

AGREEMENT

BETWEEN THE

GLENN COUNTY SUPERINTENDENT OF SCHOOLS

AND THE

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
WESTSIDE CHAPTER #718**

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 Superintendent of Schools (hereafter referred to as “Superintendent”) and Westside Chapter #718, C.S.E.A. (hereafter referred to as “CSEA” or “Association”).

ARTICLE 2

REPRESENTATION

2.1 Membership and Dues Deduction

- 2.1.1 Superintendent shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). Superintendent shall provide a jointly-agreed letter to new hires and anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US __ (2018), expressing Superintendent's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. Superintendent shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify Superintendent for any claims arising from its compliance with this clause. This agreement shall satisfy Superintendent's duty to bargain effects of Janus decision.
- 2.1.2 The Superintendent shall not interfere with the terms of any agreement between CSEA and the Superintendent's employee with regard to that employee's membership in CSEA, including but not limited to automatic yearly renewal unless the worker drops out during a specified window period. ***An employee's membership in CSEA will be tracked by CSEA and the district need not keep track of membership status of employees.*** The Superintendent need not keep track of this period which shall be tracked by CSEA within its membership database. and short-term and substitute personnel are excluded from the bargaining unit.
- 2.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2.2 Dues

- 2.2.1 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.
- 2.2.2 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 2.2.3 The Superintendent shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 2.2.4 The Superintendent shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative. The

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Superintendent shall obtain CSEA's approval before processing any revocation request.

2.2.5 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.

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

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

2.3 Membership Information

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

2.3.2 The Superintendent utilizes/employs available reasonable means to minimize spam and/or junk email.

2.4 Hold Harmless Provision

2.4.1 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.

2.4.2 The Superintendent shall confer in good faith.

2.4.3 CSEA shall have the exclusive right to decide and determine whether any such action relevant to 2.4.1.

ARTICLE 3
NON-DISCRIMINATION

- 3.1 No unit member 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.
- 3.2 Neither the Superintendent 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.
- 3.3 The Superintendent and CSEA agree that to be an equal opportunity provider is beneficial to the Superintendent, the employees and the community. The Superintendent County Office is an equal opportunity provider and employer.

ARTICLE 4
ASSOCIATION PRIVILEGES

4.1 CSEA shall have the following rights:

- 4.1.1 To represent its members in their employment relations with the Superintendent.
- 4.1.2 Right of access at reasonable times to areas where unit members work in a manner that does not interfere with duty assignments of unit members.
- 4.1.3 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 Superintendent.

4.2 The following regulations relate to the exercise of CSEA rights:

- 4.2.1 Access to unit members shall be such that there is no interference with assigned duties of unit members. Any organization representative not an employee of the County Office or of a member school district shall report their presence to the site office prior to contacting unit members on school property and during hours of duty assignment.
- 4.2.2 The right to conduct an orientation session on this agreement for unit members during regular working hours or at the regularly scheduled orientation not to exceed one hour per school year.
- 4.2.3 No bulletin board or mailbox may be used to disseminate material that is pornographic, licentious, libelous or slanderous of the Superintendent, the County Office or member school district personnel or programs or that incites a unit member to violate state law or reasonable rules of the Superintendent. All Association communications shall identify the disseminating organization.
- 4.2.4 Use of County Office facilities shall be scheduled with the Superintendent or his/her designee and shall not be granted at times and places that would interfere with the established work of the office.

4.3 CSEA shall 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.

- 4.4 The Superintendent shall grant release time at his/her discretion for:
- 4.4.1 CSEA to conduct necessary CSEA business related to the mutual benefit of the Superintendent and CSEA.
 - 4.4.2 The local chapter president or designee to conduct CSEA business, not to exceed a total of two and one-half (2-1/2) 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 Superintendent.
 - 4.4.3 CSEA Chapter/State officers: per State meeting calendar and Education Code 45210. Unit members shall not lose compensation or available leave while serving as a chapter or state officer i.e. negotiations.
- 4.5 The Superintendent shall give CSEA representatives reasonable release time to negotiate when such negotiating occurs within the unit member's normal working hours.
- 4.6 CSEA has the right to review unit members' personnel files and any other record dealing with unit members when accompanied by the unit member or upon presentation of a written authorization signed by the unit member.
- 4.7 The Superintendent shall provide, within thirty (30) days of request, a roster of all current unit members. This roster shall include: name, classification, current worksite, status and contact information.
- 4.8 CSEA, upon request, has the right to receive two (2) copies of printed material utilized by the Superintendent that is legally available to the public when it reasonably can be expected to have an impact, direct or indirect, on the bargaining unit.
- 4.9 CSEA has the right to necessary and relevant information.
- 4.10 Within sixty (60) days after the execution of this Agreement by both parties herein, the Superintendent or designee will prepare and deliver copies of the Agreement to the Association officers for distribution. The Agreement will be posted and available on the GCOE website.

ARTICLE 5
SUPERINTENDENT RIGHTS

- 5.1 It is understood and agreed that the Superintendent retains all his/her 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 employees; (3) determine the times and hours of operation; (4) establish educational policies, goals and objectives; (5) insure the rights and educational opportunities of students; (6) determine staffing patterns; (7) determine the number and kinds of personnel required; (8) maintain the efficiency of County Office operations; (9) determine the curriculum; (10) build, move or modify facilities; (11) establish budget procedures and determine budgetary allocation; (12) determine the methods of raising revenue; and (13) take action on any matter which is supported by law in the event of an emergency. In addition, the Superintendent retains the right to hire, classify, assign, transfer, evaluate, promote, discipline and terminate employees.
- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Superintendent, 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 express terms are in conformance with law.
- 5.3 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

6.1 Work Schedule for Full-Time Unit Members

- 6.1.1 A fulltime unit member shall be defined as a unit member assigned to eight hours per day, five days per week and 12 months per year.
- 6.1.2 The weekly hours of work may be adjusted by the Superintendent to meet reasonable time demands during the school term, or school holidays and during the summer months.
- 6.1.3 The above relationship shall be used in computing payment for part-time employment or for partial service.

6.2 Overtime

- 6.2.1 Any hours, which a unit member works beyond forty (40) hours per week, shall be compensated at one and one-half (1-1/2) hour's compensatory or paid time for every hour of overtime worked. Overtime is to be worked only upon the authorization of the 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.
- 6.2.2 Notwithstanding the provisions above, the regular workweek shall consist of not more than five (5) days for a unit member having an average workday of four (4) or more hours per day. Such unit member 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 and one-half (1-1/2) hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by the Superintendent. A unit member 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 and one-half (1-1/2) hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by the Superintendent.
- 6.2.3 In the event a unit member works in more than one (1) classification, overtime shall be compensated at the rate of one and one-half (1-1/2) hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by the Superintendent applicable to the work which caused the overtime.
- 6.2.4 Compensatory or paid time shall be taken at a time mutually acceptable to the unit member and the Superintendent within twelve (12) months of the date on which it was earned.

6.2.5 Any unit member 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.

6.3 Time Worked

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

6.4 Flex-time

A unit member may, with the approval of his/her 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.

6.5 Minimum Call-In and Call Back Time (During Regular Hours).

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 a unit member called in or called back to work.

6.6 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 a special trip requires an overnight stay, the Superintendent 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.

6.7 Any unit member who is required by the Superintendent 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 the next pay period.

6.8 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.

6.9 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 unit members.

6.10 Lunch Periods

Any unit member working four (4) 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.

6.11 Rest Breaks

6.11.1 A unit member shall be entitled to one (1) four-minute paid rest break for each full consecutive hour of work when the unit member works two (2) consecutive hours per day or more with a maximum of fifteen (15) minutes total for each four consecutive hours of work. Rest break schedules will be mutually acceptable to both the unit member and his/her immediate supervisor. The rest break will be a part of the unit member's work period.

6.11.2 Rest breaks, if not used, cannot be accumulated for any purpose.

6.12 Summer School

6.12.1 When work normally and customarily performed by unit members working less than twelve (12) months is required to be performed at times other than during the regular August 1 – June academic year, the work shall be assigned to unit members who meet the qualifications in the appropriate classification(s) as provided in this section.

6.12.2 When necessary to assign unit members not regularly so assigned to serve during a summer school period, work shall be offered on the basis of seniority within the County Office and the assignment shall be made by means of administrative selection process, but no unit member shall be required to accept such assignment.

6.12.3 A unit member 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 unit member during the previous regular academic year.

6.12.4 All hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purpose of this Agreement.

6.13 Field Trips

A unit member participating in any overnight school function shall be paid regular and/or overtime rates until relieved of duties.

6.14 Transportation

6.14.1 Route package: a combination of home to school, school to home, and/or regularly scheduled mid-day runs as determined by the transportation supervisor and lead driver.

- a. Each route package shall include pretrip inspection, fueling, cleaning documentation and non-driving time.
- b. Bus drivers shall have access to review the routes and bus assignments prior to selection.
- c. Route packages shall be chosen by seniority. Bus drivers shall be given an opportunity to review all routes prior to the start of the school year.
- d. All drivers will be familiar and knowledgeable with all bus routes. The Superintendent or designee reserves the right to assign routes, on a temporary basis, for the good of the organization.

6.14.2 Field Trips:

- a. All field trips that require bus usage shall be posted on the trip board as soon as they are received.
- b. All field trips that require bus usage shall be offered to the bus drivers first. Some trips may not be appropriate for bus usage.
- c. Field trips that require bus usage during the school day shall be assigned by seniority, school site and/or meet student needs.
- d. Field trips that require bus usage not during school hours will be on a seniority rotation.
 - i. Bus drivers who decline an offer of a field trip will have exhausted their turn in the rotation and will be placed at the bottom of the rotation list.
 - ii. Bus drivers who decline last minute field trips (24 hours' notice) will not give up their spot on the rotation and will be offered the next trip.
 - iii. A bus driver may withdraw their name from the field trip list at any time. If they wish to return or be added to the rotation, then they will be placed on the rotation according to seniority after completion of the current rotation.

6.14.3 Training:

- a. The County Office shall provide State required (TO1) training at no cost to the employee.
- b. Training shall be provided for all areas of proficient bus driving.
- c. Renewal training outside the County office shall be pre-approved by the department head or designee. The department shall make every effort to respond to requests for training immediately.

6.15 Seniority

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

ARTICLE 7

HOLIDAYS

- 7.1 A unit member shall be entitled to the following paid holidays provided he/she is in 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	

Unit members will be provided an "in-lieu" day for the Admission Day holiday. Unit members will have the option of either one (1) vacation day or one (1) day of pay. The vacation day, if chosen, must be scheduled with the approval of the unit member's supervisor.

Veterans Day and President 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.

7.2 **Holiday 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.

- 7.3 The actual holidays may vary in accordance with the various districts in the County to which employees of the Superintendent are assigned. The operation of this section shall not cause any unit member to lose any of the holidays clearly indicated in this Article.
- 7.4 When a unit member is required to work on any of the above holidays, he/she shall be given one and one-half (1-1/2) hours compensatory or paid time for every hour of overtime worked which has been designated and authorized by Superintendent in addition to the regular pay received for a holiday.
- 7.5 Any day proclaimed by the President of the United States or the Governor as a mandatory holiday shall be observed by the Superintendent.

ARTICLE 8

LEAVES

8.1 Superintendent's Right to Grant Leaves

The Superintendent may grant leaves of absence, with or without pay, to unit members.

8.1.1 A unit member may be given an unpaid child care leave for up to one (1) year at the discretion of the Superintendent.

8.2 Vacation Leave

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

8.2.1 The following vacation accrual shall apply to all full-time unit members that provide full consecutive years of service to the County Office of Education as follows:

1 through 4 full years	10 days per year
5 through 12 full years	15 days per year
After 12 years	20 days per year

8.2.2 All vacations should be taken during the school vacation months, but may be taken at other time 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. All less than full time employees (6.1.1) who are paid at the end of the month will receive earned vacation pay in their monthly check. Days taken off during the work year will be unpaid.

8.2.3 If a unit member works less than five (5) days per week, or less than a full year, he/she shall be entitled to vacation benefits granted to a regular full-time unit member, but such vacation shall be prorated in the same ratio as the unit member's days per week, weeks per month or months per year bear to full-time employment. For computational purposes in figuring vacation leave for unit members 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.

8.3 Sick Leave

8.3.1 For a fiscal year of service, every unit member employed full-time, twelve (12) months shall be entitled to twelve (12) days leave of absence for illness or injury.

8.3.2 If a unit member 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

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the same classification, but such leaves and benefits shall be prorated in the same ratio as the unit member's days per week, weeks per month or months per year bear to full-time employment.

- 8.3.3 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.
- (a) Such leave is to be used when the unit member is unable to be present at work because of personal illness or injury or for other purposes specifically designated in this Article.
 - (b) Sick leave to be earned during a work year shall be credited at the beginning of the year. In the event a unit member does not complete a year of service, the unit member will be charged for any unearned sick leave used as of the date of termination.
- 8.3.4 If such unit member 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.
- 8.3.5 The rules and regulations of the Superintendent 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 Superintendent, and the Superintendent reserves the right to require such proof as may be necessary. Any unit member 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 unit member's shift on the day of absence. When able to return, the unit member shall notify his/her supervisor at least three (3) hours before his/her regular shift.
- 8.3.6 When a unit member 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 unit member's advantage, the unit member may apply for retirement under disability benefits.
- 8.3.7 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 unit member shall receive less than fifty percent (50%) of his/her salary.
- (a) Holidays occurring during sick leave are considered as paid holidays.
 - (b) Sick leave credit is earned during a period of sick leave.

- (c) The Superintendent or designee may, at any time during sick leave, require evidence, including a doctor's statement, of the unit member's ability or inability to satisfactorily perform the function of his/her position.

8.3.8 Any classified 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 separated for reasons other than action initiated by the employer for cause, and who subsequently accepts employment with this Superintendent 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.

8.4 Industrial Accident or Illness Leave

8.4.1 Unit members are entitled to Industrial Accident or Illness Leave subject to the following:

- (a) Allowable leave shall be for sixty (60) working days in any one (1) fiscal year for any one (1) accident or illness. Additional time beyond sixty (60) working days may be granted at the discretion of the Superintendent.
- (b) Allowable leave shall not be accumulative from year to year.
- (c) Leave will commence on the first day of absence.
- (d) Payment for wages lost on any day shall, when added to an award granted the unit member under the workers' compensation laws of this State, equal but not exceed the normal wage for the day.
- (e) 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.
- (f) When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member 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.
- (g) 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.

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- (h) Any unit member receiving benefits under Industrial Accident or Illness Leave shall, during periods of injury or illness, remain within the State of California unless the Superintendent authorizes the unit member to travel outside the State.
- (i) When all available leaves of absence, paid or unpaid, have been exhausted following an industrial accident or illness, and if the unit member 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 (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. A unit member 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.

8.5 Workers' Compensation Insurance

- 8.5.1 Each unit member is covered, at the Superintendent's expense, by Workers' Compensation Insurance for on-the-job accidents.
- 8.5.2 Unit members must report all accidents promptly to their immediate supervisor and the Department Secretary so that a report of injury can be completed promptly as required by law.
- 8.5.3 Any unit member 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 Superintendent which, when added to the temporary disability benefits, will exceed a full day's wages or salary.
- 8.5.4 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.

8.6 Maternity Leave

- 8.6.1 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 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 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.
- 8.6.2 The date of the unit member's return to work shall be no sooner than that date recommended by the unit member's doctor.
- 8.6.3 When a unit member is placed on maternity leave because of physical inability to perform her duties, the portion of the employer-paid health benefits will continue for as long as the person remains an eligible employee.
- 8.6.4 A unit member on maternity leave will be allowed to use any or all of the sick leave she has accumulated.

8.7 Parental Leave

Definition of Parental Leave: For the purposes 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.

- 8.7.1 All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilize 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.
- 8.7.2 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.
- 8.7.3 The employee is entitled to take parental leave in intermittent periods with in the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period.
- 8.7.4 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.
- 8.7.5 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.
- 8.7.6 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.

8.8 Bereavement Leave

- 8.8.1 Each unit member is entitled to leave of three (3) 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 unit member.
- 8.8.2 Upon verification of need, the Superintendent or designee will grant two (2) days out-of-state, for distances greater than two hundred fifty (250) miles, travel time to be added to the three (3) days bereavement leave.
- 8.8.3 Any days of leave taken under the provisions of this policy are not deducted from the unit member's sick leave earned in paragraph 8.3.1 above, nor shall any salary deductions be made.

8.9 Personal Necessity Leave

- 8.9.1 A unit member may elect to take up to eight days of earned sick leave per year as personal necessity leave, subject to the limitations listed below.
- 8.9.2 The following two (2) reasons for taking personal necessity leave do not require advance permission, although a unit member will be required to inform the Superintendent or designee of the reason for the absence after returning:
 - (a) Death of a member of the unit member's immediate family;
 - (b) Accident or emergency illness involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, of such emergency nature that the immediate presence of the unit member is required during the unit member's work day.
- 8.9.3 The following reasons for taking personal necessity leave require advance permission from the unit member's supervisor prior to the leave.
 - (a) Critical illness and/or surgery in the immediate family.
 - (b) Paternity leave.
 - (c) Appearance in court as a litigant or as a witness under an official order.
 - (d) Necessary business leave, limited to three (3) 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:

- Religious observances in which the religion requires attendance during the unit member's regular work day.
- One-time special occasions for members of the immediate family:
 - Graduation
 - Special honors
 - Military
 - Marriage
- Births of immediate family.

(e) Any other reason which constitutes an emergency or necessity may be approved by the Superintendent or his/her designee.

8.9.4 One (1) of the eight (8) days allowed for personal necessity leave may be used for unspecified personal business. This day may not be used for:

- (a) work stoppage or strike;
- (b) any illegal activity;
- (c) other employment (excluding the County Fair and the County Elections).

8.10 Jury Duty

8.10.1 When called for jury duty or for attendance in a court of civil or criminal proceeding when the unit member is not a party or litigant, the unit member will be granted a leave of absence with pay, less the jury fee received.

8.10.2 Unit members receiving compensation for jury or court duty, as outlined in the paragraph above, shall endorse their jury warrant over to the Superintendent. Unit members receiving compensation for jury or court duty shall pay this compensation to the Superintendent, except that any travel pay and reimbursement for meals shall be kept by the unit member.

8.11 Miscellaneous

8.11.1 Each absence must be reported on a time sheet and filed with the immediate supervisor upon the unit member's return to work. The time sheet must specify the reasons for the leave.

8.11.2 The Superintendent or designee may require proof substantiating the justification for granting of personal necessity leave.

- 8.11.3 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 unit members. Part-time unit members may take leaves of absence in one-half (1/2) day increments.
- 8.11.4 Long term substitutes, or limited term employees employed by the Superintendent who work more than twenty (20) 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.
- 8.11.5 No benefits provided under this Article shall be used for any concerted activity.
- 8.11.6 A less than full-time (6.1.1.) unit member shall be entitled to leave granted to a regular full-time unit member (where required by law), but such leave shall be prorated in the same ratio as the unit member's assignment bears to full time employment.

ARTICLE 9
LAYOFF AND IMPACT AND EFFECTS OF LAYOFF

9.1 Application

9.1.1 General

- (a) When, as a result of a bona fide reduction or elimination of services being performed by the Superintendent, unit members shall be subject to layoff for lack of work or lack of funds, affected unit members shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff and informed of their displacement rights, if any, and re-employment rights. When unit members 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 unit member 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 (2) or more unit members 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.
- (b) 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 unit members 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 forty-five (45) days prior to the effective date of their layoff.
- (c) Nothing provided in Sections 9.1.1(a) and/or 9.1.1(b). 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 forty-five (45) day notice specified in Sections 9.1.1(a) and 9.1.1. (b) of this Article.
- (d) 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.
- (e) This Article (Layoff) does not apply to the termination of employees working in short-term temporary positions.

9.1.2 Notice

- (a) 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 Superintendent by the affected unit member not less than forty-five (45) days (except in an emergency situation as stipulated in Education Code Section 45117) prior to the effective date of the layoff.

9.1.3 Re-employment Rights of Unit Member(s) Who Are Laid Off

- (a) The names of permanent and probationary unit members 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.
- (b) Unit members on re-employment lists shall be eligible to compete in promotional examinations for which they qualify.
- (c) Any unit member whose services to the Superintendent are terminated because of a layoff will be notified in writing by the Superintendent of any opening(s) for which the Superintendent determines the unit member may be eligible and qualified. The written notice will be mailed to the last address given to the Superintendent by the unit member.
- (d) Refusal of an offer of limited-term employment shall not affect the standing of any unit member on a re-employment list.
- (e) If the unit member is re-employed in a permanent position, the unit member will receive the accumulated sick leave and seniority which he/she accrued prior to the layoff.
- (f) If the unit member is re-employed in a permanent position, the unit member will be granted a new increment date based on the days worked prior to termination due to the layoff.
- (g) Any unit member 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 (3) years.

9.1.4 Offers of Re-employment for Unit Member(s) Who Are Laid Off

- (a) Given a vacant position, after job site transfers have been considered, a unit member 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.

- If the unit member accepts re-employment within the classification in which the unit member was terminated, the unit member shall be restored to his/her former step on the salary schedule.
- (b) 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 Superintendent, personal contacts may be made in reviewing unit members' qualifications.
- Only those unit members on equal or higher re-employment lists who are identified by the Superintendent as qualified for the vacant position will be, based on the unit member'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.
 - If the unit member accepts re-employment in a classification lower than the classification from which the unit member was laid off, he/she will be placed on a salary step that is the same as the salary step the unit member has held in his/her former classification.
- (c) A unit member on a re-employment list may decline two (2) 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 unit member in class and hourly status, no additional offers need be made by the Superintendent and the unit member shall be considered unavailable until notified by the unit member of his/her availability. This section is not intended to negate the unit member's right to remain on the appropriate re-employment list.

9.2 Demotion in Lieu of Layoff

- 9.2.1 In lieu of being laid off, a unit member 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 unit member has seniority over a unit member already in the class.
- 9.2.2 To be demoted in lieu of layoff, a unit member must notify the Superintendent in writing of such election not later than ten (10) calendar days after receiving the layoff notice.
- 9.2.3 Any unit member electing demotion in lieu of layoff shall be placed on a re-employment list for thirty-nine (39) months plus an additional twenty-four (24)

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months provided that the same tests of fitness under which the unit member qualified for the classification still apply.

- 9.2.4 Employees on re-employment lists shall be eligible to compete in promotional examinations for which they qualify.

9.3 Retirement in Lieu of Layoff

- 9.3.1 If eligible, a unit member who is scheduled for layoff may elect service retirement from the Public Employees' Retirement System ("PERS"). The unit member's name will be placed on a re-employment list. Upon receipt of notification from the unit member that he/she has elected service retirement, the Superintendent will notify PERS that said unit member's retirement was due to a layoff. This section will remain in effect until modified by the parties or until Education Code Section 45115 may be amended or repealed.

- 9.3.2 Should the unit member subsequently accept, in writing, re-employment with the Superintendent, the Superintendent shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.

9.4 Health and Welfare Benefits

To the extent allowed by the carrier, unit members 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 unit members will have their existing levels of medical health and dental benefits continued, on the same pro-rate premium basis, through the last calendar day of the following month.

9.5 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 10
VACANCIES, TRANSFERS AND PROMOTIONS

10.1 Vacancies

10.1.1 When a new bargaining unit position is created, or an existing bargaining unit position becomes vacant:

- (a) Notice of such vacancy shall be mailed to the last known address on file for each unit member.
- (b) The 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.

10.1.2 The vacancy notice shall provide a period of ten (10) calendar days during which interested unit members may request to fill the vacancy.

10.1.3 Unit members shall be given first consideration in filling vacancies.

10.2 Voluntary Transfer

10.2.1 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the unit member's present assignment.

10.2.2 A request for transfer may be withdrawn by the unit member, in writing, at any time prior to official notification of transfer approval.

10.2.3 The following criteria shall be considered when a voluntary transfer request is reviewed:

- (a) The best interest of the County Office.
- (b) The contribution the unit member can make in the new position.
- (c) The qualifications, including experience and recent training, of the unit member, compared to those of other candidates for the position to be filled and the position to be vacated.
- (d) The length and quality of the service rendered to the County Office by the unit member.

10.3 Involuntary Transfer

- 10.3.1 The Superintendent or designee may transfer a unit member for reasons which are in the best interest of the County Office.
- 10.3.2 A unit member shall receive ten (10) days' prior written notice of his/her involuntary transfer. A unit member may request a meeting to discuss the transfer.
- 10.3.3 Involuntary transfers shall not be disciplinary or punitive in nature.
- 10.3.4 Where an involuntary transfer adds at least ten (10) miles to a unit member's one-way commute from his/her established residence, the unit member shall receive premium pay equal to five and one-half percent (5.5%) of the employee's regular rate of pay for a maximum of two (2) years.

10.4 Promotions

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.

- 10.4.1 A promotion shall result in placement on that step in the higher salary range which affords the unit member a raise of not less than five percent (5%) salary increase if such step, not counting longevity steps, exists. In such a case, the unit member shall be placed on the highest non-longevity step available. A new anniversary date shall be established, and the unit member shall serve twelve (12) calendar months before becoming eligible for each subsequent step increase. For the purposes of longevity on the salary schedule, the unit member shall retain his/her original hire date.
- 10.4.2 A unit member promoted to a higher classification shall satisfactorily complete a probationary period not to exceed six (6) months; the unit member will typically be evaluated at the second and fifth month.
 - (a) If the evaluations during the period show unsatisfactory performance, the unit member will return to his/her former classification.
 - (b) The unit member retains the right to retreat to his or her prior position at any time during the trial period.
- 10.4.3 The position which the promoted unit member vacates shall become available for a permanent replacement upon successful completion of the probationary period by the promoted unit member. If the unit member successfully completes the probationary period, the position will be filled in accordance with the contract.

10.4.4 Denial of Promotion

- (a) A unit member who is denied a promotion may ask for a meeting with the Superintendent to discuss the reasons for the denial.
- (b) If requested by the unit member, the Superintendent will provide a written statement for the denial. If appropriate, the statement will include areas in which the unit member needs improvement.

ARTICLE 11
EMPLOYEE BENEFITS

- 11.1 For the duration of this Agreement, the Superintendent will pay, for full-time unit members, spouses and their dependents, the amount of (One Thousand One Hundred Sixty-Four Dollars [\$1,164] a month) toward the cost of health, dental and vision plans.
- 11.2 New unit members 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.
- 11.3 Unit members working forty-nine percent (49%) 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.
- 11.4 Unit members working more than forty-nine percent (49%) of a full workday but not a full day (i.e. six (6) hours) shall receive a full benefit package.
- 11.5 If a part-time unit member does not desire coverage, he/she must notify the Superintendent in writing.
- 11.6 Any combination of hours worked in various positions for the Superintendent shall receive the same benefits as a unit member working in one (1) position.
- 11.7 If a unit member takes a temporary assignment at the request of the employer, he/she shall not be penalized by losing any benefits.
- 11.8 There will be open enrollment for health benefit plan choices in May of each year.
- 11.9 For Retirees:

The Superintendent agrees to provide the same medical, dental and vision benefits following retirement to unit members retiring as is provided unit members (prorated for part-time unit members) under the following conditions:

- 11.9.1 Unit member must have reached the age of fifty-five (55).
- 11.9.2 Unit member must have the following years of service to the Superintendent:
- 1 year of benefits at 10 years
 - 2 years of benefits at 15 years
 - 3 years of benefits at 20 years
 - 4 years of benefits at 25 years
 - 5 years of benefits at 30 years.

- 11.9.3 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.
- 11.9.4 Cessation of coverage for retired unit members shall take place if the retired unit member is subsequently employed by an employer, other than the Superintendent, who provides benefits.
- 11.9.5 If the unit member qualifies for Medicare during the two (2) years' coverage, the Superintendent will pay for all supplemental costs up to the cost covered by the fringe benefit package for active unit members.
- 11.9.6 Cessation of coverage for the spouse and/or dependent shall take place three (3) months after the death of the retired unit member.
- 11.9.7 Retired unit members may elect to continue to purchase the Tiered Rate medical plan and, at age sixty-five (65), the Medicare rates with Medicare A & B through the County Office if they have met the criteria in sections 11.9.1 and 11.9.2 above.
- 11.9.8 Retirees working less than ten (10) years for the Superintendent have the option to purchase the benefits.

11.10 Transition Coverage

- 11.10.1 Pursuant to Federal Law (COBRA), a unit member 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 eighteen (18) months. Group health plan includes the package of Health, Dental and Vision coverage.
- 11.10.2 In certain circumstances, a unit member's spouse, former spouse, or dependent child may have a right to continued coverage for up to thirty-six (36) months.
- 11.10.3 All such continued coverage is at the sole cost of the unit member or other qualified individual.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 Definitions

- 12.1.1 A “grievance” is a claim by a unit member or CSEA that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement, or a Superintendent’s policy or practice.
- 12.1.2 A “grievant” is a unit member or CSEA covered by the terms of this Agreement.
- 12.1.3 “Immediate supervisor” is the lowest supervisory level outside the bargaining unit having immediate jurisdiction over the grievant and has been designated to administer grievances.
- 12.1.4 “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 Superintendent to adhere to time limits gives the grievant the right to proceed to the next level.
- 12.1.5 “Work days” means any days when the administrative offices of the Superintendent are open for business.

12.2 Representation

- 12.2.1 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.
- 12.2.2 A unit member 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 and the formal levels of this procedure becoming final, CSEA shall have the opportunity to file a written response to the proposed resolution.

12.3 Procedure

12.3.1 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

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the grievance between the grievant and his/her immediate supervisor. The grievance shall be submitted orally to the immediate supervisor within twenty (20) working days after the grievant knows or reasonably could have known of the circumstances giving rise to the grievance.

12.3.2 Level I (Formal)

- (a) 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 Agreement claimed to have been violated, the remedy or correction sought, and the signature of the grievant on a form provided by the Superintendent. The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) working days of receipt of the written grievance.

12.3.3 Level II (Formal)

In the event the grievant is not satisfied with the decision rendered at Level I, or if no written response is received within ten (10) working days, the grievant may file an appeal in writing with the County Schools Superintendent, or designee, within ten (10) 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 (10) working days after receipt.

12.4 General Information.

- 12.4.1 An extension of any time limit may be made by mutual written consent of the parties.
- 12.4.2 By mutual agreement of the grievant(s) and the Superintendent, like grievances may be consolidated for purposes of processing.
- 12.4.3 All materials concerning a unit member's grievances shall be filed separately from the unit member's personnel files.
- 12.4.4 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.

- 12.4.5 If the grievance involves unit members with different immediate supervisors, the grievance may be filed at Level I or Level II.
- 12.4.6 If the grievance involves County Office policy or practice, the grievance may be submitted at Level II.

ARTICLE 13
PAY AND ALLOWANCES

13.1 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.

13.2 Frequency

All unit members shall be paid once per month. Variable unit members shall be issued their paycheck on the tenth (10th) of each month. All other unit members shall be issued their paycheck on the last working day of the month. If a normal pay date falls on a Saturday, Sunday or holiday, the paycheck shall be issued on the preceding workday.

13.3 Special Assignment Contract

The Superintendent will develop a "Special Assignment Contract" ("Contract") for each classified staff to add six (6) hours of staff development to each employee's work year. A schedule of staff development expectations will be provided to staff by September 15th 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 (1) year. Additional articles shall be discussed as needed during the period of the contract.

13.4 Errors and Adjustments

Any error that is discovered which affects the salary of a unit member shall be adjusted up to a three (3) year period. If the error is in favor of the unit member, the unit member will be compensated by the amount plus five percent (5%) 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 Superintendent 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 Superintendent a mutually acceptable repayment plan should be undertaken which will reduce the unit member's monthly check accordingly.

13.5 Lost Checks

The County Office will reissue lost paychecks within seventy-two (72) hours.

13.6 Pay Increases

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

13.7 Promotion

Any unit member 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 five percent [5%]) as a result of that promotion.

13.8 Longevity Pay

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

Any unit member assuming a new position on a different salary schedule without longevity will have longevity transferred using the following formula: four (4) years experience on the existing salary schedule will equate to one (1) step on the new salary schedule.

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

13.9 Mileage, Meals and Lodging

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

13.10 Insurance (Deductible)

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

13.11 Tools

The Superintendent agrees to provide all tools, equipment and supplies reasonably necessary to unit members for performance of employment duties.

13.12 Safety Equipment

Should the employment duties of a unit member reasonably require the use of any equipment or gear to insure the safety of the unit member or others, the Superintendent agrees to furnish such equipment or gear, or to reimburse the unit member for the full cost of procuring same. The need for such equipment will be determined by the Superintendent.

13.13 Physical Examinations/Immunizations

The Superintendent agrees to provide the full cost of any medical examination or immunizations required as a condition of continued employment, including but not limited to the provisions outlined in Education Code Section 45122 or its successor.

13.14 Training

The Superintendent 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.

13.15 Modified Work Year

The Superintendent employs unit members to provide services to school districts in the County of Glenn. For the past several years, districts have reduced their student instructional calendar by multiple days. This has resulted in “over-contracting” and the need for furloughs. To avoid the need for furloughs in the future, effective July 1, 2011, the parties agree as follows:

1. If assigned to a school district work site, the work year shall be consistent with the unit member’s assigned district’s student instructional calendar.
2. If assigned to a non-school district work site (including charter schools under the auspices of the Glenn County Office of Education), the work year shall be set consistent with the minimum legal requirements.
3. The Parties recognize that some unit members have been paid for hours not worked in the 2011-2012 school year. Specifically, unit members assigned to Orland, Willows and Hamilton Unified School Districts. The Superintendent will rectify the overpayment to the employees as follows:
 - a. First, the Superintendent will credit time spent in approved optional training from February 8 and 9, 2012 (up to six hours).
 - b. Second, the Superintendent will utilize the one percent (1%) retro check.
 - c. The remainder of the amount owed, if any, shall be deducted from the unit member’s June 2012 pay check.

ARTICLE 14

DISCIPLINARY PROCEDURE

14.1 General

14.1.1 A unit member may be informally or formally disciplined by the Superintendent. 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.

14.2 Reasons for Discipline

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

(a) Group 1:

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

(b) Group 2:

- Conviction of any criminal act involving moral turpitude.
- Disorderly or immoral conduct while in paid status.
- Violation of any lawful order by a supervisor.
- Insubordination.
- Incompetency or inefficiency in performance of duties.
- Intoxication while on duty.
- Use of narcotics or drugs illegally.
- 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 Superintendent regulations regarding duties, conduct, or performance of a classified employee.
- Willful conduct tending to injure the public service.

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- Failure to perform regular or other assigned duties.

14.3 Guidelines for Disciplinary Action

14.3.1 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 Superintendent to discipline a unit member.

Examples of Group 1 Reasons	Examples of Discipline		
	1 st Offense	2 nd Offense	3 rd Offense
Unauthorized absences	Reprimand	Reprimand To Short Suspension	Short Suspension To Removal
Unauthorized lateness to work	Reprimand	Reprimand To Suspension	Suspension To Removal
Failure to observe precautions for personal safety, posted rules, signs, written or oral safety instructions, or to use protective clothing or equipment	Reprimand To Short Suspension	Reprimand To Removal	Suspension To Removal

Examples of Group 2 Reasons	Examples of Discipline
<div>Conviction of any criminal act involving moral turpitude</div> <div>Disorderly or immoral conduct while in a paid status</div> <div>Violation of any lawful order by a supervisor</div> <div>Insubordination</div> <div>Incompetency or inefficiency in performance of duties</div> <div>Intoxication while on duty</div> <div>Use of narcotics or drugs illegally</div> <div>Damage to or waste of County Office property or supplies due to negligence or willful acts, or conversion of public property</div> <div>Violation of any of the County Office's regulations regarding duties, conduct, or performance of a classified employee</div> <div>Willful conduct tending to injure the public services</div>	<div>These offenses are very serious and, depending on the circumstances, may warrant severe discipline up to and including removal.</div>

14.4 Procedure for Informally Disciplining an Employee

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

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

(b) Contents of the Written Reprimand/Notice:

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

- (1) A statement in ordinary and concise language of the specific acts and/or omissions upon which the action is based.
- (2) 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 (10) 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 unit member shall be granted a reasonable opportunity to make any representations the unit member believes are relevant to the case.
- (5) The Superintendent 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.

14.5 Procedure for Imposing Disciplinary Action on a Unit Member

14.5.1 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.

14.5.2 “Skelly Hearing Notice” and Hearing Three (3) Days

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

- (c) The unit member may be represented at the “Skelly Hearing” by a representative of his/her choice.
- (d) 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.

14.5.3 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:

- (a) A statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;
- (b) A statement of the cause, or causes, for the action taken;
- (c) If it is claimed that the unit member has violated a rule or regulation of the Superintendent a statement of the rule or regulation;
- (d) A statement of the discipline proposed, including beginning and ending date(s) if appropriate;
- (e) 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;
- (f) A statement that if the unit member does not respond pursuant to (e) above, the Superintendent will impose the discipline as noticed.

14.6 Immediate Effect

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

14.7 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.

14.8 Hearing Before the Superintendent

14.8.1 If the unit member served 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.

14.8.2 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.

14.8.3 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."

14.8.4 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.

14.8.5 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.

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

14.9 General Provisions

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

14.9.2 Nothing in this Article shall limit the Superintendent's right to institute dismissal and/or immediate suspension and mandatory leave of absence

October 19, 2020

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 15
SAFETY CONDITIONS

15.1 Superintendent Compliance.

The Superintendent 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.

15.2 Suspected Child Abuse and Threats.

Unit members shall report any suspected case of child abuse to their supervisor and proper local authorities. Threats and abuse to one's own person shall be immediately reported to the unit member's supervisor and proper local authorities.

15.3 Non-Discrimination.

No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of this Article.

ARTICLE 16
CONTINUITY OF SERVICE

- 16.1 It is agreed and understood that for the duration of this Contract, CSEA will not conduct or condone any concerted activity and the Superintendent will not lock out any or all of the employees represented by CSEA.

ARTICLE 17
SAVINGS PROVISION

- 17.1 If any provisions of this Contract 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.
- 17.2 In the event of such invalidation of any portion of this Contract, the parties agree to meet and negotiate regarding a replacement for such portion.

ARTICLE 18
EFFECT ON AGREEMENT

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

ARTICLE 19
TERM

- 19.1 This Contract 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 20, “Reopener,” and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than May 1st of the request to modify, amend or terminate the Contract the succeeding fiscal year.
- 19.2 This Contract shall constitute the full and complete commitment between both parties. This Contract 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 Contract.
- 19.3 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 Contract.

ARTICLE 20
REOPENER

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

ARTICLE 21

DEFINITIONS

- 21.1 Bargaining unit seniority is secured by hours in paid status in a class or classes included in the bargaining unit.
- 21.2 Bumping right is the right of a unit member, under certain conditions, to displace a unit member with less seniority in the same class.
- 21.3 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.
- 21.4 Class description is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 21.5 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.
- 21.6 Demotion is a change in assignment of a unit member 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.
- 21.7 Differential is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment or distasteful or hazardous work.
- 21.8 Employee benefits means any form of insurance or similar benefit programs, including but not limited to, medical, dental, and vision.
- 21.9 Fiscal Year is July 1 through June 30.
- 21.10 Hire date seniority is secured from the first day in paid status.
- 21.11 Incumbent is a unit member assigned to a position and who is currently serving in, or on leave from, that position.
- 21.12 Industrial accident or illness is an injury or illness arising out of or in the course of employment with the Superintendent.
- 21.13 Involuntary demotion is a demotion without the unit member's voluntary written consent.

- 21.14 Leave and transfer articles means any article concerning any form of unit member leave or transfer, including but not limited to sick leave, vacations, personal leave, industrial accident or illness leave, holidays, or transfer of a unit member from one site to another.
- 21.15 Minimum qualifications are qualifications mandated for the position and which must be possessed by a unit member before he/she can be considered for employment in a specific class.
- 21.16 Notice. Whenever formal notice is required under this Contract, and no form of notice is otherwise designated, written notice to the Superintendent 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 Westside Chapter #718, CSEA or first class mail notice directed to the President of the Chapter at his/her home address.
- 21.17 Permanent employee is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) months of service beyond the initial date of employment by the Superintendent.
- 21.18 Probationary employee is a regular employee who will become permanent upon satisfactory completion of the prescribed probationary period.
- 21.19 Promotion is a change in the assignment of a unit member from a position in one class to a vacant position in another class with a higher maximum salary rate.
- 21.20 Reallocation is a movement of an entire class from one salary range or rate to another salary range or rate.
- 21.21 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.
- 21.22 Reemployment is the return to duty of a unit member who has been placed on a reemployment list.
- 21.23 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 (39) months, said list arranged in order of their right to reemployment.
- 21.24 Regular employee is any employee, whether permanent, probationary, full-time or part-time, who is not a restricted, substitute, short-term, or student employee.
- 21.25 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 Contract.

- 21.26 Safety conditions of employment means any work-related condition affecting the health, safety, or well-being of the unit member.
- 21.27 Salary rate is a specific amount of money paid for a specific period of service.
- 21.28 Salary schedule is a series of salary steps and ranges, which comprise the rate of pay for all classes.
- 21.29 Salary step is one of the salary levels within the range of rates for a class.
- 21.30 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.
- 21.31 Seniority in class is based on the date of hire in the classification.
- 21.32 Short-term employee is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required. The employee would be hired with definite starting and ending date.
- 21.33 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.
- 21.34 Summer School is that period when schools are in session between June and August, which falls outside the regular school year.
- 21.35 Voluntary demotion is a demotion agreed to in writing by the unit member and the Superintendent.
- 21.36 Working hours. All hours in paid status shall be considered working hours.

ATTACHMENT A
SALARY SCHEDULE

2020-2021
GLENN COUNTY OFFICE OF EDUCATION
CSEA CLASSIFIED SALARY SCHEDULE

SAL SCH #40

Step	Vehicle Driver Range 39	IA Range 42	Lead Bus Driver Range 40	Bus Driver Range 43
A	\$ 15.21	\$ 15.16	\$ 16.98	\$ 16.65
B	\$ 15.34	\$ 15.34	\$ 17.50	\$ 17.16
C	\$ 15.47	\$ 15.52	\$ 18.31	\$ 17.95
D	\$ 16.11	\$ 15.71	\$ 19.17	\$ 18.79
E	\$ 16.77	\$ 16.45	\$ 20.06	\$ 19.67
E6	\$ 17.21	\$ 17.22	\$ 21.01	\$ 20.60
E7	\$ 17.68	\$ 17.88	\$ 21.73	\$ 21.30
E8	\$ 18.18	\$ 18.19	\$ 22.25	\$ 21.81
E9	\$ 18.70	\$ 18.42	\$ 22.64	\$ 22.20
E10	\$ 18.70	\$ 18.76	\$ 23.00	\$ 22.55
E11	\$ 19.09	\$ 18.81	\$ 23.00	\$ 22.55
E12	\$ 19.42	\$ 18.86	\$ 23.40	\$ 22.94
13	\$ 20.39	\$ 19.80	\$ 24.57	\$ 24.09
14	\$ 20.39	\$ 19.80	\$ 24.57	\$ 24.09
15	\$ 20.39	\$ 19.80	\$ 24.57	\$ 24.09
16	\$ 20.39	\$ 19.80	\$ 24.57	\$ 24.09
17	\$ 20.39	\$ 19.80	\$ 24.57	\$ 24.09
18	\$ 20.39	\$ 19.80	\$ 24.57	\$ 24.09
19	\$ 21.41	\$ 20.79	\$ 25.80	\$ 25.29
20	\$ 21.41	\$ 20.79	\$ 25.80	\$ 25.29
21	\$ 21.41	\$ 20.79	\$ 25.80	\$ 25.29
22	\$ 21.41	\$ 20.79	\$ 25.80	\$ 25.29
23	\$ 21.41	\$ 20.79	\$ 25.80	\$ 25.29
24	\$ 21.41	\$ 20.79	\$ 25.80	\$ 25.29
25	\$ 22.48	\$ 21.83	\$ 27.09	\$ 26.55
26	\$ 22.48	\$ 21.83	\$ 27.09	\$ 26.55
27	\$ 22.48	\$ 21.83	\$ 27.09	\$ 26.55
28	\$ 22.48	\$ 21.83	\$ 27.09	\$ 26.55
29	\$ 22.48	\$ 21.83	\$ 27.09	\$ 26.55
30	\$ 22.48	\$ 21.83	\$ 27.09	\$ 26.55
31	\$ 24.73	\$ 24.01	\$ 29.79	\$ 29.21
32	\$ 24.73	\$ 24.01	\$ 29.79	\$ 29.21
33	\$ 24.73	\$ 24.01	\$ 29.79	\$ 29.21
34	\$ 24.73	\$ 24.01	\$ 29.79	\$ 29.21
35	\$ 24.73	\$ 24.01	\$ 29.79	\$ 29.21
36	\$ 24.73	\$ 24.01	\$ 29.79	\$ 29.21
37	\$ 27.20	\$ 26.41	\$ 32.77	\$ 32.13

See A below

See A below

See A below

See B below

See B below

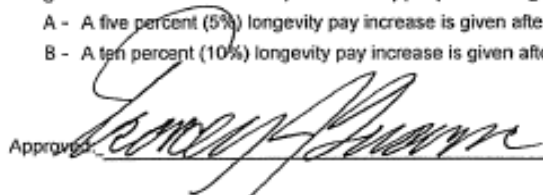
Effective 7/1/2017, each cell at least 2% over co wide parity average

Long term substitutes will be placed on appropriate range and on the step that equates experience

A - A five percent (5%) longevity pay increase is given after the 12th, 18th and 24th year of service

B - A ten percent (10%) longevity pay increase is given after the 30th and 36th year of service

Approved:



Dated:

9/22/2020

ATTACHMENT B

GRIEVANCE FORMS

GLENN COUNTY OFFICE OF EDUCATION GRIEVANCE FORM - LEVEL I
--

NOTE: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance in an informal conference with his/her immediate supervisor within thirty (30) days after the grievant knew or should reasonably have known of the alleged violation of the Collective Bargaining Agreement.

Date of Informal Conference: _____ Supervisor Present at Informal:

1. List the Contract provision(s) alleged to have been violated:

ARTICLE ____ PARAGRAPH	ARTICLE ____ PARAGRAPH
ARTICLE ____ PARAGRAPH	ARTICLE ____ PARAGRAPH
ARTICLE ____ PARAGRAPH	ARTICLE ____ PARAGRAPH
The grievance also includes all applicable Articles of the Contract. Not later than the Level II appeal, if any, these Articles/Paragraphs must be identified.	

2. The date, or date(s), on which the violation allegedly occurred:
3. Describe how the Contract articles/paragraphs listed in #1 above were violated.
- _____ (Attach additional sheets if necessary)
4. What remedy do you want:

Date Submitted:	Date Received
Grievant's Signature:	Received By:
Job Steward/CSEA Signature:	

5. For County Office use (Supervisor's Response):

_____ (Attach additional sheets if necessary)

GLENN COUNTY OFFICE OF EDUCATION GRIEVANCE APPEAL FORM - LEVEL II
--

A copy of all prior Level written grievance forms, and the responses, must be attached to this Appeal.

Date Level I filed: Date decision rendered:
--

1. Any additional Articles/Paragraphs of the Contract alleged to have been violated must be identified at the time of the Level II appeal.

ARTICLE ____ PARAGRAPH	ARTICLE ____ PARAGRAPH
ARTICLE ____ PARAGRAPH	ARTICLE ____ PARAGRAPH

2. Reason(s) for Appeal:

3. Remedy Sought:

4. Conference Requested: ____ Yes ____ No

Date Submitted:	Date Received:
Grievant's Signature:	Received By:
Job Steward/CSEA Signature:	

5. For County Office use (Administrator's Response):



GLENN COUNTY
OFFICE of EDUCATION

ATTACHMENT C
PARAPROFESSIONAL: INSTRUCTIONAL AIDE
FORMAL EVALUATION

Name: _____
School Site: _____

Date: _____
Classroom Teacher: _____

Employees Please rate yourself in the completion of your work duties using the following scale: 1. Performance not consistent with the standard 2. Demonstrating beginning practice 3. Demonstrating maturing beginning practice 4. Demonstrating exemplary practice					Evaluator Please respond to the self-reflection rubric and provide a narrative on performance that addresses each standard
				Self-Reflection Rubric	
1	2	3	4	Work Habits	Evaluator's Comments
				Observe scheduled work hours	
				Have regular attendance	
				Communicate with the teacher if there is an absence	
				Input absence into the substitute system	
				Observance of rules and regulations for the school site	
				Observance of safety practices for the school site	
				Compliance with work instructions from the teacher or specialist for students	
				Follow and implement specific strategies for providing instruction	
				Keeping materials organized and in good working order	
				Willingness to cooperate with colleagues	
				Willingness to pursue professional growth opportunities	
1	2	3	4	Supervising Students	Evaluator's Comments
				Maintaining safety at all times	
				Using positive behavior support strategies	
				Implementing behavior strategies for specific students	
				Implementing the class schedule consistently and fairly	
				Implementing the classroom rules consistently and fairly	
				Maintaining records or collecting student data	
				Willingness to accept responsibility	

October 19, 2020

				Reporting incidents in a timely manner	
--	--	--	--	--	--

Commendations:

Recommendations:

☐ Plan for Improvement Needed

Evaluator Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Employee Signature: _____ Date: _____

Employees have five (5) working days to respond to any comments.

Classified Personnel Evaluation Guide

I. Purpose and Objectives of Evaluations

The purpose of evaluating employees is to provide a basis for encouraging greater work performance and providing feedback for areas that need growth. By using this evaluation tool classified staff members have an opportunity to reflect on their professional skills and to receive constructive feedback on both their reflection and their skills. 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 on how well they meet the needs of the position they are filling.

It is suggested that an employee evaluation will:

- A. Form the basis for constructive discussion between supervisory and their employees on all matters affecting performance.
- B. Develop mutual understanding and more effective work relationships.
- C. Encourage the development of individuals who may be qualified and/or qualifiable for promotion.
- D. Require all supervisors to reflect closely upon the work of their employees.
- E. Assure employees of an impartial and objective evaluation of their progress.
- F. Call attention to specific factors of performance, qualifications and personal characteristics so that they may be evaluated and discussed separately.
- G. Assist in determining necessary in-service training.
- H. Encourage employees toward self-analysis and toward the desire to improve or overcome specific weaknesses.

II. When Evaluations are to be Made:

The performance of classroom based bargaining unit members, who are assigned to a specific classroom which is taught by a teacher who has been credentialed by the CA Commission on Teacher Credentialing, shall be evaluated formally every other year. The classroom teacher shall write the evaluation which shall be reviewed by the employee and assigned Program Specialist. The evaluation shall be accepted or denied by the Program Specialist or the Director of Student Services.

An evaluation that is denied shall be conducted by either the Program Specialist or Director of Student Services.

An evaluation that is accepted by the Program Specialist or Director of Student Services shall be presented to the County Superintendent for approval. Once approved by the County Superintendent, the employee shall have ten (10) days to rebut.

The performance of non-classroom bargaining unit members shall occur every two years. The employee's supervisor shall write the evaluation which shall be reviewed by the employee. The evaluation shall be accepted or denied by the Director of Student Services.

An evaluation that is denied shall be conducted by the Director of Student Services.

An evaluation that is accepted by the Director of Student Services shall be presented to the County Superintendent for approval. Once approved by the County Superintendent, the employee shall have ten (10) days to rebut.

The final evaluation shall include recommendations, commendations and a growth plan if needed. 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.

- A. All permanent classified employees will be evaluated a minimum of every other year.
A school year runs from August to June of the following year.

III. Responsibility for Evaluations:

Evaluators are 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:

- A. The employee and the evaluator(s) should study and analyze the contents of the evaluation packet available through the Glenn County Office of Education.
- B. Employee will complete the self-reflection section on the evaluation form prior to meeting with the evaluator. The employee is encouraged to share any commentary on their self-reflection but is not required to do so.
- C. The involved parties should understand thoroughly the duties and requirements of the position held by the employee to be evaluated. If the employee does not have a classification description of such job, it may be obtained from the Glenn County Office of Education.
- D. 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 for all ratings. 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.
- E. Seniority shall not be taken into consideration.
- F. Careful consideration should be given to employee strengths and weaknesses. This care will be helpful to the employee and will aid the evaluator in reaching a more constructive review.
- G. The evaluator(s) and the employee will meet to discuss the contents of the evaluation at a time convenient to all parties. Evaluations will be kept confidential.
- H. The employee should receive 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.
- I. 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 copies of the evaluation form.
- J. Evaluator will send the original copy plus any attachments for the personnel file to the Human Resources Department.

KEY POINTS TO REMEMBER IN WRITING EVALUATIONS


- Remember that two of the objectives of writing performance reviews are to communicate and document information concerning the employee's performance for the time period since the last review.
- The review should be written in such a way as to consistently document and bring about improvement when the employee's performance has been sub-standard and improvement is imperative. Be prepared to support statements with substantive facts.
- The review should be written in such a way as to document poor performance and compliment positive performance in a substantive manner.
- If the employee's performance has been satisfactory, but not much more, a review should be written in such a way as to encourage improvement and identify concisely the area where improvement is most needed and expected.
- What is documented in the review, good or bad, should never be a surprise to the employee. As a result of day-to-day communication, the employee should have a clear understanding of how he/she is performing.
- Don't wait until just before review time to discuss a problem with an employee. Discuss problems before they grow or become habits.
- There must be consistency between what you write and how you feel or speak about the employee's performance.
- Avoid overusing the word "you" in criticizing but be sure to use it complimenting. In other words, when criticizing, de-emphasize who and stress what is wrong and how it is to be improved.
- Avoid hinting or being too subtle in your comments in order to avoid misinterpretation. Be sure to use concise language.
- Remember, the review should reflect performance over the entire period, not just the more recent part.
- Remember, the Human Resources Division is a staff department for advice, consultation and assistance to employees and supervisors in solving problems.
- Remember, to that particular employee you are reviewing, this review is the most important one you have ever written.

AGREEMENT RATIFICATION

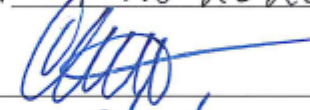
The Tentative Agreement signed on August 19, 2020 between the Glenn County Superintendent of Schools and the California School Employees Association and Its Westside Chapter #178 (CSEA) was ratified on September 21, 2020.

Glenn County Superintendent of School

CSEA Westside Chapter #718

By: 
Date: 9/25/2020

By: Anacelis Garcia
Date: 9-23-2020

By: 
Date: 9/23/2020

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

AGREEMENT RATIFICATION

The Tentative Agreement signed on February 11, 2020 between the Glenn County Superintendent of Schools and the CSEA Westside Chapter #718 was ratified on March 5, 2020.

Glenn County Superintendent of School

CSEA Westside Chapter #718

By: 

By: _____

Date: 4/8/2020

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: 

Date: 3/5/2020

By: 

Date: 3/5/2020