.
- F. An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from a physician certifying the employee's ability to return to his/her position classification. An employee may be returned to modified duty provided a position is available within the employee's limitations and return to work would not be detrimental to the employee's physical and emotional well-being. The Department reserves the right to have the employee seen by a Department physician in those instances where the treating physician is the employee's physician of choice. In the event that there is a disagreement between the physicians over whether the employee is able to return to work, the Department retains the final decision as to the employee's status.
- G. An employee who is eligible for re-employment and has been medically released for return to his/her duties, but fails to accept an appropriate assignment, shall be terminated.
- H. When all available leaves have been exhausted and the employee is medically unable to work, he/she may request a Personal Leave. Any Personal Leave under this provision shall be at the discretion of the Superintendent; or the employee may elect to resign and be placed on a re-employment list for a period of thirty-nine (39) months. If an employee on a re-employment list becomes medically able to assume the duties of his/her former classification during the thirty-nine (39) month period, the employee shall be re-employed in the first vacant position in seniority order within the classification of his/her previous assignment.
- I. An employee must notify the Department when receiving compensation from any other employment while on Industrial Accident and Illness Leave

## **XV. PREGNANCY LEAVE**

- A. Absence caused by disability due to pregnancy, childbirth, or recovery therefrom, shall be charged to Sick and Differential Sick Leave. Personal Leave may be granted upon request.
- B. To support the interactive process and help the Department ensure a safe working environment, the employee shall furnish Human Resources with a statement from her physician giving the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment with or without accommodation. Completion and submission of this form shall be provided as soon as practical and reasonable.
- C. An employee who has been employed for one year or more may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks in accordance with Section XII, H. Parental leave is leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

## **XVI. BEREAVEMENT LEAVE**

- A. The purpose of bereavement leave utilization shall be for the death of a member of the employee's family. Members of the employee's family includes mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, uncle or aunt of the employee or of the spouse of the employee, or spouse of the employee's sibling, or any relative living in the immediate household of the employee.
- B. Employees shall be granted necessary leave of absence, not to exceed three (3) days on account of the death of any member of his/her family as explained in the paragraph above. Additional bereavement leave for extreme circumstances may be requested for approval by the Senior Executive Director, Human Resources or designee.
- C. Employees may use up to a maximum of three (3) days total per year of Bereavement Leave for other family members not identified in XVI.A. No additional Bereavement Leave for travel or extreme circumstances will be granted for these instances.
- D. If travel in excess of three hundred (300) miles, one-way, or out of state is required, two (2) additional days shall be allowed.
- E. Employees exercising this leave of absence provision shall notify their immediate supervisor as soon as possible and state the expected duration of their absence.
- F. All days of absence used under the provision of bereavement leave shall result in no loss of compensation to the employee.
- G. Immediately upon return to active service, an employee shall complete the appropriate absence form and submit it to his/her immediate supervisor.

## **XVII. JUDICIAL LEAVE**

- A. Judicial and official appearance leave may be granted for purpose of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about by or through the conduct of the employee.
- B. The employee seeking an official Judicial Leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor. Such a request shall be submitted not less than ten (10) days prior to the beginning of the date of the leave.
- C. An employee may be granted a Judicial Leave of Absence not to exceed the duration or the requirement of the official order for participation and appearance. Proof of service shall be provided at the conclusion of the use of this leave provision.

## **XVIII. PERSONAL LEAVE**

- A. Employees may request a Personal Leave without pay at any time. Personal Leaves of five (5) working days or less are approved or denied by the immediate supervisor. Personal Leaves in excess of five (5) working days, but not more than fifteen (15) working days, are approved or denied by the Cabinet representative.
- B. A Personal Leave in excess of fifteen (15) days must have the approval or denial of the Superintendent or designee. Leave requests will be submitted on the Department form at

least fifteen (15) days prior to the commencement of the leave. Leave requests must be reviewed by the Cabinet representative prior to consideration by the Superintendent.

- C. An employee who has exhausted all paid leave due to a non-industrial medical or physical disability and continues to be disabled, as verified by a physician, may request to be placed on a Personal Leave for six (6) months. Approval is at the discretion of the Superintendent.
- D. Human Resources will receive a copy of all requests for the Personal Leave.

## **XIX. TRANSFER**

- A. A transfer is a voluntary lateral change to another position in the same classification or salary range.
- B. Employees interested in transferring should make a request for a transfer in writing to Human Resources via their Cabinet representative. The request should identify the position desired and the reasons for requesting the transfer.

## **XX. REASSIGNMENT**

- A. A reassignment is a change in an employee's assignment to another position in the same classification or salary range initiated by the Department.
- B. The employee will be notified in writing of the reasons for the reassignment no less than thirty (30) days prior to the effective date.
- C. No reassignment will be accomplished without the prior approval of the Superintendent or designee.

## **XXI. PROMOTION**

- A. A promotion occurs when an employee is placed in a salary classification which has a higher maximum step on the salary schedule than that previously occupied.
- B. No employee will be promoted to a vacant position without benefit of a regular recruitment which has been conducted in accordance with Departmental procedures unless a recruitment waiver is authorized by the Superintendent or designee.
- C. Upon promotion an employee will receive the recruiting step of the new classification or a two-step (5%) increase within the assigned range, whichever is greater.

## **XXII. DEMOTION (Unsatisfactory Performance)**

- A. The demotion of an employee may be enforced when performance deficiencies or the inability to perform the assignment duties exist. A demotion has occurred when an employee has been reduced to a new salary schedule which has a lower maximum range than that previously occupied.
- B. No employee will be demoted without prior written notification. The employee will be notified at least thirty (30) days prior to the effective date that it is the Department's intent to demote him/her. Written notification to the employee shall include the following:

- i. The reasons for the proposed demotion.
- ii. Copies of any materials upon which the demotion is based.
- iii. The date upon which the proposed demotion will take effect.
- iv. The classification to which it is proposed the employee is demoted.
- v. The name of the person to whom the employee may respond to discuss the proposed demotion.
- vi. That the employee has the right to explain, deny, etc. the reasons for the proposed demotion.

C. A demotion may be imposed by Cabinet level administrators or above. The demotion of an employee must be discussed with Human Resources and be approved by the Superintendent or designee prior to the notification of the intent to demote the employee.

D. When an employee is demoted, the employee will be placed on the corresponding step of the salary range for the new classification.

E. Copies of all materials, letters, etc. relating to the demotion will be filed in Human Resources.

F. The demotion procedures shall not apply to a situation when the Superintendent has determined that a general salary reduction for all employees is necessary due to fiscal constraints upon the Department.

### **XXIII. VOLUNTARY DEMOTION**

A. An employee may request a voluntary demotion. Such a request will be made to the Superintendent through the appropriate Cabinet representative. If approved, the employee's assignment and salary will be determined by the Superintendent.

### **XXIV. SUSPENSION**

A. In connection with work-related problems including, but not limited to, performance deficiencies, abuse of leave, insubordination, or violation of codes or regulations, an employee may be suspended without pay.

B. No employee will be suspended without pay without appropriate notification. An employee will be notified at least five (5) working days prior to the effective date, except as outlined in XXIV.D., that it is the Department's intent to suspend him/her without pay. Notification of the employee shall be in writing and include the following:

- i. The reasons for the proposed suspension and its length.
- ii. Copies of the materials upon which the proposed suspension is based.
- iii. The date upon which the proposed suspension will take effect.
- iv. Notice that the employee has the right to explain, deny, respond to, etc. the reasons for the proposed suspension.
- v. The name of the person to whom the employee may respond to discuss the proposed suspension.

C. Suspension without pay may be implemented by Cabinet level administrators or above. The suspension of an employee must be discussed with the Senior Executive Director, Human Resources and be approved by the Superintendent or designee prior to the notification of the intent to suspend the employee.

D. The Cabinet Representative or the Superintendent may suspend an employee without advanced written notification to the employee in the case of serious infractions or violations. The suspension must be discussed with Human Resources and confirmed for the employee in

writing as soon as possible, but not later than two (2) days after the suspension is effective. The notice must contain the reasons for the suspension. The employee shall be paid for the period of suspension if the suspension is subsequently revoked.

E. Copies of all materials, letters, etc. relating to a suspension will be filed in Human Resources.

## **XXV. DISMISSAL (Permanent Employees)**

- A. Permanent employees may be terminated from employment for reasons including, but not limited to, misconduct or failure to maintain appropriate work performance standards.
- B. Authority for implementing a dismissal procedure is vested in the Cabinet and Superintendent. In all cases, recommendations for dismissal must be discussed with the Senior Executive Director, Human Resources and approved by the Superintendent or designee prior to notification of an employee.
- C. Dismissal shall be preceded by at least one written warning unless the offense is sufficiently serious to warrant immediate dismissal. Prior written warning is not necessary in those situations in which an employee knows or reasonably should have known that the performance or conduct was sufficiently deficient or unsatisfactory to warrant dismissal.
- D. An employee will receive written notice of the Department's intent to dismiss him/her. Written notice of the intent to dismiss the employee shall include the following:
  - i. The reasons for the proposed dismissal.
  - ii. Copies of any materials upon which the dismissal is based.
  - iii. Notice that the employee has the right to explain, deny, respond to, etc. the reasons for the proposed dismissal.
  - iv. The name of the person the employee should contact to discuss the proposed dismissal.
- E. The employee will receive a final written notice of dismissal. The notice will contain the reasons for the dismissal and the effective date of dismissal. Unless immediate dismissal is warranted, a two-week notice shall be given to the employee. Any misconduct or failure to maintain appropriate work performance standards by the employee during any notice period may result in immediate dismissal.

## **XXVI. REDUCTIONS IN STAFF**

- A. If a reduction in force becomes necessary, reduction will be determined in accordance with the program needs of the Department. The Superintendent will make the final decision on personnel reductions based upon the recommendations of the Cabinet and existing Departmental procedures.
- B. The reduction in force of supervisory and confidential employees shall be in accordance with the Department's Layoff Procedure for Classified Employees.
- C. Employees who must be laid off will be entitled to the considerations below.
  - i. Laid off employees who were eligible for and receiving insurance benefits at the time of layoff will receive benefits for three (3) months following separation from employment. Those employees making a contribution toward health benefits must continue to do so upon separation in order to maintain benefits in accordance with this section.

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

## **XXVII. ADMINISTRATIVE REVIEW**

- A. Administrative Review provides a review process for decisions or actions of the Department which involve a confidential or supervisory employee.
- B. Requests for review are submitted in writing to the Cabinet representative. If the situation is not resolved at this level, the employee may submit the request for review through successive administrative channels. The Superintendent will be the final review level.
- C. When an employee requests administrative review, the Cabinet representative to whom the request is submitted shall determine the steps to be taken to best resolve the matter in accordance with the following provisions:
  - i. Procedures for review shall be as informal as possible.
  - ii. The Cabinet representative shall respond to the request in writing as promptly as possible.
- D. Questions or complaints regarding personnel policies and classification standards shall be submitted to the Senior Executive Director, Human Resources for discussion. Failing resolution, such situations may be submitted to the Superintendent.

## **XXVIII. PERSONNEL FILES/EMPLOYEE FILES**

- A. Personnel files will be maintained by Human Resources. The personnel file may include any materials relating to and affecting the status of the employee's employment relationship with the Department. Such materials will not include ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.
- B. Each employee shall have the right to inspect his/her personnel file at any time during normal working hours. Employees are to contact Human Resources to make an appointment to inspect his/her personnel file. The employee may obtain a copy of materials included in the file at Department expense.
- C. An employee shall have an opportunity to review all materials, except those mentioned in XXVIII.A. above, which will be entered in the personnel file. The employee has the right to comment regarding materials and have those comments included in the file. No statements of a derogatory nature will be entered into a file without advance notice to the employee.
- D. All personnel files are kept in confidence and are available for inspection only to Department of Education staff in the direct supervisory chain of the employee. This does not preclude access to the file by individuals conducting business necessary for the proper administration of the Department's affairs nor does it preclude access to the file by law enforcement officials.

## **XXIX. REPLACEMENT OF PERSONAL PROPERTY**

- A. The Department shall provide for the payment of the cost of replacing or repairing property of a supervisory or confidential employee, such as eyeglasses, hearing aids, dentures, watches,

article of clothing necessarily worn or carried by the employee, provided such property damage was in the line of duty and not the fault of the employee. If the property is damaged beyond repair, the actual value of such property shall be reimbursed up to a maximum of one thousand dollars (\$1000.00).

B. Items such as decorative jewelry or other non-authorized items are not covered. The Department reserves the right to require proof of the loss and the value of the item prior to authorization for reimbursement. It is understood that if the employee has personal insurance that would cover the loss, the Department's liability shall be limited to the insurance's deductible clause, if any. Supervisory and confidential employees shall not bring personal property other than clothing and necessary personal items to their work area. The employee shall report any loss immediately to the immediate supervisor.

### **XXX. TUITION REIMBURSEMENT**

A. The tuition reimbursement program is designed to encourage employees to continue their self-development by enrolling in courses which will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs and help prepare them for advancement to positions of greater responsibility in the Department service.

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

- i. Courses must be related to the work of the employee's position or occupation.
- ii. Courses must be taken at times other than when the employee is scheduled to be at work.
- iii. Courses must be taken at accredited institutions.

C. Courses are not eligible for tuition reimbursement if they:

- i. Are taken to bring unsatisfactory performance up to an acceptable level.
- ii. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
- iii. Duplicate available in-service training.
- iv. Duplicate training which the employee has already had. Refresher courses, as designated by an institution, are eligible for reimbursement.
- v. Are submitted for Professional Growth.

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

E. Permanent and probationary employees performing their jobs satisfactorily are eligible for reimbursement.

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

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

H. Reimbursement shall be limited as follows:

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

- ii. The maximum reimbursement that may be received by an employee from the Department in one (1) fiscal year shall be six hundred (\$600) dollars per school year. It is intended that this program be administered to assist as many qualified employees as possible and the six hundred (\$600) dollars mentioned here is established as a maximum and not as a guarantee.
- iii. No employee will be reimbursed for expenses totaling less than five (\$5) dollars for a single course.
- iv. Reimbursement, excluding veteran's educational benefits, received from other sources for tuition, registration fees, and/or lab fees will be deducted from the cost of such expenses in determining the amount which the Department will pay.
- I. The employee shall apply for tuition reimbursement to the Senior Executive Director, Human Resources or designee prior to the ending date of the course.
- J. The Senior Executive Director, Human Resources or designee shall evaluate the request for reimbursement and notify the employee within ten (10) working days of approval or denial.
- K. Upon completion of an approved course, the employee shall validate the fees paid and the grade achieved and send to Human Resources within 45 days of completion of approved course.
- L. Upon being informed of certification by Human Resources, the Fiscal Services unit shall issue a warrant to the employee for reimbursement.

## **XXXI. PROFESSIONAL GROWTH PROGRAM**

- A. Professional Growth
  - i. Professional growth is the continuous purposeful engagement in study and related activities to maintain and extend high standards of performance by employees.
  - ii. Professional growth is taking place if the experience reflects the increased knowledge, understanding, and skill in the employee's regular assignment or personal development. Professional growth is limited to job related course work, lectures, training programs, and conferences, and/or coursework that support an education-related career goal.
  - iii. Professional growth activities must be on the employee's own time and not paid for by the Department.
  - iv. The employee must obtain prior approval from the Department for any activity that will be submitted for professional growth. Employees shall submit a request for Professional Growth on a department-approved form to Human Resources. The Department retains the right to determine if the activity is job related. All documents must be submitted to Human Resources no later than five (5) business days prior to the start of the professional growth activity.
  - v. Disagreements over job relatedness or eligibility may be referred to an appeals committee composed of three (3) members designated by the Department.
- B. Eligibility
  - i. A regular employee who has completed his/her initial probationary period is eligible to enter the program.
  - ii. Should an employee return from leave or be reinstated within thirty-nine (39) months to a regular position, all points accumulated prior to such leave or termination shall be reinstated.
  - iii. No credit will be given for any professional growth activities prior to the employee's regular appointment into service.

- iv. An employee must be in a paid status to receive any portion of the payment for professional growth stipend. Payments will not be made for partial completion of credits if the employee terminates prior to completion of all credits.
- v. If the last evaluation presented to the employee is overall below standard, the employee will be denied professional growth stipends for one year from the evaluation due date or until a satisfactory evaluation is completed, whichever is sooner. Professional growth points may be earned during this time. All stipends previously approved will remain in effect.

C. Points

- i. Credit may be applied to professional growth by taking courses at universities, colleges, community colleges, trade schools, or adult education institutions.
- ii. Course credit will only be granted for the number of units that receive prior approval. Course work must be completed with a grade "C" or better or "credit" or "pass." A transcript or grade card from the school attended must be attached to the application for point credit.
- iii. One point will be given for each semester unit. Quarter units earned will be computed at two-thirds (2/3) of one semester unit.
- iv. Classroom course work completed in a Regional Occupational Program (ROP) will earn one (1) point for each seventy-five (75) hours of attendance. Community classroom work is not eligible for consideration as Professional Growth.
- v. Any credit requested related to a course that assesses prior learning or life experience is subject to a separate application and approval.
- vi. An employee may earn credit by attending training programs or brief courses scheduled by organizations or institutions to present and discuss information which would be related to occupation and self-improvement.
  - a. Points may be earned in these training programs as follows: One (1) point for each fifteen (15) hours of attendance.
  - b. Verification shall consist of proof of attendance and a fee statement, program of activities, or registration receipt and shall be presented to the Senior Executive Director, Human Resources or designee.

D. Stipends

- i. Stipends are defined as separate salary increases in recognition of the completion of professional growth points. An employee earns a stipend for every five (5) professional growth points.
- ii. Effective November 1, 2015, the employee shall receive a salary stipend that is equal to two percent (2%) of the employee's salary at the time the stipend is earned for every five (5) professional growth points. Existing professional growth points earned prior to November 1, 2015, will remain in effect. The stipend becomes a fixed dollar amount for the duration of the stipend, which sunsets after five (5) years from the effective date. There is no cap to the number of professional growth points earned in an employee's career but the stipends will be applied only one (1) year at a time; in no event may an employee be paid more than five (5) stipends at any given time except as described in this section.
- iii. Professional growth stipends earned as of October 31, 2015 will remain in effect as a fixed dollar amount stipend for the duration of employment with the Department. Those employees receiving professional growth stipends may combine stipends earned prior to November 1, 2015, with those earned after November 1, 2015, provided he/she does not exceed a combined maximum of eight (8) stipends. Employees earning nine (9) or ten (10) stipends as of October 31, 2015 shall continue to receive those stipends. Professional growth stipends earned after November 1, 2015 are subject to XXXI.D.ii.

- iv. It is the responsibility of the employee to provide verification for points completed. This verification must be submitted to the Senior Executive Director, Human Resources or designee to be recorded on the permanent record of the employee by September 1 each year in order to receive the salary stipend. Points turned in by September 1 will result in the salary stipend being applied retroactively to July 1 of the same year.
- v. The employee is limited to one (1) accumulative salary stipend per year.

E. Responsibility of Employee

- i. An employee may enter the program at any time. In order to qualify for any professional growth monetary compensation, it shall be the responsibility of the individual employee to:
  1. Obtain prior approval from the Department.
  2. Give satisfactory service in the position(s) to which he/she is assigned as demonstrated by recent evaluation.
  3. Maintain all records pertaining to the employee's professional growth file for grade cards, transcripts, or other acceptable certification of completion of course work, lectures, training programs, or conferences.
  4. Submit verification of completion of activities to the Senior Executive Director, Human Resources or designee as soon as possible.

## **XXXII. LONGEVITY PAY**

- A. An employee with eight (8) or more years of consecutive, full-time service to the Department will receive longevity pay.
- B. Longevity pay will be paid at the following rates per month.

|                  |        |
|------------------|--------|
| 8 or more years  | 2.25%  |
| 10 or more years | 3.25%  |
| 12 or more years | 4.25%  |
| 14 or more years | 5.25%  |
| 16 or more years | 6.25%  |
| 18 or more years | 7.25%  |
| 20 or more years | 8.25%  |
| 22 or more years | 9.25%  |
| 24 or more years | 10.25% |
| 26 or more years | 11.25% |
| 28 or more years | 12.25% |
| 30 or more years | 13.25% |

## **XXXIII. SHIFT DIFFERENTIAL**

- A. Any employee who works an assigned night shift shall, in addition to his/her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.
- B. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more, which includes at least four (4) hours of work between the hours of 3:00 p.m. and 9:00 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.

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

#### **XXXIV. OVERTIME**

- A. Overtime is defined to include any time required to be worked in excess of eight (8) hours in any day and in excess of forty (40) hours in any calendar week. Overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one half (1 ½) times the rate of regular pay or compensatory time equal to one and one half (1 ½) times the regular rate. The Department shall notify the employee at the time of assigning the overtime what method of payment, cash or compensatory time off, is appropriate.
- B. Compensatory time shall be taken at a time mutually acceptable to the employee and the immediate supervisor within the fiscal year of the date on which it was earned. If the compensatory time has not been taken within the fiscal year in which it was earned, the Department shall pay the employee in cash for all such time earned at the appropriate overtime rate based on the employee's rate of pay in force at the time of payment.