

## **ARTICLE I - AGREEMENT**

The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Glenn County Office of Education (hereafter referred to as "County Office") and Westside Chapter #718, C.S.E.A. (hereafter referred to as "CSEA").

## **ARTICLE II - REPRESENTATION**

1. Recognition The County Office confirms its recognition of CSEA as the Exclusive Representative for all Department of Student Services classified employees, and classified employees in the Opportunity and Court School Program that have moved to the Educational Services Department, Opportunity Program Instructional Aides, and the Court School Clerk Registrar and acknowledges that CSEA is the Exclusive Bargaining Representative for these classified employees and all newly created positions in the bargaining unit: but excludes certificated, management, confidential supervisory, office/technical, non-represented and short-term substitute and short-term temporary personnel.
2. Dues Any employee who is a member of Chapter #718 of the California School Employees Association or who has applied for membership, may sign and deliver to the County Office of Education (COE) an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association.
  - 2.1 Agency Fee Any employee who is not a member of the Association or who does not make application for membership at the effective date of this agreement or within thirty (30) days from the date of

commencement of duties, shall as a condition of continued employment, become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association; however, the employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph 2. of this Article. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph 2. The Association shall so inform the County, and the County shall immediately begin automatic payroll deductions as provided in Education Code Section 45168 and in the same manner as set forth in Paragraph 2. of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

## 2.2 Religious Beliefs

2.2.1 Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Westside Chapter #718 of the California School Employees Association as a condition of employment; except that such employee shall pay, in lieu of a fair share fee, sums equal to such fair share fee to one of the following non-religious, non-labor organizations, charitable funds, exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- ? United Fund (United Way)
- ? American Cancer Society
- ? American Heart Association
- ? Special Olympics
- ? A charity, as defined above, of the employee's choice

Such payment shall be made on or before October 15 of each school year.

2.2.2 Proof of payment pursuant to Paragraph 2.2.1 above shall be made on an annual basis to the County as a condition of continued exemption from the provisions of Paragraphs 2. and 2.1 of this Article. Such proof shall be in the form of receipts cancelled checks, or bank photo copy of checks, indicating the amount paid, date of payment, and to whom payment in lieu of the fair share fee has

been made. Such proof shall be presented on or before October 15 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

2.2.3 Any employee making payments as set forth in Paragraphs 2.2.1 and 2.2.2 above, and who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.

2.3 COE Responsibilities With respect to all sums deducted by the County Office pursuant to authorization of the employee, whether for membership dues or equivalent fees, the County Office agrees promptly to remit such monies to the Association together with an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes (including job site) in personnel from the list previously furnished.

2.4 Association Responsibilities The Association agrees to furnish any information needed by the County Office to fulfill the provisions of this Article.

2.5 Indemnification and Hold Harmless

2.5.1 The Westside Chapter #718 of the CSEA agrees to pay to the County Office all reasonable legal fees and legal costs incurred by the County Office in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semi-annual basis.

2.5.2 The Westside Chapter #718 of the CSEA agrees to indemnify and hold the County Office harmless from any award or judgment which may result from a court action or administrative action referenced in 2.5.1 above.

2.5.3 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph 2.5.1 or 2.5.2 shall or shall not be compromised, resisted, defended, tried or appealed.

### **ARTICLE III - NON-DISCRIMINATION**

1. No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status, and, to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.
2. Neither the County Office nor CSEA shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not to engage in unit activity.
3. The County Office and CSEA agree to be an equal opportunity provider is beneficial to the County Office, the employees and the community. The County Office is an equal opportunity provider.

#### ARTICLE IV - ASSOCIATION CSEA PRIVILEGES

1. CSEA shall have the following rights:
  - A. To represent their members in their employment relations with the County Office.
  - B. Right of access at reasonable times to areas where employees work in a manner that does not interfere with duty assignments of employees.
  - C. Subject to reasonable Board regulations:
    - ? The use of institutional bulletin boards.
    - ? The use of mailboxes and other office communications.
    - ? The use of institutional facilities at reasonable times.
    - ? The right to have membership dues deducted and such other deductions as may be approved by the County Superintendent
2. Regulations relating to exercise of CSEA rights:
  - A. Access to employees shall be such that there is no interference with assigned duties of employees. Any organization representative not an employee of the County Office or district shall report their presence to the site office prior to contacting employees on school property and during hours of duty assignment.
  - B. No bulletin board or mailbox may be used to disseminate material that is pornographic, licentious, libelous or slanderous of district personnel or programs, or that incite employees to violate state law or reasonable rules of the County Superintendent. All association communications shall identify the disseminating organization.
  - C. Use of County Office facilities shall be scheduled with the County Superintendent or his/her designee and shall not be granted at times and places that would interfere with the established work of the office.

3. CSEA may select one of its members at each work site to be a site representative. Such site representative is to be CSEA's representative at that site to receive and distribute information.
4. The County Office may grant release time at the discretion of the County Superintendent for:
  - A. CSEA to conduct necessary CSEA business related to the mutual benefit of the County Office and the CSEA.
  - B. The local chapter president or designee to conduct CSEA business, not to exceed a total of two and one-half hours per month, outside the County Office, provided he/she makes arrangements no less than one (1) week in advance with his/her supervisor so that a substitute can be called in, if necessary. A substitute, in this case, will be paid by the County Office.
  - C. CSEA Chapter/State officers: per state meeting calendar and education code 45210.
  - D. The County Office agrees to allow CSEA representatives reasonable release time to negotiate when such negotiating occurs within the employee's normal working hours.
6. CSEA has the right to review employees' personnel files and any other record dealing with employees when accompanied by the employee or upon presentation of a written authorization signed by the employee.
7. CSEA has the right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees within thirty (30) days of the effective date of this agreement and once a year by October 15 thereafter. The roster shall include the employee's present classification.
8. CSEA, upon request, has the right to receive two (2) copies of printed material utilized by the County Office that is legally available to the public when it reasonably can be expected to have an impact, direct or indirect, on the bargaining unit.
9. CSEA may review any other legally accessible material in the possession of or provided by the County Office that is necessary for the unit to fulfill its role as the exclusive bargaining representative.
10. Within sixty (60) days after the execution of this contract, the County Office shall print or duplicate or have printed or duplicate a copy of this contract for every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided with a copy of the agreement by the County Office at the time of employment. Each employee in the bargaining unit shall be provided with a copy of any written changes agreed to by the parties to this agreement by the County Office during the life of this agreement.

## **ARTICLE V - COUNTY OFFICE RIGHTS**

1. It is understood and agreed that the County Office retains all its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to: 1) Determine its organization; 2) direct the work of its employees; 3) determine the times and hours of operation; 4) establish its educational policies, goals and objectives; 5) insure the rights and educational opportunities of students; 6) determine staffing patterns; determine the number and kinds of personnel required; 7) maintain the efficiency of County Office operations; 8) determine the curriculum; 9) build, move or modify facilities; 10) establish budget procedures and determine budgetary allocation; 11) determine the methods of raising revenue; and 12) take action on any matter which is supported by law in the event of an emergency. In addition, the County Office retains the right to hire, classify, assign, transfer, evaluate, promote, discipline and terminate employees.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the County Office, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and terms are in conformance with law.
3. The provisions of this article shall not be construed to override specific terms of this Agreement or to abrogate or limit rights guaranteed or provided by legal decisions or the operation of law.

## **ARTICLE VI - HOURS**

1. Work Schedule for Full-Time Employees
  - A. The work week is based on an eight hour day and a forty hour week for all regular employees,

except as stipulated. Employees assigned to work less than an eight hour day will be paid at the rate that their employment bears to full-time service.

B. The weekly hours of work may be adjusted by the County Superintendent to meet reasonable time demands during the school term, or school holidays and during the summer months.

C. The basic day, week, month and year for full-time twelve (12) month employment shall be as follows:

Working days credited per year 260 days

Working hours credited per year 2080 hours

Working hours credited per month 173.33 hours

Working hours credited per week 40 hr (annual)

Working hours credited per day 8 hours

The above relationship shall be used in computing payment for part-time employment or for partial service.

D. The parties agree that the County Office may, because of unique program requirements, choose to hire classroom aides who work less than six-hour days. Such cases as a ½ day pre-school program aide or the need to provide additional aide assistance to an existing class situation serve as examples. The County Office's intention and goal is to maintain or expand classroom aide six-hour positions to the extent possible allowing for the need to meet unique situations. Agreement (08-29-91).

## 2. Overtime

A. Any hours, which an employee works beyond forty hours per week, shall be compensated at one and one-half hour's compensatory or paid time for every hour of overtime worked. Overtime is to be worked only upon the authorization of the County Superintendent or his/her designee. Each instance of overtime must be separately and expressly authorized. Overtime hours shall be distributed as evenly as practical among qualified workers in a class at a work site.

B. Notwithstanding the provisions above, the regular workweek shall consist of not more than five days for an employee having an average workday of four or more hours per day. Such employees shall be compensated for any work required to be performed on the sixth or seventh day following commencement of the work week at a rate equal to one and one-half hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by the County Office. An

employee having an average workday of less than four hours during a work week shall, for any work required to be performed on the seventh day following the commencement of their work week be compensated at a rate equal to one and one-half hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by the County Office.

- C. In the event an employee works in more than one classification, overtime shall be compensated at the rate of one and one-half hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by the County Office applicable to the work which caused the overtime.
- D. Compensatory or paid time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the County Office within twelve (12) months of the date on which it was earned.
- E. Any employee shall have the right to reject any offer or request for overtime, with the exception of emergency situations, or call back, on call, or call-in time.
- F. Time Worked

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

4. Flex-time

Classified employees may, with the approval of their supervisor, take up to a maximum of two hours off for special circumstances, and make up an equal amount of time during the same calendar month.

5. Minimum Call-In and Call Back Time During regular hours.

Minimum call-in and call-back time will not be less than two hours plus travel time at the appropriate rate of pay for an employee called in or called back to work.

6. Standby Time Not during regular hours.

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement. If meals are involved, the employee may be compensated for either standby time or the price of the meal, whichever he/she chooses. If a special trip requires an overnight stay, the County Office shall be relieved of the obligation of payment for any hours between the time a unit member is relieved of duties for the evening and the time a unit member resumes duty the following morning.

7. Any employee in the bargaining unit who is required by the County Office to work an average of fifteen minutes or more per day in excess of his/her regular part-time assignment for a period of twenty consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
8. Increase in Hours

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be opened to all classified employees within the classification in the County Office.
9. Teacher In-service Days

Any day after the start of school granted as a teacher-training day, teacher institute or teacher-parent conference day, by whatever name for whatever purpose, is a regular workday for all classified employees who are a part of the bargaining unit.
10. Lunch Periods

Any employee working four hours or more per day shall be given a duty-free unpaid lunch period, the duration of which shall not be less than thirty minutes. The duration of the lunch period and the time at which it is taken shall be arranged with the immediate supervisor.
11. Rest Breaks
  - A. Employees shall be entitled to one four minute paid rest break for each full consecutive hour of work when the employee works two consecutive hours per day or more with a maximum of fifteen minutes total for each four consecutive hours of work. Rest break schedules will be mutually acceptable to both the employee and his/her immediate supervisor. The rest break will be a part of the employee's work period.
  - B. Rest breaks, if not used, cannot be accumulated for any purpose.
  - C. Summer School
  - D. When work normally and customarily performed by bargaining unit employees working less than twelve (12) months is required to be performed at times other than during the regular August I - June academic year, the work shall be assigned to bargaining unit employees who meet the qualifications in

the appropriate classification(s) as provided in this section.

- E. When necessary to assign bargaining unit employees not regularly so assigned to serve during a summer school period, work shall be offered on the basis of seniority within the County Office of Education and the assignment shall be made by means of administrative selection process, but no employee shall be required to accept such assignment.
- F. An employee who accepts a summer school assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year. No prorating compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for summer school employment bears to the number of hours assigned to the employee during the previous regular academic year.
- G. All hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purpose of this Agreement.

13. Field Trips

Unit members participating in any overnight school function shall be paid regular and/or overtime rate until relieved of duties.

14. Transportation

- A. If a bus route(s) needs to be changed by one-half hour or more, either by lengthening or shortening the route, the bus drivers will meet with the transportation supervisor and mutually agree to the necessary change. The criteria to be considered include seniority, personal preference and any extenuating circumstances.
- B. If there is no mutual agreement, the matter will be resolved by the Director of Special Education, meeting with the group and working toward a solution.
- C. If there is still no agreement, the matter will, go to the County Superintendent for resolution with the Association's exclusive representative.

15. Seniority

Seniority will be based on the date of hire in the classification.

## ARTICLE VII - HOLIDAYS

1. Employees who are a part of the bargaining unit shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday or the holiday recess periods listed in the Education Code:

Day before New Year's Day	Labor Day
New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Day	Day after Thanksgiving
Washington's Day	Day before Christmas
Memorial Day	Christmas
Independence Day	

Members will be provided an "in-lieu", day for the Admission Day holiday. With the approval of the Immediate Supervisor, members will have the option of one day off or one day of vacation pay.

Veterans Day and Presidents Days will be observed on the same day as observed at their respective school site. Bus Drivers will have the option of adjusting time or route schedules with the approval of the supervisor, or be given one day of vacation pay.

2. Holidays on Saturday or Sunday

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday.

When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

3. The actual holidays may vary in accordance with the various districts in the county in which county employees are assigned. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in the Article.
4. When a member of the classified service is required to work on any of the above holidays, he/she shall be given one and one-half hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by the County Office in addition to the regular pay received for a holiday.
5. Any day proclaimed by the President of the United States or the Governor as a mandatory holiday shall be

observed by the County Office.

### ARTICLE VIII - LEAVES

1. County Office Right to Grant Leaves

A. The County Office may grant leaves of absence, with or without pay, to persons employed in the classified service of the Glenn County Superintendent of Schools Office.

2. Vacation Leave

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

A. The following vacation schedule is to apply to all full time employees:

1 through 4 full years of service      5/6ths of a day per month not to  
exceed      10 days per year

5 through 12 full years of service      1 1/2 days per      month not to  
exceed 20 days per year

After 12 years of service and longer      - 1.67 days per month not to  
exceed 20 days per year

B. All vacations should be taken during the school vacation months, but may be taken at other times by mutual agreement between the unit member and his/her supervisor. Vacation time must be requested and approved at least thirty (30) days prior to taking such leave. Aides paid on a 11 month pay schedule will receive earned vacation pay in monthly check. Days taken off during the work year will be unpaid.

C. If an employee works less than five (5) days per week, or less than a full year, he/she shall be entitled

to vacation benefits granted to regular full-time employee, but such vacation shall be prorated in the same ratio as the employee's days per week, weeks per month or months per year bear to full-time employment. For computational purposes in figuring vacation leave for employees paid on an hourly basis, 173.33 hours per month shall be considered full-time employment. Hours served in excess of 173.33 per month shall not be used in computing vacation benefits.

3. Sick Leave

- A. For a fiscal year of service, every classified employee employed full time twelve months shall be entitled to twelve days leave of absence for illness or injury.
- B. If a classified employee works less than five days per week, or less than a full year, he/she shall be entitled to sick leave benefits granted to full-time employees in the same classification, but such leaves and benefits shall be prorated in the same ratio as the employee's days per week, weeks per month or months per year bear to full time employment.
- C. For computational purposes in figuring sick leave for employees paid on an hourly basis, 173.33 hours per month shall be considered full time employment. Not more than one (1) day of sick leave shall be earned or accrued in any one month.
- D. Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day.
  - 1) Such leave is to be used when the employee is unable to be present at work because of personal illness or injury or for other purposes specifically designated in this Article.
  - 2) Sick leave to be earned during a work year shall be credited at the beginning of the year. In the event an employee does not complete a year of service, the employee will be charged for any unearned sick leave used as of the date of termination.
- E. If such employee does not take the full amount of leave allowed in any regular year under this section, the amount not taken shall be accumulated from year to year.
- F. The rules and regulations of the County Office shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well recognized sect, denomination or organization. Each absence of any type shall be verified on the form provided by the County Office, and the County Office reserves the right to require such proof as may be necessary. Any classified

employee who finds it necessary to be absent from work due to personal illness shall notify his/her supervisor at the earliest possible opportunity. Such notice should be given not later than two (2) hours before the beginning of the employee's shift on the day of absence. When able to return, the employee shall notify his/her supervisor at least three hours before his/her regular shift.

G. When a regular employee has exhausted all available sick leave and all accrued vacation credit and is not able to return to duty, he/she shall be paid the difference between his/her salary and that of his/her substitute for a period of five months, which runs concurrently with accumulated sick leave. However, should it be to the employee's advantage, the employee may apply for retirement under disability benefits.

H. For the purposes of computing differential pay in the above paragraph, Step A of the salary range assigned to each position classification, shall be the rate of pay. However, no employee shall receive less than 50% of his/her salary.

1) Holidays occurring during sick leave are considered as paid holidays.

2) Sick leave credit is earned during a period of sick leave.

3) The County Office may at any time during sick leave require evidence, including a doctor's statement, of the employee's ability or inability to satisfactorily perform the function of his/her position.

I. Any classified employee of any school district or county superintendent of schools who has been employed for a period of one calendar year or more whose employment is separated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with this County Office within one (1) year of such separation of his/her former employment, shall have transferred with him/her the total amount of earned leave of absence for illness or injury to which he/she is entitled. It shall be the responsibility of the transferring employee to solicit a letter from the former district certifying the amount of accumulated unused sick leave to be transferred.

#### 4. Industrial Accident or Illness Leave

A. Employees of the classified service are entitled to Industrial Accident or Illness Leave subject to the following:

1) Allowable leave shall be for sixty working days in any one fiscal year for any one accident or

illness. Additional time beyond sixty working days may be granted at the discretion of the County Superintendent.

- 2) Allowable leave shall not be accumulative from year to year.
- 3) Leave will commence on the first day of absence.
- 4) Payment for wages lost on any day shall, when added to an award granted the employee under the workers' compensation laws of this state, equal but not exceed the normal wage for the day.
- 5) Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 6) When an industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 7) Industrial Accident or Illness Leave of Absence is to be used in lieu of illness or injury leave of absence. When entitlement to Industrial Accident or Illness Leave has been exhausted, entitlement to other sick leave will then be used.
- 8) Any employee receiving benefits under Industrial Accident or Illness Leave shall, during periods of injury or illness, remain within the State of California unless the County Office authorizes that employee to travel outside the state.
- 9) When all available leaves of absence, paid or unpaid, have been exhausted following an industrial accident or illness, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine months. When available, during the thirty-nine month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of a lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a re-employment list who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

5. Workers' Compensation Insurance

- A. Each employee is covered, at County Office expense, by Workers' Compensation Insurance for on-the-job accidents.
- B. Employees must report all accidents promptly to their immediate supervisor or the secretary so that a report of injury can be completed promptly as required by law.
- C. Any employee who is absent because of injury or illness which arose out of and in the course of his/her employment, and for which he/she is receiving temporary disability benefits under the Workers' Compensation laws of this state, shall not be entitled to receive wages or salary from the County Office which, when added to the temporary disability benefits, will exceed a full day's wages or salary.
- D. When sick leave or vacation leave is used in conjunction with temporary disability benefits derived from Workers' Compensation, it shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits.

6. Maternity Leave

- A. The County Office shall provide for leave from duty for any employee covered by this Agreement who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery there from. The aforementioned shall be treated as an illness for the purpose of sick leave. Accumulated sick leave may be used during maternity leave. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. A pregnant employee may place on file in the County Office a doctor's certificate to the effect that she is in good health and able to continue work. This certificate shall also contain the projected date of birth and the date at which the doctor recommends that maternity leave commence. In any case, maternity leave must begin no later than two weeks prior to the expected date of birth unless otherwise specified, in writing, by the employee's doctor. The doctor's certificate shall be filed no later than the end of the sixth (6th) month of pregnancy.
- B. The date of the employee's return to work shall be no sooner than that date recommended by the employee's doctor.

- C. When a unit member is placed on maternity leave because of physical inability to perform her duties, the portion of employer-paid health benefits will continue for as long as the person remains an employee. The employee must first file with the County Office a doctor's certificate of probable date of return and a signed intent to return.
- D. A unit member on maternity leave will be allowed to use any or all of the sick leave she has accumulated if she so desires. After sick leave and any differential pay is used, she will then be placed upon leave without pay.
- E. An employee may be given an unpaid child care leave for up to one year at the discretion of the County Superintendent of Schools.

7. Bereavement Leave

- A. Each unit member is entitled to a leave of three days because of any death of a family member. A family member shall be defined as any relative by blood or marriage, any foster relative, registered domestic partner, and any dependent person living in the immediate household of the employee.
- B. Upon verification of need, the Superintendent or designee will grant two days out-of-state, or for distances greater than 250 miles, travel time to be added to the three days bereavement leave.
- C. Any days of leave taken under the provisions of this policy are not deducted from the employee's sick leave earned in paragraph 1 above, nor shall any salary deduction be made.

8. Personal Necessity Leave

- A. A bargaining unit employee may elect to take up to eight days of earned sick leave per year as personal necessity leave, subject to the limitations listed below.
- B. The following two reasons for taking personal necessity leave do not require advance permission, although an employee will be required to inform the Superintendent or designee of the reason for the absence after returning:
  - 1) Death of a member of the employee's immediate family;
  - 2) Accident or emergency illness involving the employee's person or property, or the person or property of a member of the employee's immediate family, of such emergency nature that the immediate presence of the employee is required during the employee's work day.
- C. The following reasons for taking personal necessity leave require advance permission from the unit

member's supervisor prior to the leave. The employee must demonstrate that elements of emergency, urgency or necessity exist that would compel the employee to take the absence at a particular time.

- 1) Critical illness and/or surgery in the immediate family.
- 2) Paternity leave.
- 3) Appearance in court as a litigant or as a witness under an official order.
- 4) Necessary business leave, limited to three days, for the purpose of conducting personal business, which cannot be conducted after the school day or on weekends or other non-school days.

Examples of business leave, which may be authorized, are as follows:

- a) Religious observances in which the religion requires attendance during the employee's regular work day.
  - b) One-time special occasions for members of the immediate family:
    - Graduation
    - Special honors
    - Military
    - Marriage
  - c) Births of immediate family.
- 5) Any other reason of an emergency nature may be approved by the County Superintendent of Schools or his/her designee.

9. Jury Duty

- A. When called for jury duty or for attendance in a court of civil or criminal proceeding when the employee is not a party or litigant, the employee will be granted a leave of absence with pay, less the jury fee received.
- B. Classified employees receiving compensation for jury or court duty, as outlined in the paragraph above, shall endorse their jury warrant over to the County Office. Employees receiving compensation for jury or court duty shall pay this compensation to the County Office, except that any travel pay and reimbursement

for meals shall be kept by the employee.

10. Miscellaneous

- A. Each absence must be reported on a time sheet and filed with the immediate supervisor upon the employee's return to work. The time sheet must specify the reasons for the leave.
- B. The County Superintendent or designee may require additional proof substantiating the justification for granting of personal necessity leave.
- C. Reported leaves of absence may be taken on a one-half (1/2) day (if less than four hours) or a full day basis (if more than four hours but less than eight hours) for full time employees. Part time unit members may take leaves of absence in one-half day increments.
- D. Long term substitutes, or limited term employees employed by the County Office who work more than twenty consecutive days, will be entitled to holiday, vacation and sick leave benefits retroactive to their first day of work on a prorated basis according to their scheduled hours worked.
- E. No benefits provided under this Article shall be used for any concerted activity.

## **ARTICLE IX**

### **LAYOFF AND IMPACT AND EFFECTS OF LAYOFF**

#### 1. Application

##### A. General

- 1) When, as a result of a bona fide reduction or elimination of services being performed by the County Office, bargaining unit members shall be subject to layoff for lack of work or lack of funds. Affected employees shall be given notice of layoff not less than forty-five days prior to the effective date of layoff and informed of their displacement rights, if any, and re-employment rights. When employees in the bargaining unit are laid off for lack of work or lack of funds, layoffs shall be made in reverse order of length of service in the class in which the layoff occurs. The employee who has been employed the shortest time in a class, plus higher classes, shall be considered to have the least seniority and, therefore, shall be laid off first. If two or more employees subject to layoff have equal seniority in a class, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority and, if that be equal, then the determination shall be made by lot.
- 2) When, as a result of the expiration of a specifically funded program, classified positions must be eliminated at the end of any school year and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 45 days prior to the effective date of their layoff.

Nothing provided in Sections 1.A.1. and/or 1.A.2. of this Article shall preclude a layoff for lack

of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the 45 day notice specified in Sections I.A.1. and I.A.2. of this Article.

- 4) No permanent or probationary classified employee shall be laid off from any position while employees serving under short-term temporary or short-term substitute employment are retained in positions of the same class.
- 5) This Article (LAYOFF) does not apply to the termination of employees working in short-term temporary positions.

B. Notice

- 1) A written notice of layoff shall be personally delivered to the unit member(s) or mailed by certified or registered mail to the last address given to the County Office by the affected employee not less than 45 days (except in an emergency situation as stipulated in Education Code Section 45117) prior to the effective date of the layoff.

C. Re-employment Rights of Employee(s) Who Are Laid Off

- 1) The names of permanent and probationary employees thus laid off shall be placed with the re-employment list for the class for which they were laid off. Names on the re-employment list shall be in the order of seniority and shall continue for thirty-nine(39) months from the date of layoff.
- 2) Employees on re-employment lists shall be eligible to compete in promotional examinations for which they qualify.
- 3) Any employee whose services to the County Office are terminated because of a layoff will be notified in writing by the County Office of any opening(s) for which the County Office determines the employee may be eligible and qualified. The written notice will be mailed to the last address given to the County Office by the employee.
- 4) Refusal of an offer of limited-term employment shall not affect the standing of any employee on a re-employment list.

- 5) If the employee is re-employed in a permanent position, the employee will receive the accumulated sick leave and seniority, which he/she accrued prior to the layoff.
- 6) If the employee is re-employed in a permanent position, the employee will be granted a new increment date based on the days worked prior to termination due to the layoff.
- 7) Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits for a period of no more than three years.

D. Offers of Re-employment for Employee(s) Who Are Laid Off

- 1) Given a vacant position, after job site transfers have been considered, an employee who has been laid off and is on a re-employment list may, based on seniority, elect to be placed into a vacant position within the classification from which he/she was laid off.
  - a) If the employee accepts re-employment within the classification in which the employee was terminated, the employee shall be restored to his/her former step on the salary schedule.
- 2) Given a vacant position, after job site transfers and the re-employment list within the classification have been considered, individuals on equal or high re-employment lists, who have not previously served in the vacant position, will have their employment records reviewed (includes experience, training and skills) to determine if they are qualified for the vacant position. At the discretion of the County Office, personal contacts may be made in reviewing employees' qualifications.
  - a) Only those employees on equal or higher re-employment lists who are identified by the County Office as qualified for the vacant position will be, based on the employee's relative qualification for the position, placed on a list in rank order. The position shall be offered to qualified individuals on the list in rank order.
  - b) If the employee accepts re-employment in a classification lower than the classification from which the employee was laid off, he/she will be placed on a salary step that is the same as the salary step the employee has held in his/her former classification.
- 3) An employee on a re-employment list may decline two offers of re-employment to a

permanent position in his/her former classification. After a second refusal of offers that would have fully restored the employee in class and hourly status, no additional offers need be made by the County Office and the employee shall be considered unavailable until notified by the employee of his/her availability. This section is not intended to negate the employee's right to remain on the appropriate re-employment list.

2. Demotion in Lieu of Layoff

- A. In lieu of being laid off, an employee may select demotion to any class with the same or lower maximum salary in which he/she had previously served under permanent or probationary status providing the employee has seniority over an employee already in the class.
- B. To be demoted in lieu of layoff, an employee must notify the County Office in writing of such election not later than ten calendar days after receiving the layoff notice.
- C. Any employee electing demotion in lieu of layoff shall be placed on a re-employment list for thirty-nine months plus an additional twenty-four months provided that the same tests of fitness under which the employee qualified for the classification still apply.
- D. Employees on re-employment lists shall be eligible to compete in promotional examinations for which they qualify.

3. Retirement in Lieu of Layoff

- A. If eligible, an employee who is scheduled for layoff may elect service retirement from the Public Employees' Retirement System. The employee's name will be placed on a re-employment list. Upon receipt of notification from the employee that he/she has elected service retirement, the County Office will notify the PERS that said employee's retirement was due to a layoff. This section will remain in effect until modified by the parties or until Ed. Code Section 45115 may be amended or repealed.
- B. Should the employee subsequently accept, in writing, re-employment with the County Office, the County Office shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.

4. Health and Welfare Benefits

To the extent allowed by the carrier, employees selecting 1) demotion or reduction in hours in lieu of layoffs, 2) early retirement in lieu of layoffs or 3) separation due to layoffs, will have their existing levels of medical

health, dental and vision insurance benefits continue, on the same pro-rata basis, through the last day of the month in which the layoff becomes effective. Additionally, such employees will have their existing levels of medical health and dental benefits continued, on the same pro-rata premium basis, through the last calendar day of the following month.

5. Reduction in Hours

Reduction in hours of the work year for any individual unit member is to be differentiated from reduction in County Office services which may result in layoff and will be treated according to established legal provisions except that the procedures which follow any action will be the same as those for layoff.

## ARTICLE X - EVALUATION PROCEDURE

### PREFACE

It is the intent of the Glenn County Office of Education that performance evaluation shall be used as a tool for providing effective means of communication through which the evaluatee and the evaluator may discuss and evaluate the progress of the employee on all matters affecting performance, efficiency and job requirements, thereby developing mutual understanding and more effective work relationships.

The process of evaluation is something that each of us experiences throughout our lives. Informal evaluations frequently are done with information that is poor, inaccurate or inadequate and, in some cases, are shared only on a rumor basis with others and not with the person whose character and status is being discussed. This is damaging, unfair and it is an "everyone loses and no one gains" game that is played all too frequently. We all need to minimize this type of "evaluation" and increase the helping aspects of some type of formal evaluation process.

Performance evaluation is nothing new; however, what is new, hopefully, is a more systematic and humanistic relationship in the evaluation process. The evaluation should include not only "what is" but also "and here are ways in which improvement can be made." Evaluation must be for the purpose of nurturing and encouraging improvement of all, including those who are already doing an outstanding job.

1. The performance of all classified bargaining unit members shall be evaluated twice during the probationary period (one year) and thereafter no less than once every other year by March 15<sup>th</sup> or as required by law, in writing, (by the appropriate evaluator) in accordance with the "Evaluation Procedure Guide". (see attachment)
2. The employee shall have the opportunity to review and discuss his/her evaluation with the evaluator. If the employee is in disagreement with the evaluation, he/she has the right to attach a statement to the County Office copy of the evaluation. If this is to be done, the statement must be submitted to the County Office within ten days of receipt of the employee's copy of the evaluation.
3. After reviewing and discussing the written evaluation with the appropriate evaluators the employee shall sign the evaluation testifying that the discussion and review have taken place. The employee's signature in no way signifies agreement with the evaluation. The employee shall receive a copy of the evaluation.
4. Nothing under this Article shall be construed to make the contents of the evaluation subject to the grievance procedure in this Agreement.

5. The evaluation procedure will follow that of the "Evaluation Procedure Guide" as developed by the County Superintendent of Schools in consultation with CSEA.

6. Personnel Files

The personnel file of each employee shall be maintained at the County Office's central administration office. Any files kept by any supervisor or secondary files shall not contain material that is not in the main personnel file. Employees shall be provided with copies of any derogatory written material and dated and signed by both parties ten workdays before it is placed in the employee's personnel file. The employee shall be given reasonable time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the derogatory material when it is placed in the personnel file.

An employee shall have the right at a mutually acceptable time and without loss of pay to examine and/or obtain, a copy of any material from the employee's file

All personnel files shall be kept in confidence and shall be available for inspection, with the exception of the superintendent or his designee, authorized clerical personnel, only with the written permission of the employee. The County Office shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her unit representative or legal representative if authorized by the employee. Any person who places otherwise unidentified written material or drafts written material for placement in the employee's personnel file shall sign the material and signify the date on which the material was drafted.

**DEFINITIONS:**

1. Employee:

Member of the classified service who is being evaluated by the evaluator.

2. Evaluator:

An evaluator is one who is given the authority to supervise a classified employee.

a. Primary Evaluator: (Director)

b. Advisory Evaluator:

Teacher

The immediate supervisor (program specialist, department head, co-coordinator, and/or the person in charge of the program)

3. Probationary Employee:

A classified employee who has not completed the probationary period for the class in which the employee is working. An employee may be a permanent classified employee in a classification but if the employee promotes or transfers to another class, the employee must again complete a probationary period.

**Classified Personnel Evaluation Guide**

I. Purpose and Objectives of Evaluations

The purpose of evaluating employees is to provide a basis for encouraging greater work efficiency and assuring that only capable classified personnel achieve and retain permanency. Evaluations are frequently criticized for being subjective - "just a personal opinion." Admittedly, evaluations are a matter of individual judgment and when you have many supervisors, each one may have a different interpretation of what an evaluation is and how it should be administered. By following this evaluation tool, the remarks placed on the form should be objective. The evaluation must be subjected to documentation. There should be a continuous attempt in any personnel evaluation program to achieve fairness and to retain an understanding of the employee's feelings.

In an attempt to standardize the evaluation procedure, all employees shall be evaluated on set criteria. Employees will not be compared to each other but will be evaluated only on how well they meet the needs of the position they are filling,

The form is a tool to assist the evaluator in administering the performance evaluation.

It is suggested that an employee evaluation program:

1. Form the basis for constructive discussion between supervisors and their employees on all matters affecting performance.
2. Develop mutual understanding and more effective work relationships.
3. Encourage the development of individuals who may be qualified and/or qualifiable for promotion.
4. Require all supervisors to reflect closely upon the work of the employees.
5. Assure employees of an impartial and objective evaluation of their progress.
6. Call attention to specific factors of performance, qualifications and personal characteristics so that they may be evaluated and discussed separately.
7. Assist in determining necessary in-service training.
8. Encourage employees toward self-reflection and toward the desire to improve or overcome specific weaknesses.
9. When Evaluations are to be Made:

- A. The performance of all classified bargaining unit members shall be evaluated twice during the probationary period (one year) and thereafter no less than once every other year by March 15<sup>th</sup> or as required by law. The primary evaluator may conduct the evaluation in conjunction with the

secondary evaluator. The final evaluation shall include under comments, a recommendation to either retain or dismiss the probationary employee from the position. The County Superintendent who is the final authority in this area, may override the final recommendation of the evaluator as to whether the classified employee will be retained in the classification or classified service.

B. All permanent classified employees may be evaluated by such evaluator at any time during the year.

C. Responsibility for Evaluations:

The primary evaluator is responsible for completing the evaluation and shall be entitled to obtain information to assist in the completion of the evaluation.

IV. Procedure to be Followed:

V. The employee and the evaluator(s) should study and analyze the contents of the evaluation packet available through the Glenn County Office of Education. (Human Resource Department).

VI. Employee is encouraged to complete the employee comment section on the evaluation form prior to meeting with the evaluator. The employee is encouraged to share their comment section with the evaluator but is not required to do so.

VII. The involved parties should understand thoroughly the duties and requirements of the position held by the employee to be evaluated. If you do not have a classification description of such job, you may obtain a copy from the Glenn County Office of Education's Human Resource Department.

VIII. The procedure should be used to analyze the employee's performance in terms of the specific criteria listed on the evaluation form. Comments should be made when a rating of unsatisfactory, improvement needed, or outstanding has been given. The comments should be directed to those factors, which are most meaningful to the particular person being evaluated. If there is more than one evaluator, they shall work together on the evaluation form with the Advisory Evaluator providing input to the Primary Evaluator.

IX. Seniority shall not be taken into consideration.

X. Careful consideration should be given to employee strengths and weaknesses-"a must in effective evaluations." This care will be helpful to the employee and will aide the evaluator in reaching a more constructive review.

XI. Each major category will be rated. #7 should be completed only if the employee being evaluated has some

supervisory responsibility (including student or other adult supervision).

- XII. The evaluator(s) and the employee will meet to discuss the contents of the evaluation at a time convenient to all parties. Evaluations should be kept confidential.
- XIII. The employee should receive his/her a copy, signed by the evaluator(s) plus any attachments. Within five working days the employee may comment on any or all comments of the evaluator in writing and it will be attached to the evaluation.
- XIV. The employee shall have the opportunity at his/her request to meet a second time with the evaluator. Either at the first or second conference both parties should date and sign all three copies of the evaluation form.
- XV. The primary evaluator will send the original copy plus any attachments for the personnel file to the County Office of Education Human Resource Department and will keep a copy.
- XVI. The County Office of Education Human Resource Department will contact the employee if he/she is not recommended for permanency and discuss the status of the employee.
- XVII. All forms shall be printed in triplicate.

**EVALUATION FORM SAMPLE**  
**See ATTACHMENT B**

Transportation  
School Bus Drivers addendum to Evaluation

The Glenn County Office of Education School Bus Drivers decided to add an addendum to the evaluation form, presented to the Negotiation team on Tuesday, March 10, 1998; to be added under each category on previous form where highlighted.

A. Quantity

1. Amount of work performed
2. Completion of work scheduled

B. Quality

1. Technical competence
2. Care of School Bus and equipment

C. Work Habits

1. Attendance, dependability
2. Rules, regulations, safety practice, work instructions, pre-trip

D. Personal Relations

1. Getting along with fellow employees
2. Meeting and handling the public
3. Personal appearance
4. Attitude, cooperation

E. Adaptability

1. New situations, emergencies, minimum instructions

F. Initiative

1. Self reliance
2. Resourcefulness
3. Willingness to accept responsibility

G. Supervising Students

1. Planning and assigning
2. Training and instructing
3. Disciplinary control
4. Evaluating performance
5. Leadership
6. Making decisions
7. Fairness and Impartiality
8. Helpful Attitude
9. Consistency

**ARTICLE XI - ASSIGNMENT, REASSIGNMENT**  
**TRANSFER AND PROMOTION**

1. Assignment, Reassignment and Transfer

- A. The County Superintendent or his/her designee shall be responsible for the assignment, reassignment and/or transfer of all unit members to positions that shall best serve the interest of the County Office. Changes in assignments may be made at any time. Transfers of personnel may be made from one location (job site) to another as an established matter of policy. Unit members will be given notice at least five working days prior to an involuntary transfer in order to adjust accordingly.
- B. Reassignment to another position or class or within a class shall be based upon consideration of:
  - 1) a change in the entire nature of the job;
  - 2) increased or reduced responsibilities;
  - 3) quality of work performed;
  - 4) length of service;

- 5) interest of the County Office.
- C. Any employee involuntarily assigned to a work site shall receive premium pay of an additional five and one-half percent of the employee's regular rate of pay if the work site is at least ten miles further away from the unit member's established living quarters at the time of the transfer. Such extra payment shall continue for a maximum of two years following the involuntary transfer.
- D. A regular employee temporarily reassigned to a position in a higher salary classification shall receive pay for the position to which he/she is assigned after one week of temporary assignment. He/she will be given an additional increment over his/her present schedule or placed on Step A of the new position, whichever amount is higher.
- E. For purposes of this section, a regular employee shall be deemed to be temporarily reassigned to a position in a higher salary classification upon written verification of said temporary assignment by the employee's supervisor or subject to ratification by the County Superintendent or his/her designee.
- F. When a new position is created or an existing position becomes vacant, the County Office shall first consider bargaining unit employees serving in the same class in the County Office. All vacancies shall be posted by the County Office for not less than six working days at all work locations prior to the position being filled. Any employee in the bargaining unit may apply for transfer to that position by filing a written notice with the Human Resource Department of the County Office. The County Superintendent will, at his/her discretion, fill a vacancy with an existing or new employee. Any employee on leave during the period of the posting shall be mailed a copy of the notice by first class mail on the date the position is posted. Any employee on leave shall have the right to have his/her representative file for the transfer on his/her behalf.
- G. The County Office may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion or lateral transfer to a related class, but it may be constituted only after receiving input from CSEA and the concurrence of the employee.

- A. The County Office shall first consider employees in the bargaining unit when filling any job vacancy, which can be considered a promotion after the announcement of the position vacancy.
- B. Notice of all classified job vacancies shall be mailed to the home address of each classified employee in Westside Chapter #718 CSEA. The job vacancy notice shall provide a period of six full working days, during which time the employees may file for the vacancy. Any employees who will be on leave or layoff during the period of the posting shall be mailed a copy of the notice by first class mail on the date the position is posted.
- C. The job vacancy notice shall include: the job title; a brief description of the position and duties; the minimum qualifications required for the position; the assigned job site; the number of hours per day; the salary range; and the application deadline.
- D. Any employee in the bargaining unit, regardless of job site, may file for the vacancy by submitting written notice, letter of interest and updated resume to the Human Resources Department within the filing period. Any employee on leave or vacation may authorize in writing his/her CSEA representative to file on the employee's behalf.
- E. Within five days following the completion of the filing period, the Human Resources Department shall notify the unit member applicant, about the interview process. Within 5 days notify the applicant about the outcome of the solution. -

## **ARTICLE XII - EMPLOYEE BENEFITS**

1. For the duration of this agreement the Glenn County Office of Education will pay, for full time unit members, spouses and their dependents, the cost of (\$748 a month) toward the cost of health, dental and vision plans.
2. New employees who qualify will be able to obtain health benefits (medical, dental and vision) beginning the first of the month following the date of initial employment
3. Unit members working forty-nine (49%) percent of a full workday or less (three (3) hours and fifty-nine (59) minutes or less) shall not be provided with the above benefit programs.
4. Unit members working more than forty-nine (49%) percent of a full workday but not a full day (i.e. 6 hours) shall receive a full benefit package.
5. If a part-time unit member does not desire coverage, he/she must notify the County Office in writing.
6. Any combination of hours worked in various positions for the County Office shall receive the same benefits

as an employee working in one position.

7. If an employee takes a temporary assignment at the request of the employer, he/she shall not be penalized by losing any benefits.
8. There will be open enrollment for health benefit plan choices in May of each year.
- 9-1. For Retirees The County Office agrees to provide the same medical, dental and vision benefits following retirement to employees retiring as is provided unit members (prorated for part-time employees) under the following conditions:
  - A. Unit member must have reached the age of 55.
  - B. Unit member must have the following years of service to the Glenn County Office of Education.
    - 1 year of benefits at 10 years
    - 2 years of benefits at 15 years
    - 3 years of benefits at 25 years
    - 4 years of benefits at 35 years
  - C. The unit member's spouse and/or dependents will be included in the unit member's coverage for as long as the unit member is eligible.
  - D. Cessation of coverage for retired unit members shall take place if the member is subsequently employed by an employer, other than the Glenn County Office of Education, who provides benefits.
  - E. If the unit member qualifies for Medicare during the two years coverage, the County Office will pay for all supplemental costs up to the cost covered by the fringe benefit package for active unit members.
  - F. Cessation of coverage for the spouse and/or dependent shall take place 3 months after the death of the retired unit member.
  - G. Retirees may elect to continue to purchase the Tiered Rate medical plan and at age 65 the Medicare rates with Medicare A & B through the Glenn County Office of Education if they have met the criteria in sections 9-1 A and B above.
- 9-2. For retirees working less than 10 years with the Glenn County Office of Education have the option to purchase the benefits.
10. Transition Coverage

- A. Pursuant to Federal Law (COBRA), an employee who resigns, is laid off, or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
- B. In certain circumstances, an employees' spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
- C. All such continued coverage is at the sole cost of the employee or other qualified individual.

### **ARTICLE XIII - GRIEVANCE PROCEDURE**

1. Definitions

- A. A "grievance" is a claim by a member of the bargaining unit or CSEA that there has been a violation, misinterpretation, or misapplication of the specific terms of this contract, or county office policy or practice.
- B. A "grievant" is any classified employee of the County Office or CSEA covered by the terms of Agreement.
- C. "Immediate supervisor" is the lowest supervisory level outside the bargaining unit having immediate jurisdiction over the grievant and has been designated to administer grievances.
- D. "Time limit" stated herein may be extended by mutual written agreement. Failure by the grievant to comply with time limits stated herein shall terminate the grievance. Failure by the County Office to adhere to time limits gives the grievant the right to proceed to the next level.
- E. "Work days" means any days when the administrative offices of the County Office are open for business.

2. Representation

- A. The grievant(s) may at any level be accompanied by a representative of CSEA. If a representative or another party is to be present, the grievant will, in advance of the scheduled meeting, advise the appropriate supervisor/administrator that a representative will be present and who that representative will be.
- B. An employee covered by this Agreement may discuss a grievance informally or present a grievance directly and have such grievance adjusted without the intervention of CSEA as long as the adjustment

is not inconsistent with the terms of this Agreement. Prior to any proposed resolution the formal levels of this procedure becoming final, CSEA shall have the opportunity to file a written response to the proposed resolution.

3. Procedure

A. (Informal)

Before filing a formal grievance, the grievant shall attempt to resolve the Grievance through an informal conference with his/her immediate supervisor. Preferably, an informal conference is a one-to-one discussion of the grievance between the grievant and his/her immediate supervisor.

The grievance shall be submitted orally to the immediate supervisor within thirty (30) working days after the grievant knows or reasonably could have known of the circumstances giving rise to the grievance.

B. Level I (Formal)

1) If the grievant is not satisfied with the disposition of the informal grievance, he/she must present the grievance in writing to his/her immediate supervisor within ten (10) work days after the informal conference. The written grievance will be a clear statement of the grievance, the circumstances involved, the specific portion(s) of the contract claimed to have been violated, the remedy or correction sought, and the signature of the grievant on a form provided by the County Office. The immediate supervisor shall communicate a decision to the grievant in writing within ten working days of receipt of the written grievance.

C. Level II (Formal)

1. In the event the grievant is not satisfied with the decision rendered at Level I, or if no written response is received within ten working days, the grievant may file an appeal in writing with the County Schools Superintendent or designee within ten working days. The appeal shall be accompanied by a copy of the original grievance submitted at Level I, the decision rendered, and a statement of the reasons for the appeal signed by the grievant. The Superintendent or designee shall attempt to resolve the matter and shall communicate his/her decision in writing to the grievant no later than ten working days after receipt

D. Level III - Formal

- 1) If the grievance is not resolved to the grievants' satisfaction, an appeal may be filed within ten workdays of receipt of the decision at Level II with the County School Board. Such appeal shall be filed at least ten work days prior to the next regularly scheduled meeting of the Board. The appeal, signed by the employee, shall include a copy of the original grievance, the decisions rendered at Levels I and II, and a statement of the reasons for the appeal to the County Board.
- 2) The Board shall hold a hearing at its next regularly scheduled meeting and hear the grievance either in open or closed session at the request of the grievant. At that meeting, the grievant and his/her representative shall have an opportunity to testify, present evidence, and present witnesses pertaining to the grievance.
- 3) The County Board shall render a decision in writing within ten working days following its next regular meeting.
- 4) Nothing contained herein shall abrogate the grievant's right to go to court or pursue other legal recourse.

4. General Information

- A. An extension of any time limit may be made by mutual written consent of the parties.
- B. By mutual agreement of the grievant(s) and the County Office, like grievances may be consolidated for purposes of processing.
- C. All materials concerning employee's grievances shall be filed separately from the employees' personnel files.
- D. The grievant shall be entitled to process a grievance during mutually agreed to items by both parties. No unit member will take it upon himself/herself to process a grievance during work time without such a mutual agreement. If a meeting is during normal working hours, there will be no loss of pay or benefits.
- E. If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level I or Level II
- F. If the grievance involves county office policy or practice, the grievance may be submitted at Step II.

**ARTICLE XIV - PAY AND ALLOWANCES**

1. Rate of Pay

Rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Attachment A salary schedule, which is incorporated as part of this Agreement. The regular rate of pay shall include longevity increments required to be paid under this Agreement.

2. Frequency

All employees in the bargaining unit shall be paid once per month, payable on the last working day of the month. If the normal pay date falls on a Saturday, Sunday or a holiday, the paycheck shall be issued on the preceding workday; hourly employees, on the tenth (10th) of each month. All "Student Services" Bus Drivers shall be considered "hourly employees" for payroll purposes.

3. Special Assignment Contract

Glenn County Office of Education will develop a "Special Assignment Contract" for each classified staff to add 6 hours of staff development to each employees work year. A schedule of staff development expectations will be provided staff by September 15<sup>th</sup> of each school year.

This extension of the contract will stay in force as long as state funds are available. This staff development requirement will be re-evaluated annually.

All other articles of the agreement shall be carried forward for one year. Additional articles shall be discussed as needed during the period of the contract (Agreement 01-31-03).

4. All Special Education Bus Drivers shall be excluded from the provisions of Education Code Section 45166, "Time of Payment of Compensation".

5. Errors and Adjustments

Any error that is discovered which affects the salary of an employee shall be adjusted up to a three (3) year period. If the error is in favor of the employee, the employee will be compensated by the amount plus five (5%) percent interest for a period of no more than three (3) years. Long term errors will be paid within a thirty (30) calendar day period. Short term County Office errors will be treated on an emergency basis and corrected within three (3) working days of the request. If the error is in favor of the County Office, a mutually acceptable repayment plan should be undertaken which will reduce the employee's monthly check accordingly.

6. Lost Checks

The County Schools Office will reissue lost paychecks within 72 hours.

7. Pay Increases

The County Office shall make a lump sum payment of an agreed-upon retroactive wage or benefit increase resulting from this Agreement or any amendments thereto within thirty (30) calendar days.

8. Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step to insure a minimum pay increase (of at least 5%) as a result of that promotion.

9. Longevity Pay

Longevity is defined as years of service with the County Office of Education. Step raises and longevity increments shall be paid as earned by this agreement. All bargaining unit members shall be eligible for longevity increments that are based on years of service in the county and shall not be prorated.

Any classified employee assuming a new position on a different salary schedule without longevity will have longevity transferred using the following formula: Four years experience on the existing salary schedule will equate to one step on the new salary schedule.

10. Mileage, Meals, and Lodging

Mileage, meals, and lodging will be reimbursed as per Glenn County Office of Education Travel Policy 3350.

11. Insurance (Deductible)

Refer to County Office of Education Travel Policy 3350. (Addendum)

12. Tools

The County Office agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

13. Safety Equipment

Should the employment duties of an employee in the bargaining unit reasonably require the use of any equipment or gear to insure the safety of the employee or others, the County Office agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring same. The need for such equipment will be determined by the County Office.

14. Physical Examinations

The County Office agrees to provide the full cost of any medical examination required as a condition of continued employment, including but not limited to the provisions outlined in Education Code Section 45122

or its successor.

15. Training

The County Office agrees to provide the full cost of any fees and the appropriate rate of pay for any training pre-approved by the County Superintendent or designee.

**ARTICLE XV - DISCIPLINARY PROCEDURE**

1. General

A. A unit member may be informally or formally disciplined by the County Office. Informal discipline for a non-permanent or permanent employee includes a range of disciplinary actions from a reprimand to dismissal. Formal discipline involves the suspension, demotion or dismissal of a permanent employee.

2. Reasons for Discipline

A. Following are some reasons that the County Office may deem sufficient for discipline. The list is not intended to be exhaustive.

Group 1

- 1) Unauthorized absences.
- 2) Unauthorized lateness to work.
- 3) Failure to perform regular or other assigned duties.

Group 2

- 4) Conviction of any criminal act involving moral turpitude.
- 5) Disorderly or immoral conduct while in a paid status.
- 6) Violation of any lawful order by a supervisor.
- 7) Insubordination.
- 8) Incompetency or inefficiency in performance of duties.
- 9) Intoxication while on duty.
- 10) Use of narcotics or drugs illegally.
- 11) Damage to or waste of County office property or supplies due to negligence or willful acts, or conversion of public property.
- 12) Violation of any of the County Office's regulations regarding duties, conduct, or performance of a classified employee.

13) Willful conduct tending to injure the public service.

14) Failure to perform regular or other assigned duties

3. Guidelines for Disciplinary Action

A. The following examples of reasons for which a unit member may be disciplined are divided into two groups. Those reasons listed in Group 1 are examples of potentially remedial work behaviors, which result in less than satisfactory employee performance. Any unit member exhibiting one or more behaviors of this type may be disciplined and encouraged to improve his/her performance so as to eliminate the risk of more severe discipline action. The offenses listed in Group 2 are examples of very serious offenses, which would warrant very severe disciplinary action.

The following examples are guidelines only and are not intended to cover every type of offense for which an employee may be disciplined. The examples of discipline are examples only and do not in any way limit the authority of the County Office to discipline an employee.

Examples of Group I Reasons

Examples of Discipline for Offenses

	<u>1<sup>st</sup></u>	<u>2<sup>nd</sup></u>	<u>3<sup>rd</sup></u>	
Unauthorized lateness to work		Reprimand	Reprimand	Suspension
		to	to	
		Suspension	Removal	
Unauthorized absences		Reprimand	Reprimand	Short
		To Short	Suspension	
		Suspension	to	
			Removal	
Failure to observe precautions		Reprimand	Reprimand	Suspension
for personal safety, posted rules,		to short	to	to
signs, written or oral safety		Suspension	Removal	Removal
instructions, or		to use protec-		
clothing or equipment				

Examples of Group II Reasons

Conviction of any criminal act involving moral turpitude )

- Disorderly or immoral conduct while in a paid status )
- Violation of any lawful order by a supervisor )
- Insubordination ) These offenses are very
- Incompetency or inefficiency in performance of duties ) serious and, depending on
- Intoxication while on duty ) the circumstances, may
- Use of narcotics or drugs illegally ) warrant severe discipline
- Damage to or waste of County Office property or ) up to and including re-
- supplies due to negligence or willful acts, or con- ) moval.
- version of public property )
- Violation of any of the County Office's regulations )
- regarding duties, conduct, or performance of a )
- classified employee )
- Willful conduct tending to injure the public services )

4. Procedure for Informally Disciplining an Employee

A. Informal disciplinary action may be imposed for corrective purposes and may include written reprimand and/or involuntary transfer to a vacant position.

1) The employee shall be given a written notice of the informal discipline (i.e. the written reprimand or the involuntary transfer notice).

2) Contents of the Written Reprimand/Notice:

The notice shall include but not be limited to the following:

- a) A statement in ordinary and concise language of the specific acts and/or omissions upon which the action is based.
- b) A statement of the improvement(s) or correction(s) required.
- c) A statement that the employee has the right to respond to the matters raised in the disciplinary action, both orally and in writing, prior to the end of the ten calendar days

following the date the written notice was served.

- d) A statement that the employee, upon request, prior to the end of the ten calendar days following the date the written notice was served, is entitled to appear personally before the County Superintendent or designee regarding the disciplinary action. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
- e) The Superintendent shall notify the unit member, within seven calendar days, of his/her final determination of the disposition of the disciplinary action and such decision shall not be subject to the grievance procedure.

5. Procedure for formally disciplining a Permanent Employee

A. Procedural Due Process - Predisciplinary Safeguards

- 1) Prior to taking formal disciplinary action the County Office shall give written notice to the unit member. This written notice of proposed formal disciplinary action shall be personally delivered or sent to the employee by certified mail at least ten calendar days prior to the date when formal discipline may be imposed. (Service by certified mail shall be deemed complete on the date of mailing.)
- 2) In emergency situations, when it is deemed appropriate to remove an employee from the job immediately, the employee will be placed on administrative leave not lose compensation prior to the date when disciplinary action is imposed by the County Office.

B. Contents of the Written Notice

- 1) The contents of the written notice shall include, but need not be limited to, the following:
  - a) A statement identifying the County Office.
  - b) A statement in ordinary and concise language of the specific acts and/or omissions upon which a proposed formal disciplinary action is based.
  - c) The specific formal disciplinary action proposed.
  - d) The reason(s) for the specific, formal disciplinary action proposed.
  - e) A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.

- f) A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten calendar days following the date the written notice was served.
- g) A statement that the employee, upon request, prior to the end of the ten calendar days following the date the written notice was served, is entitled to appear personally before the Assistant Superintendent of Human Resources regarding the matters raised in the written notice. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
- h) A statement that the County Office will notify the employee of its decision regarding formal disciplinary action within a reasonable period of time, and that no evidentiary hearing will be held unless a written demand for the hearing is delivered to the County Superintendent within fourteen calendar days after the employee is notified of the County Office decision.
- i) If there is a demand for a hearing within 14 calendar days a formal hearing before the Assistant Superintendent of Human Resources will be set within 30 days.
- j) A statement of the employee's right to a hearing, the time within which a hearing may be requested that shall not be less than five working days, and a form, signing and filing of which shall constitute a demand for a hearing and a denial of the charges. The notice may be served personally or by certified mail, return receipt requested, to the employee's last known address.
- k) If the employee does not respond within the stated time limit for requesting a hearing, the stated intended action shall be imposed.
- l) Upon receipt of a Denial and Request for a Hearing, the County Office will arrange for a hearing before the County Superintendent. The hearing date will allow the employee a minimum of five working days for preparation, but shall not be more than twenty working days from the date of the request.
- m) The employee must appear in person and may be represented by anyone of his/her choosing.
- n) All such hearings shall be conducted in closed session, unless a public hearing is requested by the employee.
  - o) Time limits stated may be extended upon mutual agreement of the County Superintendent and the employee.
- p) Upon the filing of the written demand, the unit member is entitled to a full evidentiary hearing conducted by the County Superintendent before the County Office's formal disciplinary action becomes final.
- q) By demanding a full evidentiary hearing, the employee waives the right to process the disciplinary action under the grievance procedure outlined in Article XIII entitled

"Grievance Procedure".

- r) After the hearing the Superintendent has 20 days to render a decision. The Superintendent may affirm, amend or deny the disciplinary action. The decision of the Superintendent is final.

#### **ARTICLE XVI - SAFETY CONDITIONS**

1. County Office Compliance  
The County Office shall conform to and comply with all health, safety and sanitation requirements, which from time to time are imposed by state or federal law or regulations adopted under state or federal law.
2. Suspected Child Abuse and Threats  
Bargaining unit employees shall report any suspected case of child abuse to the supervisor and proper local authorities. Threats and abuse to one's own person shall be immediately reported to the employee's supervisor and proper local authorities.
3. Non-Discrimination  
No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of this Article.

#### **ARTICLE XVII - CONTINUITY OF SERVICE**

1. It is agreed and understood that for the duration of this Agreement, CSEA will not conduct or condone any concerted activity and the County Office will not lock out any or all of the employees represented by CSEA.

### **ARTICLE XVIII - SAVINGS PROVISION**

1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
2. In the event of such invalidation of any portion of this Agreement, the parties agree to meet and negotiate regarding a replacement for such portion.

### **ARTICLE XIX - EFFECT OF AGREEMENT**

1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over County Office policies, practices and procedures and over state laws to the extent permitted by state law.
2. The rules, regulations, policies and practices of the County Office which are in effect at the time of this Agreement and which do not conflict with the terms of this Agreement or abridge the rights of employees under this Agreement shall remain in full force and effect unless changed by mutual agreement of the unit and the County Office.

## **ARTICLE XX - TERM**

1. This Agreement is made effective July 1, 2008, and shall remain in full force and effect up to and including June 30, 2011, except as expressly provided for in Article XXI entitled Reopener, and thereafter shall continue in effect year by year unless one of the parties notify the other in writing no later than May 1st of the request to modify, amend or terminate the Agreement the succeeding fiscal year.
2. This Agreement shall constitute the full and complete commitment between both parties. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
3. This does not preclude bargaining collectively for subsequent reopeners, new collective bargaining agreements, or any issue as required by law during the term of this Agreement.

## ARTICLE XXI - REOPENER

1. CSEA and the County Office shall have the right to reopen this Agreement on salary, employee benefits and one other article by giving notice in writing to the other party no later than May 1st of each contract year.
2. The parties, if they mutually agree to do so in writing, may negotiate any portion of the Agreement during the effective date of the Agreement.

## ARTICLE XXII.

### IMPLEMENTATION OF THE NO CHILD LEFT BEHIND ACT

#### **Section 1 Purpose of this Article**

This Article is entered into by the Glenn COE and CSEA (hereinafter "parties") for the purpose of resolving the impact and effects on Paraprofessionals (hereinafter paraprofessional) as a result of the COE's requirement to comply with the "No Child Left Behind Act of 2001" (hereinafter the "act") and "California Education Code Section 45330."

#### **Section 2 Definition of Paraprofessional**

For purposes of this Article a "Paraprofessional" shall be defined as a person who assists classroom teachers and other certificated personnel in instructing reading, writing and mathematics.

#### **Section 3 Identification and Analysis of Title I Paraprofessionals:**

The list shall contain the employee's name, classification, location date of hire, and the name of the certificated person that he/she assists. The list shall identify which, if any, educational, or proficiency requirement (i.e., assessment/test) the Paraprofessional has fulfilled.

The parties shall meet to review a plan of action for assisting each Paraprofessional that does not fulfill the requirements under the "Act."

#### **Section 4 Paraprofessional Requirements/Secondary School Diploma or Equivalent:**

All Paraprofessionals, as defined above, shall regardless of his/her date of hire, possess a secondary school diploma or its recognized equivalent and fulfill one additional requirement as stated in Section below by June 30, 2006.

- (1.) If a Paraprofessional does not possess a secondary school diploma or its equivalent, the Glenn COE will provide tutorial assistance in order for the employee to prepare for a secondary school equivalency examination. He/She shall be allowed to take the examination 3 times. All costs of the tutorial assistance and examination shall be borne by the employer.

### **Section 5 Educational or Proficiency Requirements:**

Pursuant to the "act" and Education Code Section 45330, all Paraprofessionals, as defined above, shall fulfill or have been deemed to have fulfilled one of the below stated requirements by June 30, 2006.

- (1.) A Paraprofessional completed or will complete at least 48 semester hours of study at an accredited institution of higher education.
- (2.) A Paraprofessional possesses or will possess an Associates Degree or higher from an accredited institution of higher education.
- (3.) A Paraprofessional has, through a proficiency assessment and/or test, been deemed to possess the knowledge and the ability to assist in instructing reading, writing and mathematics.
  - (a.) The parties shall reach agreement on the assessment and/or test to be applied to unit members hired on or after January 1, 2002.

### **Section 6 Paraprofessional Hired *Before* January 1, 2002**

The Glenn COE and CSEA agree that all Paraprofessionals, as defined, hired before January 1, 2002, will meet the requirements established under the "Act." Any Paraprofessional hired before January 1, 2002, who does not meet a requirement of Section 5 (1) or 5(2) above, shall be deemed to have met the requirement under Section 5 (3) above, and he/she shall not be required to undergo any further assessment for the purpose of fulfilling the proficiency requirements under the "Act."

### **Section 7 Proficiency Assessment and/or Test**

- (a.) Paraprofessionals can achieve NCLB compliance by
  - 1) Completing math, reading and writing class content at 80% proficiency level
  - 2) Completing authentic assessment (rubric) of ability to instruct in math, reading and writing.
    - (b) Prior to administering any proficiency assessment and/or tests, eligible Paraprofessionals shall be provided the opportunity to receive training, which is specific to the content of the assessment and/or test including a practice test.
    - (c) A Paraprofessional shall be entitled to take the proficiency assessment and/or test twice, (the second time with accommodations).
    - (d) Any cost of a Paraprofessional proficiency assessment and/or test and pre-requisite training shall be borne by the COE.
    - (e) Paraprofessionals hired prior to January 1, 2002 shall have until June 30, 2006 to complete the requirements of the "Act."

### **Section 8 Title I Paraprofessional Ineligibility/Administrative Layoff**

In the event of a "Title I" Paraprofessional is unable to meet the requirements by June 30, 2006, he/she shall be ineligible to hold a "Title I" Paraprofessional position until such time he/she has successfully completed the educational or proficiency requirements.

#### **Layoff As a Result of Ineligibility**

In the event a Paraprofessional is laid off, he she shall be laid off in accordance with the provisions of (Education Code Section 45298 and 45308). The parties shall meet and negotiate the impacts and effects of the layoff.

### **Section 9 New Paraprofessional Employee**

Any Paraprofessional that has been hired since January 1, 2002 has been considered a "new" employee of the Glenn COE and has been required to, at the time of his/her application of employment, meet the requirements of the "Act." Any Paraprofessional hired in the future will also be considered a "new" employee and be required to meet the requirements of the "Act" at the time of his/her application of employment.

## Section 10 Grievances

Any dispute that arises in the administration of this article shall be subject to the express terms of the collective bargaining agreement Grievance Procedure, Article VIII.

### ARTICLE XXIII - DEFINITIONS

1. Bargaining unit seniority is secured by hours in paid status in a class or classes included in the bargaining unit.
2. Bumping right is the right of an employee, under certain conditions, to displace an employee with less seniority in a same class.
3. Class is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
4. Class Description is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
5. Classification is that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
6. Demotion is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate or an assignment to an undesirable position.
7. Differential is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, and hours of employment or distasteful or hazardous work.
8. Employee benefits means any form of insurance or similar benefit programs, including but not limited to, medical, dental, and vision.
9. Fiscal Year is July 1 through June 30.
10. Hire date seniority is secured from the first day in paid status.
11. Incumbent is an employee assigned to a position and who is currently serving in or on leave from the position.

12. Industrial accident or illness is an injury or illness arising out of or in the course of employment with the County Office.
13. Involuntary demotion is a demotion without the employee's voluntary written consent.
14. Leave and transfer articles means any article concerning any form of employee leave or transfer, including but not limited to sick leave, vacations, personal leave, industrial accident or illness leave, holidays, or transfer of an employee from one site to another.
15. Minimum qualifications are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
16. Notice Whenever formal notice is required under this Agreement, and no form of notice is otherwise designated, written notice to the County Office shall be by personal delivery to the Office of the Superintendent, or first class mail notice to the Office of the Superintendent; notice to CSEA shall be written notice personally delivered to the President of CSEA or first class mail notice directed to the President of CSEA at his/her home address.
17. Permanent employee is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve months of service beyond the initial date of employment by the County Office.
18. Probationary employee is a regular employee who will become permanent upon satisfactory completion of the prescribed probationary period.
19. Promotion is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
20. Reallocation is a movement of an entire class from one salary range or rate to another salary range or rate.
21. Reclassification is an upgrading of a position to a higher class as a result of the increase of duties and/or responsibilities being performed by the incumbent in such position.
22. Reemployment is the return to duty of an employee who has been placed on a reemployment list.
23. Reemployment list is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine months, said list arranged in order of their right to reemployment.
24. Regular employee is any employee, whether permanent, probationary, full-time or part-time, who is not a

restricted, substitute, short-term, or student employee.

25. Restricted employee is an employee hired pursuant to any local, state, or federally-funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this Agreement.
26. Safety conditions of employment means any work-related condition affecting the health, safety, or well-being of the employee.
27. Salary rate is a specific amount of money paid for a specific period of service.
28. Salary schedule is a series of salary steps and ranges, which comprise the rate of pay for all classes.
29. Salary step is one of the salary levels within the range of rates for a class.
30. School year is the period when students are normally required to be in attendance and include all recess periods falling within that time span except summer school.
31. Seniority in class is based on the date of hire in the classification.
32. Short-term employee is a person hired for a specific temporary project of limited duration which, when completed, shall not longer be required. Employee would be hired with definite start and ending date.
33. Substitute employee is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
34. Summer School is that period when schools are in session between June and August, which falls outside the regular school year.
35. Voluntary demotion is a demotion agreed to in writing by the employee and the County Office.
36. Working hours. All hours in paid status shall be considered working hours.

#### **AGREEMENT RATIFICATION**

The Agreement was ratified by the Association and the County Office on:  
Westside Chapter #718, California

SCHOOL EMPLOYEES ASSOCIATION

GLENN COUNTY SCHOOLS

By: \_\_\_\_\_  
Bargaining Team Chairman

By: \_\_\_\_\_  
County Superintendent of Schools

By: \_\_\_\_\_  
Bargaining Team Member

By: \_\_\_\_\_  
County Office Negotiator

Date: \_\_\_\_\_

**ATTACHMENT A**

**ATTACHMENT B**

**Glenn County Office of Education**

CLASSIFIED PERSONNEL    rEVALUATION    rOBSERVATION REPORT

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
School: \_\_\_\_\_ Position: \_

Please record a comment for each area/Review Guide Sheet before commenting

**A. Quantity**

Evaluatee Comments:

I think that I:

Evaluator Comments:

**B. Quality**

Evaluatee Comments:

I think that I:

Evaluator Comments:

**C. Work Habits**

Evaluatee Comments:

I think that I:

Evaluator Comments:

Page 2 of 3

**D. Personal Relations**

Evaluatee Comments:

I think that I:

Evaluator Comments:

**E. Adaptability**

Evaluatee Comments:

I think that I:

Evaluator Comments:

**F. Initiative**

Evaluatee Comments:

I think that I:

Evaluator Comments:

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**G. Supervising Students**

(for those to whom it applies)

Evaluatee:

Evaluator:

A Conference was held concerning this observation:      Date: \_\_

Evaluator: \_\_ Date: \_\_

Circle: Primary / Advisory

Evaluatee: \_\_ Date: \_\_

Evaluatee intends to file a response form:      Yes      No

Recommendations / Commendations:

\_\_\_\_ Plan for improvement is attached.

\_\_\_\_ Professional Growth Plan is attached.

\_\_\_\_\_  
Primary Evaluator      Date      My signature on this evaluation summary indicates that I have read it.

\_\_\_\_\_  
Advisory Evaluator      Date      \_\_\_\_\_  
Evaluatee's Signature      Date

The Evaluatee has five (5) working days to respond to any comments.

Professional Growth Plan

Employees Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ Primary Evaluator \_\_\_\_\_

Advisory Evaluator \_\_\_\_\_

Goal/goals:

Objectives

\_\_\_\_\_  
Department Director

Glenn County Office of Education  
CLASSIFIED PERSONNEL EVALUATION  
(PLAN FOR IMPROVEMENT)

DIRECTIONS: Any employee who has areas needing improvement or which are unsatisfactory must develop a Plan for Improvement with the employee's supervisor. The supervisor lists the areas needing improvement and both the supervisor and employee indicate what each agree is necessary to implements the plan, and by when.

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ Primary Evaluator: \_\_\_\_\_

Advisory Evaluator: \_\_\_\_\_

Areas needing Improvement:

The Employee agrees to:

The Evaluator agrees to:

By (Date): \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Primary Evaluator's Signature

Advisory Evaluator's Signature