AGREEMENT

Between The
Glenn County Superintendent of Schools –
Child and Family Services

and

Child and Family Services United –
Chapter 866, California School
Employees’ Association

California School
Employees Association

AFL-CIO

Effective July 1, 2020 through June 30, 2023
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ARTICLE 1 - AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Glenn County Office of Education, Child and Family Services (hereafter referred to as “County Office”) and Child and Family Services United – Chapter 866 California School Employee Association (hereafter referred to as “CSEA”).
ARTICLE 2 – REPRESENTATION

1. **Recognition.** The County Office confirms its recognition of CSEA as the Exclusive Representative for all Department of Child and Family Services – Children’s Services Division employees, and acknowledges that CSEA is the Exclusive Bargaining Representative for these permit (positions requiring a Child Development Permit issued by the California Teacher Credentialing Program) and classified employees and all newly created positions in the bargaining unit: but excludes home visitors, management, confidential supervisory, office/technical, non-represented, substitute and short-term personnel.

2. **Dues.** Any employee who is a member of Chapter 866 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.

   A. The Superintendent shall not interfere with the terms of any agreement between CSEA and GCOE employees regarding that employee’s membership in CSEA, including but not limited to, automatic yearly renewal.

   B. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

   C. The Superintendent shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

   D. The Superintendent shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative. The Superintendent shall obtain CSEA’s approval before processing any revocation request.

   E. The Superintendent shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

   F. There shall be no charge by the Superintendent to CSEA for regular membership dues deductions.

   G. CSEA agrees to furnish any information needed by the Superintendent to fulfill the provisions of this Article.

3. **Membership Information**

   A. The Superintendent shall take all reasonable steps to safeguard the privacy of CSEA members’ personal information as required by law.

   B. The Superintendent utilizes/employs available reasonable means to minimize spam and/or junk email.
4. **Hold Harmless Provision**

A. CSEA agrees to indemnify and hold harmless the Superintendent, its officers and agents, for any claims arising from the Superintendent’s compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

B. The Superintendent shall confer in good faith.

C. CSEA shall have the exclusive right to decide and determine whether any such action is relevant to 2.4.1.
ARTICLE 3 – 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 that being an equal opportunity employer is beneficial to the County Office, the employees and the community. The County Office is an equal opportunity provider and employer.
ARTICLE 4 - 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 County Office 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 Director, 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 a site representative is to be CSEA's representative at that site to receive and distribute information.

4. Child and Family Services shall grant release time at the discretion of the Director 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 attend meetings, not to exceed a total of five (5) days within the program year, outside the County Office, provided he/she makes arrangements no less than two (2) 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 Child and Family Services.

5. Child and Family Services 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 employee's 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 seniority roster which includes hire date by "classification" of all bargaining unit employees within thirty (30) days of the effective date of this agreement and once a year (emailed) by March 15 thereafter. A printed copy of the seniority roster will be made available to each member on request annually. 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 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.

11. The Association shall be granted a total of five (5) days release time for the purpose of attending the annual CSEA Conference, if the conference does not conflict with mandated training or job duties. The member may request in writing to use a combination of previously accrued days (i.e., non-work, personal necessity, vacation). The member may also elect to use time-off without pay.
ARTICLE 5 - COUNTY OFFICE RIGHTS

1. It is understood and agreed that the County Office (Child and Family Services) 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) ensure 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 6 – HOURS

1. **Work Schedule for Full-Time Employees**
   A. The work week is based on an eight (8) hour day and a forty (40) 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 Director to meet reasonable time demands during the school term, or school holidays and during the summer months.

2. **Overtime – Classified Only**
   A. Any hours, which an employee works beyond forty (40) hours per week, shall be compensated at one (1) and one-half (1/2) hour’s compensatory or paid time for every hour of overtime worked. Overtime is to be worked only upon the authorization of the Director 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 (5) days for an employee having an average workday of four (4) or more hours per day. Such employees shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following commencement of the work week at a rate equal to one (1) and one-half (1/2) hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by Child and Family Services. An employee having an average workday of less than four (4) hours during a work week shall, for any work required to be performed on the seventh (7th) day following the commencement of their work week be compensated at a rate equal to one (1) and one-half (1/2) hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by the County Office.

   C. Compensatory 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 and must be used first.

   D. Any employee shall have the right to reject any offer or request for overtime, with the exception of emergency situations.

3. **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. **Flextime**
   Scheduling arrangement “flextime” may be applied to full-time and part-time positions that permit variations in an employee’s hours during a day, start or departure time. Flextime may be used to permit variations in an employee’s daily work hours. With the approval of
a program supervisor, usage of flextime due to monthly parent meetings, mandated and, specialized training, must be scheduled and used within sixty (60) calendar days from the date of the meeting. In addition, employees may, with the approval of their supervisor, take up to a maximum of two (2) hours off for special circumstances and make up an equal amount of time during the same calendar month. If flex hours cannot be used, arrange with manager or supervisor to extend on an individual basis as appropriate.

5. **Extra Hours**
   Unit members will be paid based on their current hourly rate of pay for “extra hours” identified by the Director, when attending mandated and specialized training (i.e., CPR, CLASS) or for participating in a “leadership opportunity.” Extra Hour pay will be paid on the tenth of the month upon completion of the activity per the training sign-in sheet or leadership agreement.

6. **Minimum Call-In and Call Back Time**
   Minimum call-in and call-back time will not be less than two (2) hours plus travel time at the appropriate rate of pay for an employee called in or called back to work. Any employee in the bargaining unit who is required by the County Office to work an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

7. **In-service Days**
   Any day after the start of school, granted as a training day, institute or parent conference day, is a regular workday for all employees who are a part of the bargaining unit.

8. **Lunch Periods**
   Any employee working six (6) hours or more per day shall be given a duty-free unpaid lunch period, the duration of which shall not be less than thirty (30) minutes. The duration of the lunch period and the time at which it is taken shall be arranged with the immediate supervisor.

9. **Rest Breaks**
   A. Employees shall be entitled to a fifteen (15) minutes break for each four (4) 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.

10. **Seniority**
    Seniority will be based on the date of hire and the number of years in the classification.
ARTICLE 7 – HOLIDAYS (CLASSIFIED)

1. Classified 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
   Martin Luther King Day      Veterans Day
   Lincoln's Day              Thanksgiving Day
   Washington's Day           Day after Thanksgiving
   Memorial Day               Day before Christmas
   Independence Day           Christmas

   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.

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 8 - LEAVES

1. Child and Family Services Right to Grant Leave

2. Vacation Leave - Classified Only
   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 not to exceed ten (10) days per year
      - 5 through 12 full years of service not to exceed fifteen (15) days per year
      - After 12 years of service and longer not to exceed twenty (20) days per year

   B. Vacation accrual will be prorated based on employee Full Time Equivalent.

   C. All vacations should be taken during the school vacation, 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 ten (10) working days prior to taking such leave. Aides paid on a ten (10) or eleven (11) month pay schedule will receive earned vacation pay in monthly check. Days taken off during the work year with prior approval of the supervisor will be unpaid.

   D. All vacation time earned will be used or paid within the same year it is earned.

3. Sick Leave
   A. For a fiscal year of service, every employee employed full time twelve (12) months shall be entitled to twelve (12) days leave of absence for illness or injury.

   B. If an employee works less than five (5) 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. Sick accrual will be prorated based on employee Full Time Equivalent and the number of days worked in a year, thus sick leave is earned based on days/hours worked.

   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. Sick leave absences of any type shall be documented on the form provided by the County Office. Child and Family Services reserves the right to require proof of sick leave absences that exceeds three (3) days. Any 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 twelve (12) hours before his/her regular shift. Any employee with excessive absences, or an unusual absence pattern, may be required to submit a medical certificate verifying his/her illness or injury for any subsequent days of absence.

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 (5) 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 for a maximum of five (5) months.

1) Holidays occurring during sick leave are considered as paid holidays for classified and holidays without pay for permit employees.
2) Sick leave credit is earned during a period of sick leave.
3) Child and Family Services 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 employee of any school district or county superintendent of schools who has been employed for a period of one (1) calendar year or more whose employment is terminated 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 termination 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 are entitled to Industrial Accident or Illness Leave subject to the following:

   1) Allowable leave shall be for sixty (60) working days in any one (1) fiscal year for any one accident or illness. Additional time beyond sixty (60) working days may be granted at the discretion of the County Superintendent or Director.
   2) Allowable leave shall not be accumulated from year to year.
   3) Leave will commence on the first (1st) day of absence.
   4) Payment for wages lost on any day shall, when added to an award granted to 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 (1) 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 (60) 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 (Child and Family Services) 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 reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) 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 reemployment list who has been medically released for return to duty and who fails to accept an appropriate assignment after two (2) offers of employment shall be removed from the re-employment list.

5. **Workers' Compensation Insurance**
   A. Each employee is covered, at County Office expense, by Workers' Compensation Insurance for workplace injuries.

   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 Superintendent shall provide for leave from duty for any unit member covered by this Agreement who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. The aforementioned shall be treated as an illness for the purpose of sick leave. Accumulated sick leave shall 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 unit member shall resume duties, shall be determined by the unit member's physician. Maternity leave shall begin according to a submitted doctor's note.

   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.

   D. A unit member on maternity leave will be allowed to use any or all of the sick leave she has accumulated.

7. **Parental Leave**
   Definition of Parental Leave: For the purpose of this section "parental leave" is defined as leave for reason of the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

   A. All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilized parental leave. There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.

   B. All employees who meet the eligibility requirements are entitled to 12 workweeks of parental leave in any 12-month period. When both parents of the child are employed by the Employer, the parents will be limited to a total of 12 workweeks of parental leave between the two of them.

   C. The employee is entitled to take parental leave in an intermittent period within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period.
D. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year.

E. The employee must first use his or her regular accrued paid sick leave, and then when this accrued leave is exhausted, the employee is entitled to get differential pay, for a total of 12 workweeks in any 12-month period.

F. Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

8. 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, and any dependent person living in the immediate household of the employee.

   B. Upon verification of need, the Superintendent, Director or designee will grant two days out-of-state, or for distances greater than two-hundred and fifty (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.

9. Personal Necessity Leave
   A. A bargaining unit employee may elect to take up to eight (8) 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 authorization, although an employee will be required to inform the Superintendent, Director 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 authorization 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) 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 personal 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, the Director or his/her designee.

10. 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. 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 (Child and Family Services), except that any travel pay and reimbursement for meals shall be kept by the employee.

11. Miscellaneous
   A. Each absence must be reported on a timesheet and filed with the immediate supervisor upon the employee's return to work. The timesheet must specify the reasons for the leave.

   B. The Director 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 (4) hours) or a full day basis (if more than four (4) hours but less than eight (8) hours) for full time employees. Part time unit members may take leaves of absence in one-half (1/2) day increments.

   D. No benefits provided under this Article shall be used for any concerted activity.
ARTICLE 9
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 (Child and Family Services), 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 sixty (60) 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 classification in which the layoff occurs. The employee, who has been employed the shortest time in a classification, plus higher classifications, 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 classification, 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) An employee whose position has been eliminated may elect to displace (bump) another employee with less seniority within the classification using the following criteria and in this order:
      a) the least senior employee with the same number of hours per year without regard to the work year calendar;
      b) the least senior employee with the closest number of hours per year without regard to the work year calendar;
      c) if there are no employees less senior with the same or lower number of hours per year, then the employee shall displace (bump) the least senior employee without regard to the number of hours and without regard to the work year calendar.
      d) if the employee is the least senior person in the classification being eliminated and has obtained permanency in a previous classification, he/she may displace (bump) into that previous classification in accordance with the appropriate collective bargaining agreement.

   3) When, as a result of the expiration of a specifically funded program, positions must be eliminated at the end of any school year and 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 at least a sixty (60) calendar day written notice informing them of their layoff effective at the end of such school year (defined as June 30) 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 sixty (60) calendar days prior to the effective date of their layoff.

Nothing provided in Sections I.A.1. and/or I.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 certificated (permit) or classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the County Superintendent or Director, without the sixty (60) day written notice specified in Sections I.A.1. and I.A.2. of this Article.

4) No temporary or probationary 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 Child and Family Services by the affected employee not less than sixty (60) day notice (except in an emergency situation as stipulated in Education Code Section 45117) prior to the effective date of the layoff.

C. Reemployment 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 reemployment 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 worksite transfers (provided such a transfer would not violate the Education Code rights of those on the reemployment list) have been considered, an employee who has been laid off and is on a reemployment 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 Child and Family Services, 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 reemployment 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 Child and Family Services. This section is not intended to negate the employee's right to remain on the appropriate reemployment 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 Child and Family Services 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 either State Teachers Retirement or the Public Employees' Retirement System. The employee's name will be placed on a reemployment 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) termination due to layoffs, will have their existing levels of medical health, dental and life 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.
ARTICLE 10 - EVALUATION PROCEDURE

It is the intent of the Glenn County Office of Education, Child and Family Services that performance evaluation shall be used as a tool for providing effective means of communication through which the evalutee 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.

1. The performance of all permanent bargaining unit members shall be evaluated once during the program year.

2. Evaluations shall be made based upon the professional judgment, including direct observation, program personnel input and cumulative knowledge of the immediate supervisor. The evaluation shall not be based upon hearsay.

3. The employee shall have the opportunity to review their evaluation no less than three (3) days prior to meeting to 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, (Child and Family Services) copy of the evaluation. If this is to be done, the statement must be submitted to Child and Family Services within ten (10) business days of receipt of the employee's copy of the evaluation.

4. After reviewing and discussing the written evaluation with the evaluator and/or supervisor 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.

5. Nothing under this Article shall be construed to make the contents of the evaluation subject to the grievance procedure in this Agreement.
ARTICLE 11 - PERSONNEL FILES

The personnel file of each employee shall be maintained at the Child and Family Services Human Resource Office. Employees shall be provided with copies of any derogatory written material to be 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, if submitted within ten (10) workdays, shall be attached to the derogatory material.

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 authorized clerical personnel, the Director or the Superintendent of Schools, 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 if authorized by the employee.
ARTICLE 12 - ASSIGNMENT, REASSIGNMENT
TRANSFER AND PROMOTION

1. Assignment, Reassignment and Transfer

A. The Director 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 Child and Family Services. 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 (5) 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 in the classification;
   5) interest in Child and Family Services.

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 (10) 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 one (1) year following the involuntary transfer.

D. A regular employee temporarily reassigned to a position in a higher salary classification shall receive differential pay of 5%, or be temporarily compensated using "Step A" of the salary schedule for that classification, whichever is higher, while working in the higher classification that requires more responsibilities. After the sixth day, working out of assignment in the higher classification, the employee will receive retroactive pay from the first day of the reassignment.

E. If a permanent employee is promoted to another classification, the employee must complete a six (6) month probationary period in the new classification in which the employee is working. The County Superintendent or designee may dismiss an employee during the probationary period. If dismissed during the probationary period, an employee may return to his/her previous classification.

F. 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 (to include clarification of tasks and compensation) of said temporary assignment by the employee, employee's supervisor and subject to approval by the County Superintendent or his/her designee.

G. When a new position is created or an existing position becomes vacant, Child and Family Services shall first consider bargaining unit employees serving in the same classification. All vacancies shall be posted by Child and Family Services for not less
than six (6) 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 Child and Family Services, Human Resource Representative. The Director 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.

H. Child and Family Services 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.

2. Promotion
   A promotion is defined as the upward movement of a unit member from a position in one classification to a position in another classification with a higher salary range designation.

   A. Child and Family Services 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 job vacancies shall be posted in each classroom and at the Willows/Orland Administration Buildings. Job vacancies notices will be mailed to the home address of each employee in Child and Family Services United – Chapter 866 CSEA during school recesses. The job vacancy notice shall provide a period of six (6) 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; regular assigned work shift times; days per week and months per year assigned to the position; 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 to the Human Resources Representative 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 (5) working days following the completion of the filing period, the Human Resources Representative shall notify the unit member applicant, in writing, about the outcome of the selection process.
ARTICLE 13 - EMPLOYEE BENEFITS

1. For the duration of this agreement the Glenn County Office of Education, Child and Family Services will pay for all qualified employees (working thirty (30) or more hours per week) per employee monthly up to:

a) $475.70 for medical
b) $40.05 for dental
c) 100 percent of the life insurance coverage ($25,000)
d) employees are responsible for 100 percent of the cost ($7.21) of vision coverage offered

Qualified employees will be responsible for the cost of dependent coverage for the medical and dental plans.

The eligible employees will be responsible to pay for increases in the medical and dental premiums that are above the established cap subject to negotiations.

2. New employees who qualify will be able to obtain health benefits (medical, dental vision, and life insurance) beginning the first (1st) of the month following a 30 day waiting period.

3. Unit members working less than thirty (30) hours per week are not eligible for the above benefit package.

4. If an eligible unit member does not desire coverage, he/she must notify the Human Resource Representative in writing.

5. Any combination of hours worked in various permanent positions for the County Office shall receive the same benefits as an employee working in one (1) position.

6. If an employee takes a temporary assignment at the request of the employer, he/she shall not be penalized by losing any benefits.

7. There will be open enrollment for health, dental and vision coverage in October of each year.
ARTICLE 14 – RETIREMENT BENEFITS

1. For Retirees - Child and Family Services agrees to provide the same medical, dental, vision and life insurance benefits following retirement to employees retiring, as is provided unit members under the following conditions:

   A. Unit members must have reached the age of 55.
   B. Unit member have the following years of consecutive service with the Glenn County Office of Education:
      a) 1 year of benefits at 10 years
      b) 2 years of benefits at 15 years
      c) 3 years of benefits at 20 years
      d) 4 years of benefits at 25 years
      e) 5 years of benefits at 30 years

   C. Cessation of health 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.

   D. If the unit member qualifies for Medicare during the years of coverage, the County Office will pay for all supplemental costs up to the cost covered by the fringe benefit package for active unit members.

   E. Retirees may elect to continue to purchase the medical plan and at age 65 the Medicare rates with Medicare 14 A & B through the Glenn County Office of Education if they have met the criteria in sections 104 A and B above.

2. For retirees working less than 10 years with the Glenn County Office of Education have the option to purchase the benefits.

3. Transition Coverage
   A. Pursuant to Federal Law (COBRA), an employee who resigns, is laid off, or is terminated 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, Vision and Life Insurance coverage.

   B. Pursuant to Federal Law in certain circumstances, an employee’s 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 15—GRIEVANCE PROCEDURE

1. **Definition**
   A. A "grievance" is a claim by a member of the bargaining unit or CSEA that there has been a violation of the specific terms of this contract.
   B. A "grievant" is any employee of the County Office (Child and Family Services) 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 Child and Family Services to adhere to time limits gives the grievant the right to proceed to the next level.
   E. "Workdays" 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 but is encouraged to meet at the informal level without representation. 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)
      1) 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
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 Director 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 Schools Superintendent. 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.

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 16- 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 Appendices (A and B) 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 permit 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.

3. **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.

4. **Lost Checks**
   The County Schools Office will get lost paychecks in a timely manner.

5. **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.

6. **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 ensure a pay increase as a result of that promotion.

7. **Longevity Pay**
   Longevity is defined as years of service with the County Office of Education (Child and Family Services). 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 employee assuming a new position on a different salary schedule 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.
8. **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.

9. **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 Director or designee.  (Applies to trainings
   during regular workday, see Article VI, Hours, Extra Hours, for trainings during non-work
   hours or leadership opportunities)
ARTICLE 17- DISCIPLINARY PROCEDURE

1. General
   A. A unit member may be informally or formally disciplined by the County Office (Child and Family Services). Informal discipline for a non-permanent or permanent employee includes a range of disciplinary actions from verbal to written reprimand. Formal discipline involves the suspension, demotion or dismissal of an employee.

2. Reasons for Discipline
   A. Following are some reasons that the County Office (Child and Family Services) may deem sufficient for discipline. The list is not intended to be exhaustive.

   Group 1
   - Unauthorized absences.
   - Unauthorized lateness to work.
   - Failure to perform regular or other assigned duties.

   Group 2
   - 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.
   - Incompetency or inefficiency in performance of duties.
   - Intoxication while on duty.
   - Egregious Misconduct under AB215 immoral conduct, sexual abuse, substance abuse/use of narcotics or drugs illegally. child abuse, and neglect
   - Damage to or waste of County office property or supplies due to negligence or willful acts, or conversion 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 service.
   - Violation of Health and Safety Regulations under Child Care Licensing endangering the safety of children
   - 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 (2) 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 (1) 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 disciplinary 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 a unit member may be disciplined. The examples of discipline are examples only and do not in any way limit the authority of the Director of Child and
Family Services to discipline unit members.

<table>
<thead>
<tr>
<th>Examples of Group 1 Reasons</th>
<th>Examples of Discipline</th>
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<tbody>
<tr>
<td>Unauthorized absences</td>
<td>1st Offense: Reprimand</td>
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<td>2nd Offense: Reprimand To Short Suspension</td>
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<td></td>
<td>3rd Offense: Short Suspension To Removal</td>
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<tr>
<td>Unauthorized lateness to work</td>
<td>1st Offense: Reprimand</td>
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<td>2nd Offense: Reprimand To Suspension</td>
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<td></td>
<td>3rd Offense: Suspension To Removal</td>
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<tr>
<td>Failure to observe precautions for personal safety, posted rules, signs, written or oral</td>
<td>1st Offense: Reprimand To Short Suspension</td>
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<td>safety instructions, or to use protective clothing or equipment</td>
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<td></td>
<td>2nd Offense: Reprimand To Removal</td>
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<td></td>
<td>3rd Offense: Suspension To Removal</td>
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<tr>
<th>Examples of Group 2 Reasons</th>
<th>Examples of Discipline</th>
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<tr>
<td>Conviction of any criminal act involving moral turpitude</td>
<td>These offenses are very serious and, depending on the circumstances, may warrant severe discipline up to and including removal</td>
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<td>Disorderly or immoral conduct while in paid status</td>
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<td>Violation of any lawful order by a supervisor</td>
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<td>Violation of any of the County Office’s regulations regarding duties, conduct, or</td>
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<td>Willful conduct tending to injure the public services</td>
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4. **Procedure for Informally Disciplining an Employee**
   A. Informal disciplinary action may be imposed for corrective purposes.

   1) The unit member 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.

   3) A statement that the unit member 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 (10) calendar days following the date the written notice was
      served.

   4) A statement that the unit member, 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 Director or designee regarding the disciplinary
      action. At such meetings, the employee shall be granted a reasonable
      opportunity to make any representations the unit member believes are
      relevant to the case.

   5) The Director shall notify the unit member, within seven (7) 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 Imposing Disciplinary Action on a Unit Member**
   
   A. **Investigative Conference**
      Except in cases where the unit member is placed on administrative leave with pay, a
      unit member against whom disciplinary action is being considered shall be scheduled to
      attend an investigative conference with the Human REsources Director or his/her
      designee.

      a) At such conference, the unit member shall be informed orally of the specific
         disciplinary action being considered, as well as the reasons, and be given an
         opportunity to respond.

      b) The unit member may be represented at such conference by a representative
         of his/her choice. Failure of the unit member to attend the meeting shall not
         invalidate any disciplinary action imposed pursuant to this Article.
B. "Skelly Hearing Notice" and Hearing Three (3) Days

1) Prior to a suspension without pay for three (3) days, (including a recommended termination), the Director shall give written notice to the unit member.

2) At a time not less than five (5) calendar days after the written notice of disciplinary action was personally delivered or sent to the unit member by certified mail, return receipt requested, the unit member shall be scheduled for a "Skelly Hearing". At the "Skelly Hearing," the unit member shall be given the opportunity to respond to the charges.

3) The unit member may be represented at the "Skelly Hearing" by a representative of his/her choice.

4) When reasonably possible, the "Skelly Hearing" shall take place before a reasonably impartial and non-involved reviewer who possesses the authority to recommend a final disposition in the matter.

C. Contents of Written Notice (All Disciplinary Actions)

The contents of a written notice of disciplinary action shall include, but need not be limited to, the following:

1) A statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;
2) A statement of the cause, or causes, for the action taken;
3) If it is claimed that the unit member has violated a rule or regulation of the Superintendent a statement of the rule or regulation;
4) A statement of the discipline proposed, including beginning and ending date(s) if appropriate;
5) A statement that the unit member may file a request for hearing before the Superintendent or his/her designee within ten (10) work days after service of the written notice;
6) A statement that if the unit member does not respond pursuant to (5) above, the Superintendent will impose the discipline as noticed.

D. Immediate Effect

1) Notwithstanding other provisions of this Article, a unit member against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing when the Director determines that his/her presence would be detrimental to the welfare of the County Office, the pupils, the public, or other employees of the County Office.

2) This verbal notification shall be followed by service upon the unit member of the written notice as set forth in (Article 14.5.3.).

E. Representation

The unit member may request the presence of a representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.
F. Hearing Before the Superintendent or designee

1) If the unit member serves with a recommendation for disciplinary action files a timely request for hearing, the Superintendent may conduct such hearing himself/herself or may appoint a designee to conduct such a hearing.

   a) Such designee may include, but is not limited to, a hearing officer (e.g., an Administrative Law Judge obtained through the Office of Administrative Hearings).

   b) Any decisions rendered by such a designee shall be advisory to the Superintendent.

2) If a unit member requests a hearing and subsequently fails to appear at such hearing, the unit member shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the unit member, based upon the recommendation for disciplinary action previously served upon the unit member.

3) In the event that a unit member will not be able to attend his/her hearing, the unit member must request that the Superintendent reschedule the hearing on the basis of "good cause."

4) The hearing shall be conducted in closed session unless the unit member requests a public hearing. The Superintendent or his/her designee may deliberate in the absence of the unit member and the County Office administration.

5) At such hearing, the unit member shall be entitled to appear personally, to be represented by a person of his/her choice, to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the County Office.

6) The Superintendent's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

G. General Provisions

1) Suspensions pursuant to this Article shall not reduce or deprive the unit member of seniority or health benefits.

2) Nothing in this Article shall limit the Superintendent's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.
ARTICLE 18 - 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 proper local authorities. Threats and abuse to one's own person shall be immediately reported to the employee's supervisor.

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 19 - 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 20- 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 21- 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 (Child and Family Services) 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 22- TERM

1. This Agreement is made effective July 1, 2020, and shall remain in full force and effect up to and including June 30, 2023, except as expressly provided for in Article (23) entitled Reopener, and thereafter shall continue in effect year by year unless one of the parties notify the other in writing no later than March 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.

3. 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.

4. 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 23 – REOPENER

1. CSEA and the County Office Child and Family Services shall have the right to reopen this Agreement on salary, employee benefits and two other articles by giving notice in writing to the other party no later than March 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 24- DEFINITIONS

1. Bumping right is the right of an employee being laid off, to displace an employee with the least seniority in the same classification.
2. Classification is a position in the bargaining unit which includes employees with the same job title, minimum qualifications, duties, and responsibilities.
3. Classified: is a designated position that does not require either a credential or permit issued by California Commission on Teacher Credentialing.
4. Demotion is a change in assignment of an employee from a position in one classification to a lower paying.
5. Differential is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, and hours of employment.
6. Director refers to the Director of Child and Family Services.
7. Employee benefits means any form of insurance or similar benefit programs, including but not limited to, medical, dental, and life.
8. Fiscal Year is July 1 through June 30.
9. Hire date seniority is secured from the first day in paid status.
10. Industrial accident or illness is an injury or illness arising out of or in the course of employment with the County Office.
11. Involuntary demotion is a demotion without the employee’s voluntary written consent.
12. Leave articles means any article concerning any form of employee leave including but not limited to sick leave, vacations, personal leave, industrial accident or illness leave, holidays.
13. 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 classification.
14. 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 Director of Child and Family Services, or by first class mail notice to the Director; notice to CSEA shall be a 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.
15. Permit is a permit issued by the California Commission on Teacher Credentialing.
16. Probation is the period the employee completes (one-year to determine if contract renewal is desired, the probationary may be extended an additional 6 months if the extension is written into the employee’s evaluation “work plan”).
17. 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.
18. Reemployment is the return to duty of an employee who has been placed on a reemployment list.
19. Reemployment list is a list of names of persons by seniority 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 classification for a period of thirty-nine months.
20. Regular employee is any employee, whether permanent, probationary, full-time or part-time, who is not a restricted, substitute, short-term, or student employee.
21. Salary rate is a specific amount of money paid for a specific period of service.
22. Salary schedule is a series of salary steps and ranges, which comprise the rate of pay for all classes.
23. Salary step is one of the salary levels within the range of rates for a class.
24. School year is the period when children are normally required to be in attendance and include all recess periods.
25. Seniority in class is based on the date of hire in the classification.
26. Short-term employee is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
27. 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.
28. Summer School is that period when schools are in session between June and August, which falls outside the regular school year.
29. Temporary is designated for permit positions that are within programs that are categorical funded.
30. Voluntary demotion is a demotion agreed to in writing by the employee and the County Office.
31. 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 (Child and Family Services) on: Child and Family Services United Chapter 866, California

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

By: Consuelo Dominguez
Bargaining Team Chairperson

By: Nanci Eastman
CSEA Labor Relations Representative

GLENN COUNTY SCHOOLS

By: Tracey Quarpe
County Superintendent of Schools

By: Heather Aulabaugh
Director/County Office Negotiator

By: Miriam Lopez
HR Manager/County Office Negotiator
Glenn County Office of Education - Child and Family Services
CERTIFICATED INSTRUCTIONAL STAFF SALARY SCHEDULE
Salary Schedule 54
BASED ON EIGHT (8) HOURS DAY
2020-2021

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1. Primary Care Teacher
   Days* 3-6  199/225
2. Teacher
   Days* 5-8  179/223
3. Teacher/Director
   Days* 11-14  179/218

Approved: Superintendent

Date: 5/26/2020

*218/223/225 days for Full Year Programs
A five (5%) longevity is given after the 12th, 18th, and 24th year of services
A ten percent (10%) longevity pay increase is given after the 30th and 36th year of services
Glenn County Office of Education - Child and Family Services

CLASSIFIED INSTRUCTIONAL STAFF SALARY SCHEDULE
Salary Schedule 56

2020-2021

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Ranges
1. Teacher Aide 8-9

Approved: [Signature]
Superintendent

Date: 5/26/2020

A five (5%) longevity is given after the 12th, 18th, and 24th year of services
A ten percent (10%) longevity pay increase is given after the 30th and 36th year of services