AGREEMENT

July 1, 2025 – June 30, 2027

California School Employees Association and its
San Mateo County Office of Education Chapter No. 158

and

San Mateo County Superintendent of Schools

San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City, California 94065

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1 – RECOGNITION 1
ARTICLE 2 – ORGANIZATIONAL SECURITY 1
2.1 – Certification of Unit Member's Authorizing Dues Deductions 1
2.2 – Dues Deductions 2
2.4 – Harmless Clause 2
ARTICLE 3 – ASSOCIATION RIGHTS 2
3.1 – Association Communications 2
3.2 – Use of Facilities 2
3.3 – Association Right of Access 2
3.4 – Release Time for Association Officers 3
3.5 – Board Agenda 3
3.6 – Right of Representation 3
3.7 – Right to Review 3
3.8 – Distribution of Agreement 3
3.9 – CSEA Paraeducator Conference 4
3.10 – Notices to the Association 4
ARTICLE 4 – MANAGEMENT RIGHTS 4
ARTICLE 5 – SALARY AND HEALTH AND WELFARE BENEFITS 5
5.1 – Salary 5
5.2 – PERS Payment 5
5.3 – Health and Welfare Benefits 5
5.4 – Life Insurance 6
5.5 – Dental Benefits 7
5.6 – Vision Benefits 7
5.7 – Retiree Medical Benefits 7
5.8 – Section 125 – Flexible Benefits Plan 7
5.9 – CalPERS Health Plan 7
5.10 – Mileage 9
5.11 – Longevity 9

5.12 – Out-of-Classification Pay 9
5.13 – Interpretation and Translation Duties Stipend 10
5.14 – Out-of-Classification Assignment 10
5.15 – Paraeducator Job Family Members as Substitute Teachers 10
5.16 – Employee's Property 10
5.17 – Catastrophic Illness or Injury Program 11
5.18 – Program Standards 11
ARTICLE 6 – HOURS AND OVERTIME 11
6.1 – Regular Work Week 11
6.2 – Distribution of Job Information 12
6.3 – Letter To Employees Prior To Commencement Of School Year 12
6.4 – Calendar 12
6.5 – Holidays 13
6.6 – Lunch Period 13
6.7 – Rest Periods 13
6.8 – Naturalist, Senior Naturalist and Health Care Specialist Scheduling 14
6.9 – Overtime 14
6.10 – Call-in Time 15
6.11 – Call-Back Time 15
6.12 – Shift Differential Compensation 15
6.13 – Transfer Between Shifts 15
6.14 – Meetings 16
6.15 – Vacancies 16
ARTICLE 7 – TRANSFER 16
7.1 – Transfer 16
7.2 – Voluntary Transfer 17
7.3 – Voluntary Transfer Special Education Paraeducators 17
7.4 – Involuntary Transfer 18
7.5 – Classroom Assignments for Paraeducators 18
ARTICLE 8 – LEAVES 19
8.1 – Bereavement Leave 19
8.2 – Court Appearance and Jury Duty Leave 20
8.3 – Military Leave 20

8.4 – Sick Leave 20
8.5 – Additional Sick Leave 23
8.6 – Termination of Sick Leave 24
8.7 – Personal Necessity Leave 24
8.8 – Pregnancy Disability Leave 25
8.9 – Parental Leave 29
8.10 – Unpaid Family Leave 30
8.11 – Industrial Accident Leave 38
8.12 – Retraining Leave of Absence 40
8.13 – Absence for Examination 40
8.14 – Leave of Absence Without Pay 41
8.15 – Leave to Serve in an Exempt, Temporary, or Limited-Term Position 41
8.16 – Retraining and Study Leave 42
8.17 – Personal Business Leave 42
8.18 – Military Spousal Leave 43
ARTICLE 9 – PERFORMANCE APPRAISAL 44
9.1 – Purpose 44
9.2 – Performance Appraisal 44
ARTICLE 10 – SAFETY 45
10.1 – Safety Committee 45
10.2 – Prevention of the Spread of Diseases 45
ARTICLE 11 – GRIEVANCE PROCEDURES 46
11.1 – Definitions 46
11.2 – Informal Level 46
11.3 – Level One 46
11.4 – Level Two 47
11.5 – Level Three 47
11.6 – Level Four 47
11.7 – Level Five 48
11.8 – Time Limits 48
11.9 – Group Grievances 48
11.10 – No Reprisals 48
11.11 – Records 48

11.12 – Information 49
11.13 – Representation 49
11.14 – Employee Processed Grievance 49
ARTICLE 12 – NEGOTIATIONS 49
12.1 – Notification and Public Notice 49
12.2 – Commencement of Negotiations 49
12.3 – Impasse 49
12.4 – Release Time for Negotiations 49
12.5 – Ratification of Additions or Changes 49
ARTICLE 13 – VACATION 50
13.1 – Vacation 50
13.2 – Vacation Scheduling 52
13.3 – Vacation Postponement 53
ARTICLE 14 – TRAINING 54
14.1 – In-Service Training Program 54
14.2 – Training Advisory Committee 54
14.3 – Visitation Day 54
ARTICLE 15 – CONTRACTING AND BARGAINING UNIT WORK 55
15.1 – Contracting Out 55
ARTICLE 16– JOB REPRESENTATIVES 55
16.1 – Purpose 55
16.2 – Selection of Job Representative 55
16.3 – Duties and Responsibilities of Job Representatives 55
ARTICLE 17 – NO DISCRIMINATION OR NO VIOLENCE 56
17.1 – Discrimination Prohibited 56
17.2 – No Discrimination on Account of Association Activity 56
17.3 – Harassment 56
17.4 – Stalking 56
17.5 – Violence 57
ARTICLE 18 – EXTENDED SCHOOL YEAR 57
ARTICLE 19 – CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS 57
19.1 – Placement in Class 57

19.2 – New Positions or Classes of Positions 57
19.3 – Reclassification..... 58
19.4 – Notice to Association 58
19.5 – Medical Assignment.....58
ARTICLE 20 – PROMOTION 58
20.1 – Promotion..... 58
20.2 – Examinations..... 58
20.3 – Seniority Credit..... 59
20.4 – Posted Notices..... 59
ARTICLE 21 – LAYOFF AND REEMPLOYMENT..... 59
21.1 – Length of Service 59
21.2 – Layoff Rights 60
21.3 – Notice of Layoff..... 60
21.4 – Notice of Displacement/Bumping Rights 60
21.5 – Reemployment List..... 60
21.6 – Equal Seniority..... 60
21.7 – Reemployment Rights..... 60
21.8 – Retirement in Lieu of Layoff 61
21.9 – Notification of Reemployment Openings 61
21.10 – Unit Employee Notification to County Office..... 61
21.11 – Reemployment in Highest Class..... 61
21.12 – Seniority List..... 62
21.13 – Limited Term Positions..... 62
21.14 – Termination Pay.....62
21.15 – Volunteers, Use of..... 62
21.16 – Employment as Substitutes 62
21.17 – Duty to Bargain Effects..... 62
ARTICLE 22 – DISCIPLINARY PROCEDURE..... 62
22.8 – Appeal 63
22.9 – Settlement..... 63
ARTICLE 23 – PROFESSIONAL GROWTH 64
23.1 – Purpose..... 64
23.2 – Eligibility..... 64

23.3 – Program Application 64
23.4 – Qualifying Coursework/Training 64
23.5 – Credits 64
23.6 – Compensation Increments 65
23.7 – Maximum Increments 65
23.8 – Verification Requirements 65
23.9 – Tuition Reimbursement 66
23.10 – Effective Date 66
ARTICLE 24 – JOB SHARING 66
24.1 – Job Sharing 66
24.2 – Application Procedures 67
24.3 – Compensation 67
24.4 – Benefits 67
24.5 – Return to Full-Time 67
ARTICLE 25 – EFFECT OF AGREEMENT 67
25.1 – Effect of Agreement 67
25.2 – Replacement for Severed Provision 67
ARTICLE 26 – OUTSIDE EMPLOYMENT 68
ARTICLE 27 – OUTDOOR EDUCATION 68
27.1 – Outdoor Education Classifications 68
ARTICLE 28 – TERM OF AGREEMENT 68
28.1 – Term of Agreement 68
SIGNATURE PAGE 69
APPENDIX A 70
APPENDIX B 71
APPENDIX C 72
APPENDIX D 73
APPENDIX E 81
APPENDIX F 82
APPENDIX G 83

Preamble

This Agreement is made and entered into pursuant to the California Government Code, Title 1, Division 4, Chapter 10.7, Sections 3540 through 3549, by and between the San Mateo County Superintendent of Schools, hereinafter referred to as "the County Office," and "the California School Employees Association Chapter No. 158," or its successors, hereinafter referred to as "the Association" or "CSEA" for the purpose of insuring the rights guaranteed to the employees of the unit, the County Office, and the Association by the above Act.

Article 1 – Recognition

The County Office hereby acknowledges the Association as the exclusive bargaining representative for all regular full-time and regular part-time classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement, except for positions designated by the County Office as management, supervisory, and confidential, and all other positions not specifically included. All newly created positions shall be assigned by the County Office to the appropriate bargaining unit, subject to the rules of the Public Employment Relations Board. Prior to making any such assignment, the County Office shall confer on the matter with a representative of the Association. The bargaining unit shall not be changed unless by mutual consent of the parties, subject to the rules of the Public Employment Relations Board.

Article 2 – Organizational Security

CSEA shall have the sole and exclusive right to have membership dues, Victory Club, and other fees as identified by CSEA deducted for employees in the bargaining unit by the County Office.

2.1 – Certification of Unit Member's Authorizing Dues Deductions

Within thirty (30) days of the ratification of the 2018-19 reopener negotiations, CSEA shall provide a certified list of individuals employed in CSEA represented positions who have authorized the County Office to withhold dues and other CSEA fees from that employee's pay warrant. Thereafter, on a monthly basis CSEA shall provide the County Office's Manager of Internal Business Services or designee (with a copy to the Associate Superintendent, Human Resources) with written notice of changes to the certified list for the following reasons:

2.1.1 An existing employee on the certified list has revoked an authorization to have dues and/or other CSEA fees withheld from his/her pay warrant.

2.1.2 An existing or new employee, not included on a prior certified list, has authorized to have dues and/or other CSEA fees withheld from his/her pay warrant.

If written notice is received by the County Office at least 3 work days prior to the closure of payroll for that month, the County Office shall commence with the authorization/revocation of dues and

other CSEA fees for that month. If the written notice is received after the above deadline, the County office shall commence with the authorization/revocation of dues and other CSEA fees for the following month. Nothing shall prevent the County Office, at its discretion, from processing authorizations/revocations after the three-day deadline, for that month.

CSEA's written notice shall include the full name of the affected employee and an effective date of that employee's authorization/revocation. Nothing prevents CSEA from providing written notice more frequently than once per month.

CSEA shall not be required to submit to the County Office a copy of the unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization. CSEA shall indemnify the County Office for any claims made by an employee for deductions made in reliance on its notification.

2.2 – Dues Deductions
Pursuant to Article 2.1, the County Office shall deduct, in accordance with the CSEA dues and fees schedule, dues and other fees from the wages of such employees.

2.3 – The County Office shall direct employee inquiries regarding changes or cancellations of deductions to the CSEA Labor Relations Representative.

2.4 – Harmless Clause
CSEA shall indemnify, defend, and hold the County Office harmless from any and all claims, demands, suits, or any other action arising from the organizational security provisions contained herein, including, but not limited to, to dues deductions made in reliance on CSEA's certified list provided to the County Office pursuant to Article 2.1. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

Article 3 – Association Rights

3.1 – Association Communications
The Association shall have the right to post notices of activities and matters of Association concern on institutional bulletin boards, and to use the inter-school mail service and employee mail boxes for communications to classified employees regarding matters for which the Association is lawfully involved, subject to reasonable regulations. Items placed in school mail must be signed by the responsible individual or organization.

3.2 – Use of Facilities
The Association shall have the right to use institutional facilities at reasonable times for the purposes of meetings concerned with the exercise of the rights set forth in this Agreement.

3.3 – Association Right of Access
Authorized representatives of CSEA shall be permitted to transact official Union business on County Office property at all reasonable times and to have reasonable access to employees when such access will not interfere with assigned duties of the employees, and shall have those rights

specified in Government Code section 3543.1(b).

3.4 – Release Time for Association Officers

3.4.1 Two Hundred and Twenty (220) cumulative hours of release time per fiscal year for Association Officers and appointed Stewards.

3.4.2 The appointed Stewards shall be identified in a letter, which shall be provided to the County Office on an annual basis.

3.4.3 In order to take this release time, an employee must submit a written request, using the Request for Paid Time Off form, for the leave to his/her supervisor as far in advance as possible, but, except in emergency situations, no less than five (5) days prior to the commencement of the leave. Approved use of release time by an Association Officer and/or appointed Steward must be reported using the County Office's absence reporting system (as of July 2016, the system is AESOP) and the Association Officer and/or appointed Steward must identify that the absence is due to "Union Business."

3.4.4 If an Association Officer or appointed Steward submits a request for release time for the purpose of attending a meeting between the County Office and a bargaining unit employee where the subject of the meeting is not one where the bargaining unit employee would have a legal right to union representation, then, if the County Office, in its sole discretion, approves the request, such time will be considered as release time under Article 3.4 and must be reported in the County Office's absence reporting system (as of July 2016, the system is AESOP) and the Association Officer and/or appointed Steward must identify that the absence is due to "Union Business."

3.4.5 In determining whether to approve the request, the factors the supervisor will take into account, include, but are not limited to, the impact on the Program and the ability to obtain substitute coverage.

3.5 – Board Agenda

A copy of the agenda and non-confidential supporting materials will be provided – including, but not limited to, via email – to the Association at least forty-eight (48) hours in advance of each Board meeting.

3.6 – Right of Representation

The Association shall have the right to have a representative confer with the supervisor of any unit member at any reasonable time regarding any employment matter involving the unit member.

3.7 – Right to Review

CSEA shall have the right to review employees' personnel files when accompanied by the employee or on presentation of a written authorization signed by the employee.

3.8 – Distribution of Agreement

3.8.1 Within thirty (30) days after the full ratification of a successor Agreement, the

County Office shall provide a draft of the successor Agreement to the Chapter President and Labor Relations Representative for CSEA's review. CSEA will review and return the draft copy of the Successor Agreement to the County Office within 30 days. The parties shall meet, unless they otherwise agree in writing, to review and approve the final version of the Successor Agreement.

3.8.2 Once the parties' finalize the Successor Agreement, the County Office and Association agree that the Agreement will be posted to the County Office's website. In addition the County Office, within 30 days of the finalization of the Successor Agreement, will provide to the Chapter President, without charge, 100 hard-copies of the Successor Agreement.

3.9 – CSEA Paraeducator Conference

3.9.1 The CSEA Chapter 158 President shall designate up to three (3) unit members to attend the annual California School Employees Association Paraeducator Conference with no loss of pay, expenses to be paid by the Association and/or the individual employee. Additional bargaining unit employees may be released by mutual agreement between the Association and the County Office. Bargaining unit employees will use release time from Article 3.4, if available, to remain in paid status while attending the Conference.

3.9.2 No more than two representatives shall be selected from a single section of a Program without the written approval of the Division Head.

3.9.3 Written application for such released time shall be submitted through the Division Head to the Associate Superintendent, Human Resources at least thirty (30) days prior to the conference.

3.10 – Notices to the Association

Throughout this Agreement, reference to notifying, informing, or otherwise communicating with "the Association" or "CSEA" shall mean notifying, informing, or otherwise communicating with the current President of CSEA Chapter 158.

Article 4 – Management Rights

The County Office reserves all rights not specifically limited by this Agreement, the Education Employment Relations Act, or the Education Code. Selected illustrations of these rights follow:

4.1 – To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services;

4.2 – To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;

4.3 – To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of office operations; and

4.4 – To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue and take action on any matter in the event of an emergency.

Article 5 – Salary and Health and Welfare Benefits

5.1 – Salary

5.1.1 2025-2026 School Year: The County Office shall provide a 3.5% increase to the salary schedule, retroactive to July 1, 2025.

5.1.2 2026-2027 School Year: The County Office shall provide a 3.5% increase to the salary schedule, effective July 1, 2026.

5.1.3 If, prior to the full ratification of this Agreement, a unit member retired or was placed on a reemployment list under the Education Code during the 2025-2026 or 2026-2027 school year(s), the unit member shall be eligible to receive the retroactive salary adjustment for the time in paid status during the respective school year(s).

The salary schedule(s) is attached as Appendix B.

5.2 – PERS Payment

5.2.1 The County Office shall pay the entire employee contribution to CalPERS. Employees who opted by January 1, 1985, to receive in salary an amount equivalent to PERS payments minus County Office payroll cost shall retain this option.

5.2.2 Effective January 1, 2013, a new bargaining unit employee hired on or after January 1, 2013, shall be required to fully contribute his/her portion of the CalPERS retirement contribution (which shall be 50% of the County Office's normal contribution to CalPERS). The County Office shall not pay any portion of the employee's contribution to CalPERS retirement.

5.3 – Health and Welfare Benefits

5.3.1 Health Benefits Cap

5.3.1.1 2026 Calendar Year Benefits Cap

Effective January 1, 2026, the County Office will contribute toward coverage in County Office provided medical plans for unit members who are 0.50 FTE or greater, as follows:

- Single Coverage –$1,400.00 per month

- Employee Plus One and Family Coverage – $1,750.00 per month

5.3.1.2 2027 Calendar Year Benefits Cap

Effective January 1, 2027, the County Office will contribute toward coverage in County Office provided medical plans for unit members who are 0.50 FTE or greater, as follows:

- Single Coverage $1,500.00 per month
- Employee Plus One and Family Coverage – $1,850.00 per month

5.3.1.3 Irrespective of the coverage level selected by the unit member, the cost of dental coverage will be deducted from the applicable monthly contribution prior to any medical or vision coverage deductions, i.e., if a unit member selects employee plus one dental coverage that full amount will first be deducted from the contribution amount defined above in Articles 5.3.1.1 and 5.3.1.2. The remainder will be applied toward medical coverage and if there is any leftover money from the contributions set out in the sentence above, it may be applied first toward the cost of single-only vision coverage and then toward vision coverage for spouses, registered domestic partners, or dependents.

5.3.2 Cash Back Option

Effective January 1, 2019, the County Office will contribute a maximum of $300 per month to employees who work more than 0.50 FTE and do not participate in one of the County Office CalPERS medical plans. The cost of single dental coverage and basic life insurance will be deducted from the $300 per month. The remainder will be "cash back" to employees.

5.3.3 In the event health plan requirements (Mandatory Health Plan Requirements) are adopted by the federal or state government(s), which impact the parties' bargained agreement on health care coverage, the parties agree that the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations to address health care coverage. The parties also agree to reopen the Agreement to bargain any change required by the Affordable Care Act ("ACA") regarding the imposition or pending imposition of an excise tax during the term of the Agreement due to coverage which violates maximum value coverage under the ACA (the "Cadillac Tax"), and to negotiate regarding the Cadillac Tax, including, but not limited to, how the Cadillac Tax will be apportioned between the parties.

5.4 – Life Insurance

The County Office provides $25,000.00 of life insurance.

5.5 – Dental Benefits

5.5.1 The County Office agrees to provide dental benefits as set forth in Option "L" of the San Mateo County Schools Insurance Group JPA.

5.5.2 In accordance with Article 5.3, any increase in premium costs associated with electing this dental plan shall be included within the County Office's maximum contribution per month for each eligible employee towards the monthly premiums for employee only medical, dental, and basic life insurance coverage.

5.6 – Vision Benefits

5.6.1 The County Office will make available option B of the plans offered through VSP to CSEA members.

5.6.2 Participation in the vision plan shall be voluntary and employees must elect to participate during the open enrollment period.

5.6.3 The premiums and other costs associated with electing to have vision coverage shall be the responsibility of each employee, except as specified in Article 5.3.1.3.

5.7 – Retiree Medical Benefits

5.7.1 The County Office provides an employee who retires a contribution of up to $200.00 per month to offset the cost of the County Office medical/dental plan premiums.

5.7.2 This payment will continue for ten (10) years or to age sixty-five (65), whichever occurs first.

5.7.3 To be eligible, the employee must have worked a total of ten (10) years, consecutively or non-consecutively, for the County Office before the effective date of retirement.

5.7.4 The retirees' spouse shall be allowed to receive the County Office contribution towards health and medical benefits if the retiree dies prior to completing the "benefit period," under the same conditions as the retiree.

5.8 – Section 125 – Flexible Benefits Plan

Association members shall be eligible to participate in the Section 125 Plan (premium only).

5.9 – CalPERS Health Plan

5.9.1 The County Office offers medical insurance through the CalPERS Health Program, subject to all of the conditions described herein.

5.9.2 The County Office medical insurance contribution per eligible half-time or more working unit member, shall be, at minimum, the contribution CalPERS requires per month, paid twelfthly.

5.9.3 Enrollment for every unit member in Dental and Life Insurance shall be mandatory. Any costs beyond the County Office's contribution shall be the sole responsibility of the unit member.

5.9.4 Every unit member working less than half-time shall be excluded from County Office medical plans and shall forfeit the County Office contribution to medical coverage.

5.9.5 Every unit member working at least half-time shall enroll in one of the health insurance plans offered by the County Office or provide proof of other health insurance coverage. If the unit member elects not to enroll in one of said plans, the County Office contribution shall be forfeited.

5.9.6 Except as otherwise provided in Article 5, any excess medical insurance premium for a unit member and dependents that is beyond the County Office CalPERS minimum required monthly contribution shall be the sole responsibility of the unit member.

5.9.7 The administrative and reserve costs charged to the County Office by CalPERS shall not exceed costs beyond 1% of any unit member health insurance premiums. Any cost beyond 1% shall be borne by the Association.

5.9.8 Retirees: Health insurance for retired members shall be provided under the following terms and conditions:

5.9.8.1 The County Office agrees to contribute the lesser amount set by the California Public Employee's Retirement Law per eligible retiree (as defined herein) per month for the life of the employee.

5.9.8.2 Retirees eligible for County Office optional contribution under Article 5 shall continue to receive this contribution as stipulated, less the required County Office paid enrollment fee to CalPERS. The excess County Office optional contribution shall be received by the retiree as cash back subject to all state and federal reporting rules.

5.9.8.3 If the retiree elects not to enroll in the CalPERS Health Plan, the County Office premium contribution amount in Section 5.9.8.1 above will be forfeited.

5.9.8.4 The surviving spouse shall continue to receive the basic County Office monthly contribution if he/she continues to receive STRS/PERS benefits.

5.9.9 The County Office reserves the right to cancel this plan with six months' notice and negotiate a plan acceptable to the parties.

5.9.10 The salary schedule shall show the County Office minimum required monthly

contribution to CalPERS for health benefits.

5.9.11 Future requirements by the Federal, State or local government for a percentage payroll tax, fee, charge for Health and Welfare benefits shall be deducted from the salary schedule.

5.10 – Mileage

The County Office shall reimburse an Association member at the current IRS rate per mile for use of the Association member's vehicle to conduct business for the County Office.

5.11 – Longevity

The County Office agrees that the changes in Article 5.11.1.1, 5.11.1.2, and 5.11.1.6 will be retroactive to July 1, 2019.

5.11.1 The base salary for unit members shall be increased by:

5.11.1.1 5% at the completion of the 7th year of service at the County Office.[1]

5.11.1.2 an additional 2.875% at the completion of the 10th year of service at the County Office.[2]

5.11.1.3 an additional 5% at the completion of the 14th year of service at the County Office.

5.11.1.4 an additional 2.5% at the completion of the 17th year of service at the County Office.

5.11.1.5 an additional 2.5% at the completion of the 20th year of service at the County Office.

5.11.1.6 an additional 2.5% at the completion of the 24th year of service at the County Office.[3]

5.11.1.7 an additional 2.5% upon completion of the 28th year of service at the County Office.

5.11.2 For computing longevity increments, a "year of service" shall be one calendar year of service as an employee on the regular (not variable) payroll.

5.12 – Out-of-Classification Pay

Any employee who is required to perform duties inconsistent with those assigned to the position

[1] Article 5.11.1.1 previously stated "2.875% (or $25 per month not prorated) at the completion of the 7th year of service at the County Office.

[2] Article 5.11.1.2 previously stated "an additional 2.875% (or $50 per month not prorated) at the completion of the 12th year of service at the County Office.

[3] Article 5.11.1.6 was added to this Agreement and the previous Article 5.11.1.6 was renumbered to 5.11.1.7. The new Article 5.11.1.6 adds a new longevity step at the completion of the 24th year of service at the County Office.

for a period of three days or more during any period of 15 calendar days shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

5.13 – Interpretation and Translation Duties Stipend

Effective July 1, 2026:

5.13.1 The assignment of interpretation and translation duties shall be offered by seniority within the same school site where the interpretation and/or translation duties are to be performed. For an employee to be eligible to be offered interpretation and/or translation work, the employee must have passed the County Office's bilingual proficiency assessment and the interpretation/translation work shall not be in a job classification which already requires proficiency in a second language. If no employee within the school site takes the assignment or if there is no employee qualified to do the work, then the work will be assigned to another qualified employee, as determined by the County Office.

5.13.2 Employees who are assigned to perform oral or written work in languages other than English shall be paid a bilingual differential of $20.00 per hour in addition to their base hourly rate for the time they perform the interpretation and/or translation work.

5.13.3 Employees shall be compensated for no less than fifteen (15) minutes of bilingual work and then in fifteen (15) minute increments thereafter, including travel from their assigned job site to perform this work (if required).

5.13.4 Bargaining unit employees shall submit timecards each month for any interpretation and/or translation work performed in that month.

5.14 – Out-of-Classification Assignment

Out-of-classification assignments shall be offered to employees on the site in the appropriate classification who meet the minimum requirements for the assignment as determined by the County Office, in order of seniority.

5.15 – Paraeducator Job Family Members as Substitute Teachers

Paraeducator Job Family Members may be employed as substitute teachers at the same job site provided they have the required qualifications and credentials.

5.16 – Employee's Property

5.16.1 The County Office shall reimburse an employee up to a maximum of $150 for damage to personal property, which is required in the course of the employee's employment.

5.16.2 No reimbursement will be provided for property damage due to the employee's negligence.

5.16.3 Claims for reimbursement shall be submitted in writing and approved by the employee's Program Manager.

5.17 – Catastrophic Illness or Injury Program

The parties agree to implement a catastrophic illness or injury program as defined in Education Code section 44043.5. The Program is attached as Appendix X.

5.18 – Program Standards

Effective with the first day of the month following the full ratification of the parties' successor collective bargaining agreement for July 1, 2019 through June 30, 2022, the parties agree as follows:

5.18.1 Class Size Stipend

When a class exceeds the class/program standards maintained by the County Office – a copy of the current class/program standards is available in the Human Resources Department – by 1 student, the paraeducator(s) assigned to the class will receive a $10 stipend per student for each day that the actual class attendance exceeds the applicable class/program standard.

5.18.2 Eligibility

In order to receive the stipend, a paraeducator:

5.18.2.1 must work the paraeducator's full assigned work day on the day the actual attendance exceeds the applicable class standard;

5.18.2.2 must submit a variable form covering the number of days of the stipend being requested for each month (covering the 21st of a month to the 20th of the following month). To be timely, the variable form must be submitted by the 23rd of the following month, e.g. a request for September/October must be submitted to the applicable supervisor by October 23rd. This form must specifically identify for each day a stipend is being requested, the number of students over the standard for that day; and

5.18.2.3 attached to the variable, the employee must include an attendance sheet for the class for the day the stipend is being requested and proof that the employee worked that day.

Article 6 – Hours and Overtime

6.1 – Regular Work Week

6.1.1 Except as specified in Article 6.4.2, the regular workweek for full-time employees shall consist of five (5) consecutive weekdays of scheduled

workdays of eight (8) continuous hours per day, exclusive of an employee's meal period, and forty (40) hours per week.

6.1.2 The regular days that employees are to be scheduled during a workweek shall be Monday through Friday, except for any employee mutually agreeing with the County Office to work a different schedule.

6.1.3 The regular workweek for Paraeducator job classifications shall consist of five (5) consecutive weekdays and scheduled workdays of six and one-half (6.5) continuous hours per day, exclusive of a 30-minute unpaid meal period, and 32.5 hours per week, exclusive of the 30-minute meal periods.

6.1.4 Part-Time Employees
The length of the workday and the number of days worked per workweek for part-time employees shall be designated by the County Office, however, the regular workday for part-time employees shall be no less than three (3) continuous hours per day, unless mutually agreed to in writing between the County Office and CSEA.

6.2 – Distribution of Job Information
Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

6.3 – Letter To Employees Prior To Commencement Of School Year
The County Office shall provide a letter to employees regarding their assignment prior to the commencement of each school year. The letter will include such information as the number of hours of the employee's assignment, the expected start and end time for the employee's work day, and whether the employee should be taking a one-half hour unpaid meal period.

6.4 – Calendar

6.4.1 Each employee shall be given information, as soon as possible at the start of the school year, as to the complete calendar for the school year, showing all workdays, holidays, vacation days (if applicable), and leave days for that employee.

6.4.2 The work year for all job classifications, except for Naturalist, Senior Naturalist and Health Care Specialist (i.e. Outdoor Education job classifications) shall be no less than 186 working days, plus holidays. The work year for Outdoor Education job classifications shall be no less than 155 working days, plus Holidays.

6.4.2.1 Working days beyond the regular work year shall be compensated at no less than the employee's regular hourly rate of pay.

6.4.3 The County Office shall provide a master list that contains the holidays and breaks for each of the Districts in which the County Office operates a Program.

6.4.4 Prior to the start of the new school year, the County Office shall provide: (1) a draft of the work year calendar to the CSEA Chapter President; and (2) an opportunity to negotiate. The work year calendar may include multiple work years in which case the County Office does not need to provide a draft and/or an opportunity to negotiate over the calendar for the year(s) that have been previously adopted by the Parties.

6.5 – Holidays

The County Office shall provide unit members with 16 paid holidays per year provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

6.5.1 Paraeducators and other unit members shall receive the following holidays if the holiday falls within the unit member's established work calendar and/or if they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

6.6.2.1 Independence Day
6.6.2.2 Labor Day
6.6.2.3 Veteran's Day
6.6.2.4 Thanksgiving (3 days, generally Thanksgiving Day as well as the day before and after Thanksgiving)
6.6.2.5 Winter Break (Generally, December 24th and December 25th)
6.6.2.6 New Year's Eve
6.6.2.7 New Year's Day
6.6.2.8 Martin Luther King Day
6.6.2.9 President's Days (2 days on dates to be determined)
6.6.2.10 Spring Holiday
6.6.2.11 Memorial Day
6.6.2.12 Juneteenth Day (effective with the 2022-2023 school year)

6.6– Lunch Period
All employees whose regular work day is six (6) hours or more shall receive a duty-free meal period without pay of not less than one half hour and no more than one hour.

6.7– Rest Periods
All employees shall receive a paid fifteen (15) minute rest period in each four (4) hour working period. Paraeducators shall receive a rest period based upon hours worked, as follows:

Hours Worked	Rest Period Minutes
5.0	19
5.5	21
6.0	23
6.5	25
7.0	27
7.5	29

Employees are not able to combine rest periods nor can skip a rest period in order to leave work prior to the conclusion of their scheduled workday.

6.8 – Naturalist, Senior Naturalist and Health Care Specialist Scheduling

In order to ensure the County Office's ability to provide services/supervision to students attending Outdoor Education, the County Office proposes for the classifications of Naturalist, Senior Naturalist and Health Care Specialist Scheduling the following take effect the first full month following ratification of the parties' negotiations:

6.8.1 That on a weekly basis, it may create a flexible work schedule where employees in such classifications will be assigned to one or more shifts during that week consisting of an 8-hour shift, absent any overtime requirements, with the earliest start time for the schedule being 7:30 am and the latest end of the workday being 11:00 pm. Under such schedules, employees may have different start and end times of their shift throughout the workweek. The County Office will provide advance notice to employees of their schedule prior to the start of the workweek.

6.8.2 That the County Office may create split shift schedules for employees whereby the employees will work their regular 8-hour shift, but it will be broken up into two work segments in a day provided that no segment shall be for less than two hours.

6.9 – Overtime

6.9.1 Overtime is defined as any time required, suffered, or permitted to be worked in excess of eight (8) hours in any one day or forty (40) hours in any calendar week.

6.9.2 Overtime must be authorized in advance by the employee's designated supervisor.

6.9.3 Overtime hours shall be compensated at one and one-half (1.5) times the regular rate of pay for the employee.

6.9.4 Compensatory time off in lieu of cash compensation shall be granted if requested by the employee. Such compensatory time off shall be taken within twelve (12) calendar months following the month in which the overtime was worked. If an employee has not taken earned compensatory time off by the end of the twelve-month period, the employee shall be paid an equivalent amount at the next pay period.

6.9.5 When an employee is required to work on any holiday, as listed in the calendar for the current school year, he/she shall be paid or given compensatory time off for such work in addition to the regular rate of pay received for the holiday at the rate of two (2) times his/her regular rate of pay. This Section does not apply to Saturdays or Sundays.

6.9.6 Overtime assignments shall be offered first to the senior qualified employee working within the classification involved, within the department or school site concerned, and thereafter shall be distributed as equally as possible within the department or school site. If the senior qualified employee chooses to refuse the overtime assignment, it shall be offered to the next senior qualified employee in the classification, in the Department or site, until the assignment is made. Refusal by a senior employee of any overtime assignment shall not waive his/her right under this Section to be offered any subsequent overtime assignment. If all qualified employees in the Department or site refuse an overtime assignment, the County Office may require the least senior qualified employee to perform the assignment.

6.10 – Call-in Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive at least three hours pay at the appropriate rate of pay, regardless of the actual time worked.

6.11 – Call-Back Time

Any employee called back to work after completion of his/her regular assignment shall receive at least three hours pay at the appropriate rate, regardless of the actual time worked.

6.12 – Shift Differential Compensation

6.12.1 All positions the regularly assigned time of which require the incumbent to work one-half time or more between the hours of 5:00 p.m. and 7:00 a.m., Monday through Friday, shall be paid at monthly rates one step higher than the range for daytime employees, a total of 5.75% for the second shift, and two steps higher for the third shift.

6.12.2 Employees assigned to night work on a continuous basis who are ordered to temporary daytime work shall suffer no reduction in compensation by reason of the change.

6.13 – Transfer Between Shifts

6.13.1 An employee may initiate a request for transfer between shifts by submitting a "Request for Transfer" form to the immediate supervisor. All request forms

shall be filed in the Human Resources Department and shall be kept in active status until the employee requests otherwise.

6.13.2 The employee shall be transferred to the next vacancy for which he/she is qualified following the submission of a "Request for Transfer." If no vacancy exists, the County Office shall make all possible efforts to implement requested transfers between shifts.

6.13.3 If two or more employees apply for a transfer to the same vacancy, the most senior employee shall be transferred except when urgent and/or special needs of the County Office require otherwise.

6.14 – Meetings

6.14.1 Employees who are requested to attend meetings outside of their regular working hours shall be given reasonable prior notice, and may not be required to attend if attendance would work a hardship on the employee.

6.14.2 Employees who attend such meetings shall be paid for the time spent at the meeting at their appropriate rate of pay.

6.14.3 Employees honored at meetings for longevity or other reasons during the employees' regular workday will, with the approval of their supervisor, receive release time to attend.

6.15 – Vacancies

6.15.1 When a position becomes vacant for a period of four calendar months or more, bargaining unit members in the same classification, who are currently working less hours than the vacant position, who have submitted a request for such assignment, shall be offered the position in order of seniority.

6.15.2 Positions which become vacant for less than four months may be filled by a substitute or probationary assignment at the discretion of the County Office.

Article 7 – Transfer

7.1 – Transfer

7.1.1 A transfer is a change in work site, but not in job class or salary.

7.1.2 The County Office has the responsibility and authority for final decision on all transfers.

7.1.3 Transfers shall not change the employee's anniversary date, accumulated sick leave, or accumulated vacation credits.

7.1.4 Transfers shall have no effect on seniority.

7.1.5 Transfers shall not be used as a device to alter the effects of impending layoff.

7.2 – Voluntary Transfer

7.2.1 A voluntary transfer is a transfer which is initiated at the employee's request.

7.2.2 An employee may initiate a request for transfer at any time by submitting a "Request for Transfer" form to the immediate supervisor, or in the case of a Paraeducator, to the Education Services Manager, and the Human Resources Department. Such transfer requests shall be valid for the current school year only.

7.2.3 Notice of Vacancies

7.2.3.1 Notice of all vacancies for internal transfer shall be posted on the County Office's website, at the County Office, and at each Program Center Office for a period of at least ten (10) days.

7.2.3.2 In addition to the notice in Article 7.2.3.1, the Personnel Commission provides notice of vacancies and/or opportunities to transfer.

7.2.3.3 The Human Resources Department shall notify the appropriate supervisor in writing of the employees to be considered from the transfer list.

7.2.3.4 No request for transfer shall be denied for arbitrary and capricious reasons.

7.2.4 Consideration Of Transfer Request

To be considered for a vacancy, an employee must either have a transfer request on file for that position or file a transfer request within the posting period.

7.2.5 Due consideration for assignment, in order of seniority, shall be given to employees who have requested transfer to the vacant position based on student need, program need, and employee benefit.

Employees so requesting shall be given the opportunity for an interview either in person or by phone.

7.3 – Voluntary Transfer Special Education Paraeducators

7.3.1 Employees within a Program shall have the opportunity to request and be considered for transfer to any vacancy within that Program before consideration is given to qualified employees of other programs who serve in the appropriate classification and who have submitted a transfer form to the Human Resources Department.

7.3.2 Filling of Vacancies

7.3.2.1 If the vacancy is not filled from within a particular Program, consideration will then be given to other qualified employees in the classification who have submitted a request for transfer form to the Human Resources Department.

7.3.2.2 All completed request forms shall be filed in the Human Resources Department and shall be kept in active status for the school year in which the transfer request was submitted.

7.3.3 If the vacancy remains unfilled, the County Office shall post a notice of the vacancy on the County Office's website, at the County Office, and Program Center Offices for a period of at least ten (10) days.

7.3.4 Due consideration for assignment, in order of seniority, shall be given to employees who have requested transfer to the vacant position based on student need, program need, and employee benefit. Employees so requesting shall be given the opportunity for an interview either in person or by phone.

7.4 – Involuntary Transfer

7.4.1 An involuntary transfer is a transfer which the County Office initiates. .

7.4.2 An involuntary transfer shall not be made for arbitrary and capricious reasons. Specific reason(s) for the transfer shall be given to the employee.

7.4.3 Notice of such transfer shall be given to the employee at least five days prior to being transferred, and the employee shall be given an opportunity to discuss the transfer with the supervisor prior to being transferred.

7.5 – Classroom Assignments for Paraeducators

7.5.1 All Paraeducator job classifications shall be assigned a classroom and a worksite at the start of each school year. Prior to making such assignments and prior to the start of the work year, returning Paraeducators will be surveyed regarding their preference of worksites and classrooms for the following work year. Survey results will be considered when making classroom assignments.

7.5.2 Voluntary Classroom Changes: During the school year, employees in Paraeducator job classifications may request to move classrooms at their worksite by submitting a request to change classrooms, in writing, to the worksite administrator. A request may only be submitted if there is a vacancy within a classroom at the same worksite as the Paraeducator submitting the request. Employees are limited to moving classrooms once per school year under this Section. The administrator shall have sole discretion to grant the request. The administrator shall not grant the request if it results in involuntary displacement of an existing Paraeducator from their assigned classroom.

7.5.3 Itinerant Paraeducators may be temporarily moved between worksites and classrooms on an as needed basis, at the discretion of the County Office. Involuntary permanent changes in assigned worksites during the work year shall be subject to the Involuntary Transfers Section of Article 7, Section 7.4.

7.5.4 To ensure there is sufficient Paraeducator coverage in all classrooms at a worksite, the County Office may temporarily move Paraeducators between classrooms at the same worksite in the following order:

7.5.4.1 Substitutes

7.5.4.2 Itinerant Paraeducators

7.5.4.3 If a classroom still requires additional Paraeducator coverage, then the County Office may request that a non-itinerant Paraeducator voluntarily move between classrooms at the same worksite. If all paraeducators at the worksite do not voluntarily agree to the temporary move between classrooms, the County Office may move the least senior, qualified Paraeducator at the worksite.

7.5.5 For purposes of Section 7.5, a worksite is defined as the physical address where the employee is assigned.

Article 8 – Leaves

8.1 – Bereavement Leave

8.1.1 All employees shall be granted leave with full pay for a period of up to five (5) working days in the event of the death of any member of the employee's immediate family.

8.1.1.1 This time shall not be deducted from the employee's accumulated sick leave.

8.1.1.2 For purposes of this Section, "immediate family" is defined as: mother, father, grandmother or grandfather of the employee, the employee's spouse or registered domestic partner, the spouse, registered domestic partner, son, son-in-law, registered domestic partner's son, daughter, daughter-in-law, registered domestic partner's daughter, brother, sister or grandchild of the employee, or any person living in the immediate household of the employee. In exceptional circumstances, the Superintendent may grant bereavement leave for other than those listed above.

8.1.1.3 Up to one day of leave with full pay may be granted by the Division Head to attend the funeral of a person other than those listed above. Employees requesting bereavement leave for a non-immediate family member must complete a County Office form certifying that

the employee is taking the bereavement day authorized under this Section.

8.1.2 Bereavement leave shall be taken within 15 days of the service.

8.1.3 Employees who are legally responsible for settling the affairs as a result of having been appointed an executor/executrix, etc. shall be granted five (5) additional days with full pay. The employee must provide written proof of being the legal administrator when making the leave request to the Senior Administrator of Human Resources.

8.2 – Court Appearance and Jury Duty Leave

8.2.1 All employees shall be granted leave with pay for jury duty, or to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

8.2.2 The employee shall refund to the County Office any amount received for jury or witness fees, not included travel or meal expenses.

8.3 – Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

8.4 – Sick Leave

8.4.1 Sick leave is the absence of an employee that includes being absent because of illness or injury of the employee, or illness or injury of the employee's child, which requires the absence of the employee during regularly assigned hours of service, or serious or emergency illness of the employee's immediate family members, as defined below, which requires such absence. Bargaining unit employees may use sick leave for the following purposes:

8.4.1.1 Safe leave: Employees may take safe leave if the employee or the employee's family member is a victim of a qualifying act of violence and time off is needed to:

8.4.1.1.1 Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;

8.4.1.1.2 Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;

8.4.1.1.3 Seek, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape

crisis center, or victim services organization as a result of a qualifying act of violence;

8.4.1.1.4 Seek, obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;

8.4.1.1.5 Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;

8.4.1.1.6 Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;

8.4.1.1.7 Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;

8.4.1.1.8 Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;

8.4.1.1.9 Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or

8.4.1.1.10 Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

Qualifying Act of Violence. For purposes of this Section, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member: (a) domestic violence; (b) sexual assault; (c) stalking; or (d) an act, conduct, or pattern of conduct that includes any of the following: in which an individual causes bodily injury or death to another individual; in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death

8.4.1.2 Sick leave: Bargaining unit employees may take sick leave for themselves and their eligible family members as defined in Section 8.4.2: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental

appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.

8.4.2 For purposes of this Section, "immediate family" is defined as: parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, grandparent of the employee or the employee's spouse or registered domestic partner, the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or grandchild of the employee, an individual for which the associate stands in loco parentis, legal guardian or ward, or any person living in the immediate household of the employee as well as a designated person. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or dependency status. A "designated person" means a person identified by the employee at the time the employee requests sick time. Employees are limited to one designated person per 12-month period.

8.4.3 Employees shall earn sick leave at the rate of 0.44 hours of sick leave per working day of eight (8) hours.

8.4.3.1 The base for full year computation is two hundred and thirty (230) days.

8.4.3.2 All annual calculations of sick leave shall be in whole numbers and be rounded to the next highest hour.

8.4.3.3 Employees working less than full time shall earn sick leave on the ratio their work year and/or work day bears to a full year of two hundred and thirty (230) days and a full day of eight (8) hours.

8.4.4 At the beginning of each fiscal year, the sick leave credit of the employee shall be increased by the number of days of paid sick leave, which he/she would normally earn in the ensuing fiscal year. An employee's sick leave credit shall be adjusted if a change in assignment alters the amount of sick leave earnable.

8.4.5 Sick leave may be taken at any time during the work year. A new employee with probationary status shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this Section, until the first day of the calendar month after 130 working days of active service with the County Office.

8.4.6 Sick leave shall be allowed in one-half hour increments or greater to cover all or just part of a work day. Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day.

8.4.7 If the need to use sick leave is foreseeable, an employee must provide reasonable advance notice – either orally or in writing – to his/her supervisor of

an absence from work. If the need to use sick leave is unforeseeable, the employee must notify the supervisor – either orally or in writing – of his/her absence no later than one hour prior to the start of each workday, except in situations where such notice is not possible. In situations where notice could not be given in a timely manner, notice of an employee's absence must be provided as soon as possible. The notice must also include a written explanation of why timely notice could not be given.

8.4.8 At least one day prior to the expected return to work, the employee shall notify the supervisor in order that any substitute employee may be terminated. If the employee fails to notify the supervisor and both the employee and the substitute report, the substitute is entitled to the assignment, and the employee shall be charged with a day of sick leave.

8.4.9 An employee absent more than five (5) consecutive working days shall be required to present a note from his/her health care provider stating the absence was necessitated by reasons covered by this Section and authorizing the employee to return to work with or without restrictions. A health care provider's statement may be required to verify any illness, injury or exposure to contagious disease, which is the basis for an employee's use of paid sick leave.

CSEA 158 ~ 10 MONTH EMPLOYEES

3 Personal Business Day

Sick Time = 8.5 hours per month

CSEA 158 ~ 12 MONTH EMPLOYEES

3 Personal Business Day
1 Floating Holiday

Sick Time = 8.5 hours per month

% Time	Hours	Sick Time Earned
100%	8 Hour Employee	102.0
93.75%	7.5 Hour Employee	80.0
87.50%	7.0 Hour Employee	74.0
81.25%	6.5 Hour Employee	69.0
75.00%	6.0 Hour Employee	64.0
68.75%	5.5 Hour Employee	58.0
62.50%	5.0 Hour Employee	53.0

The formula for calculating sick time for percentage Employees is 8.5 x 10 x % = Sick time for the school year.

8.5 = sick hours earned per month for all 100 % employees
10 = indicates 10 month employee
% = percentage of time worked (i.e. 6.5 hour employee is an 81.25 % employee)

8.5 – Additional Sick Leave

8.5.1 After exhaustion of all paid sick leave, or, at the permanent employee's option, after all sick leave, vacation, or other paid leave is used, a permanent employee

shall be granted supplemental leave for up to the balance of 100 working days, exclusive of vacation or other paid leave. During the supplemental leave period, the permanent employee will receive fifty percent of his/her regular salary. Provisions of the supplemental leave shall be allowable under industrial and accident injury leaves.

8.5.2 After exhaustion of all paid leave, a permanent employee may be placed on an additional leave upon request, and with approval of the County Office. The additional leave shall be unpaid and may be extended for any period not to exceed twelve (12) months. If placed on unpaid leave, the permanent employee shall not again become eligible for paid leave because of the commencement of a new fiscal year until he/she has rendered service.

8.6 – Termination of Sick Leave

8.6.1 An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties, and if the leave has been for more than twenty (20) working days, provided that he/she has notified the County Office of his/her return at least three working days in advance. An employee shall continue to receive seniority credit when on paid sick leave.

8.6.2 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Section, the employee is still unable to assume the duties of his position, he/she may be dismissed at the discretion of the County Office, and if so he/she will be placed on a reemployment list for a period of thirty-nine (39) months.

8.7 – Personal Necessity Leave

In cases of personal necessity an employee may use, at his/her election, his/her sick leave for the following reasons. No more than seven (7) days of such accumulated sick leave may be used in any school year for the purposes enumerated below:

8.7.1 Death of a member of his/her immediate family when additional leave is required beyond that provided in this Article.

8.7.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

8.7.3 All illnesses of a member of the employee's immediate family as defined under Bereavement Leave in Article 8.1, sudden or serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which required the absence of the employee during assigned hours of service.

8.7.4 For employees who have been employed by the County Office for less than one year (i.e. they do not meet the requirements of Government Code section 12945.2(a) with respect to having been employed for at least 12-months of service), the birth or adoption of a child, making it necessary for an employee

who is to be the parent of the child to be absent from his/her position during his/her assigned hours of service.

8.7.5 Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his assigned hours of service.

8.7.6 Personal necessity shall not be limited to reasons enumerated above but may include personal business of unforeseen emergency nature, which cannot be taken care of during non-school house. Personal matters, which would prove embarrassing, need only be communicated orally to the supervisor and need not be written on the form requesting personal necessity. Personal business matters shall, at the request of the employee, be considered confidential at all administrative levels. Details beyond those necessary to establish the legitimacy of the reason for personal necessity need not be divulged.

8.7.7 Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

8.8 – Pregnancy Disability Leave

8.8.1 Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

8.8.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee's healthcare provider, she cannot work at all or are unable to perform any one or more of the essential functions of the employee's job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

8.8.3 Reasonable Accommodation for Pregnancy-Related Disabilities

8.8.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the employee's health care provider has certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.

8.8.3.2 The County Office will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

8.8.3.3 As part of this accommodation process, no additional position will be created and the County Office will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

8.8.3.4 Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

8.8.3.4.1 Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;

8.8.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and

8.8.3.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The County Office may require an employee provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

8.8.3.5 Duration

8.8.3.5.1 The County Office will provide an employee with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider.

The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

8.8.3.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

8.8.3.6 Reinstatement

8.8.3.6.1 If the employee and the County Office have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the County Office that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the County Office of her readiness to return.

8.8.3.6.2 Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide the Personnel Director with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

8.8.3.6.3 An employee will be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the County Office will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not

taken the leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

8.8.3.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or County Office policy or the County Office has otherwise approved the employee to take additional time off.

8.8.3.7 Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. An employee may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting vacation or sick leave for unpaid leave.

8.8.3.8 Benefits

8.8.3.8.1 The County Office will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the County Office will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12

additional weeks off from work to bond with a new baby under CFRA, the County Office will continue her health insurance benefits for the 12 workweek period.

8.8.3.8.2 In some instances, the County Office may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or County Office policy or not returning due to circumstances beyond her control.

8.9 – Parental Leave

8.9.1 Operative Date and Interpretation of Parental Leave Section

This Section shall become effective as of January 1, 2017. This Section is based on Education Code section 45196.1 and shall be interpreted and implemented in compliance with Section 45196.1 as amended by the California Legislature or interpreted by a court with jurisdiction over the County Office and CSEA.

8.9.2 Definition of Parental Leave

For the purposes of this Section, "parental leave" has the same definition as set forth in Education Code section 45196.1, which provides that "parental leave" 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."

8.9.3 Eligibility for Parental Leave

8.9.3.1 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the unit member's duties on account of parental leave pursuant to Government Code section 12945.2 and/or Education Code section 45196.1 for a period of up to 12 work weeks, the unit member shall be compensated at 50% of his/her regular salary for the remaining portion of the 12-workweek period of parental leave.

8.9.3.2 In order to be eligible for leave under this Section, a unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period; however, the unit member must otherwise satisfy the requirements set forth in (a) of Government Code section 12945.2(a) and Article 8.10.1.

8.9.4 Calculation of Parental Leave

For the purposes of this Section:

8.9.4.1 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to Government Code section 12945.2 and Article Article 8.10 if the unit member qualifies for such leave.

8.9.4.2 For unit members who have not worked 1,250 hours during the previous 12-month period, but otherwise meet the requirements of Government Code section 12945.2(a) and Article 8.10.1, the 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

8.9.4.3 A unit member shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, however, the unit member may take the balance of the 12-week period in the subsequent school year.

8.9.4.4 The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

8.9.4.5 Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 and Article 8.10.

8.9.5 One 12-Week Leave Period Both Parents Employed By The County Office

When both spouses (registered domestic partners) of the child are employed by the County Office, and are eligible for leave under this Section, consistent with Article 8.10.4.1, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for parental leave.

8.10 – Unpaid Family Leave

8.10.1 To be eligible for leave under the FMLA (Fed-FMLA) and CFRA (collectively "FMLA Leave"), employees must have: (1) completed twelve months of service for the County Office (not necessarily consecutive); and (2) worked at least 1,250 hours over the previous 12 months as of the start of the leave.

8.10.1.1 Bargaining unit employees who are otherwise eligible for FMLA Leave, but are employed for less than six hours per day or worked less than 1,250 hours during the preceding 12 months prior to the start of the leave shall be entitled to FMLA Leave, but without the County Office-paid benefit contribution provided in Article 8.10.7.

8.10.1.2 This leave includes the days of paid personal necessity leave which may be used for parental leave pursuant to section Article 8.7.

8.10.2 Reasons For Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner or a child of a registered domestic partner, parent-in-law, grandparent, grandchild, designated person, or sibling (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only); and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

8.10.2.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");

8.10.2.2 to care for an immediate family member (spouse, child, or parent and for CFRA Leave: registered domestic partner, child of a registered domestic partner, parent-in-law, grandparent, grandchild, designated person, or sibling with a serious health condition) ("Family Care Leave");

8.10.2.3 an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");

8.10.2.4 a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States ("Military Emergency Leave"); or

8.10.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below ("Military Caregiver Leave").

8.10.3 Definitions

8.10.3.1 "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person

standing in loco parentis, and for Fed-FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence.

8.10.3.2 "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

8.10.3.3 "Designated Person," for purposes of this Section, means any individual related by blood or whose association with the unit member is the equivalent of a family relationship. Unit members may identify a designated person at the time they request CFRA Leave. Unit members are limited to one designated person per 12-month period.

8.10.3.4 "Parent," for purposes of this Section, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents "in law" except only under the CFRA. For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.

8.10.3.5 "Covered Active Duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

8.10.3.6 "Covered Servicemember" means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty

while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

8.10.3.7 "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

8.10.3.8 "Qualifying exigency" for Fed-FMLA is defined by the Department of Labor and for CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

8.10.4 Leave Length

8.10.4.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

A 12-month period begins on the date of the employee’s first use of FMLA Leave. Successive 12-month periods commence on the date of the employee’s first use of such leave after the preceding 12-month period has ended. There is no carryover of unused leave from one fiscal year to the next fiscal year.

8.10.4.2 The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A “single

12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the County Office and are eligible for leave under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

8.10.4.3 Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the County Office's operations. An employee must contact his/her manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the County Office may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

If an employee's request for intermittent leave is approved, the County Office may later require an employee to obtain recertifications of his/her need for leave.

8.10.4.4 To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with

Disabilities Act and/or the Fair Employment and Housing Act ("FEHA"). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the County Office will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

8.10.4.5 This leave represents the minimum available unpaid leave. The employee may request additional unpaid leave under Article 8.

8.10.5 Notice and Certification

8.10.5.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

8.10.5.1.1 Employees may be required to provide: (1) when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by the County Office's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (5) periodic reports during the leave.

Certification forms are available from the Human Resources Department.

8.10.5.1.2 At the County Office's expense, the County Office may also require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition. In some cases, the County Office may require a second or third opinion regarding the injury or illness of a

"Covered Servicemember." Employees are expected to cooperate with the County Office in obtaining additional medical opinions that the County Office may require.

8.10.5.1.3 When leave is for planned medical treatment, an employee must try to schedule treatment so as not to unduly disrupt the County Office's operation. Employees are to contact their manager or Human Resources prior to scheduling planned medical treatment.

8.10.5.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA Leave is certified, the County Office may later require medical recertification in connection with an absence that an employee report as qualifying for Fed-FMLA Leave. For example, the County Office may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) the County Office receives information that casts doubt upon the employee's stated reason for the absence. In addition, the County Office may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the County Office shall be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may be requested by the County Office at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

8.10.5.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave are required to provide: (1) the County Office with as much notice of the need

for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

8.10.5.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

8.10.6 Generally, FMLA Leave is unpaid. The County Office may require employees to use accrued vacation during any unpaid portion of the FMLA leave to the extent allowed by applicable law. The County Office may require employees to use accrued sick leave during FMLA Leave for the employee's own serious health condition during any unpaid portion of a FMLA Leave. However, the County Office will only require employees to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by the County Office and the employee. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

8.10.7 Benefits

8.10.7.1 The County Office will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee want his/her benefits coverage to continue during the leave, the employee must also continue to make any premium payments that he/she is now required to make. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently will generally be provided with group health benefits for a 12 workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the County Office will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health

benefits coverage for up to a maximum of 26 workweeks. The County Office may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

8.10.7.2 If an employee is on a FMLA Leave, but is not entitled to continued paid group health insurance coverage, the employee may continue his/her coverage through the County Office in conjunction with federal and/or state COBRA guidelines by making monthly payments to the County Office for the amount of the relevant premium. Please contact Human Resources for further information.

8.10.8 Job Reinstatement

8.10.8.1 Under most circumstances, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if he/she had been continuously employed rather than on leave.

8.10.8.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

8.10.9 Entitlement to family care and medical leave for the purposes of the employee's own illness shall be satisfied by and run concurrently with leaves taken pursuant to section Article 8 (Sick Leave, Additional Sick Leave, and Parental Leave).

8.10.10 Section 8.10 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

8.10.11 Department of Labor Notice WH1420 is attached to this Agreement as Appendix C.

8.11 - Industrial Accident Leave

Employees having accidents or illnesses arising out of and in the course of employment are

covered by Worker's Compensation insurance as outlined below:

8.11.1 Paid industrial accident leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident or illness. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

8.11.2 Industrial accident or illness leave commences on the first day of absence and shall be reduced by one (1) day for each day of authorized absence up to the maximum allowable amount.

8.11.3 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall then be used; but if an employee is receiving worker's compensation the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which when added to the worker's compensation award, shall provide for a full day's wage or salary.

8.11.4 Periods of paid leave of absence shall not be considered a break in service of the employee. An employee shall continue to receive seniority credit for all purposes while on such paid leave of absence.

8.11.5 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the County Office, the employee shall endorse to the County Office wage loss benefit checks received under the worker's compensation laws of this state. The County Office, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Section.

8.11.6 After the expiration of all paid leave privileges, the County Office may place the employee on an industrial accident leave without pay. When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 39 months.

8.11.7 Any employees receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorized travel outside the State.

8.11.8 While an employee is on any paid leave resulting from an industrial accident or illness, the employee's salary paid by the County Office shall not, when added

to a normal temporary disability allowance award without penalties granted the employee under State Worker's Compensation Insurance laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his basic daily assignment. Final allowance set by the State for permanent disability settlements shall not be subject to remittance to the County Office under this Section.

8.12 – Retraining Leave of Absence

8.12.1 In the event that the County Office contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reasons, it may provide for retraining of displaced employees in accordance with this Section.

8.12.2 To be eligible for retraining leave, an employee must:

8.12.2.1 Have served at least three (3) years with the County Office.

8.12.2.2 Serve in a position which the County Office contemplates abolishing, or show that the retraining will clearly benefit the County Office.

8.12.2.3 Indicate a willingness to undergo the prescribed training program.

8.12.2.4 Indicate a willingness to serve the County Office for at least two (2) years after successful completion of the retraining program.

8.12.3 The County Office shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

8.12.4 The employee shall be considered a permanent employee for all purposes during the period of the retraining program and shall receive his/her normal compensation and benefits. The County Office may prescribe duties, if any, to be performed by the employee on behalf of the County Office during retraining leave. The County Office shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the employee if he/she fails to complete the prescribed retraining program.

8.12.5 The County Office may establish retraining programs for purposes other than outlined in this section and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three-year service requirement shall prevail. Such programs must be endorsed by the Commission and must be available to all qualified employees of the County Office, except that approval for such leave shall be discretionary with the County Office.

8.13 – Absence for Examination

Every employee in the classified service shall be permitted to be absent from the person's duties

during working hours in order to take any examination for promotion in the office without deduction of pay or other penalty, provided that the person gives two days' notice to the person's immediate supervisor.

8.14 – Leave of Absence Without Pay

8.14.1 Leave of absence without pay may be granted to a permanent classified employee upon the written request of the employee and the approval of the County Office. The leave is subject to the following restrictions.

8.14.2 Leave of absence without pay may be granted for any period not exceeding one year, except as otherwise provided by applicable law, that leave of absence for military service shall be granted as provided by Education Code and the Military Veterans Code, and leave of absence for service in the Peace Corps or the Red Cross or Merchant Marines during the time of national emergency may be granted for a period not to exceed twenty-four (24) months.

8.14.3 The granting of a leave of absence without pay gives to the employee the right to return to a position in the same classification at the expiration of the leave of absence, provided he/she is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned must be reassigned upon completion of the leave.

8.14.4 The County Office may, for good cause, cancel any leave of absence by giving the absent employee due notification, in writing, of such ruling. An employee may make a written request to the County Office to return to work prior to the expiration date of the leave. The County Office may approve or reject the request.

8.14.5 Failure to report for duty within five working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the County Office.

8.14.6 If an employee cannot be placed in a vacant position in his class upon return from leave of absence, he/she shall have bumping and reemployment rights, in accordance with his seniority in the same manner as if he had been laid off for lack of work or lack of funds on the date his leave expires.

8.15 – Leave to Serve in an Exempt, Temporary, or Limited-Term Position

8.15.1 Any permanent classified employee who accepts an assignment within the County Office to an exempt, temporary, or limited-term position shall, during such assignment, be considered for status purposes as serving in his/her regular position, and such assignment shall not be considered separation from service.

8.15.2 The employee may, with the approval of the appointing authority, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in an exempt, temporary, or limited-term position.

8.15.3 Failure to complete the required service, unless approved as specified herein, will constitute abandonment of his/her position and may be grounds for disciplinary action by the appointing authority.

8.16 – Retraining and Study Leave

8.16.1 A leave of absence for study/retraining may be granted to any member of the bargaining unit.

8.16.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

8.16.3 Study leave or retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.

8.16.4 No more than one study or retraining leave of absence shall be granted in each three (3) year period.

8.16.5 The County Office may prescribe standards of service which shall entitle the employee to the leave of absence.

8.16.6 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

8.17 – Personal Business Leave

8.17.1 Three days of leave with pay per fiscal year shall be allotted to all eligible unit members for personal business that cannot reasonably be conducted outside of school hours or for a mental health day. Personal business leave/mental health days may not be used during the first two weeks of a unit member's assigned work year, within the last two weeks of a unit member's assigned work year or the two days preceding or after a County Office recognized holiday, except with the advanced written permission of the unit member's immediate supervisor, or in emergency situations. In the event of an emergency situation, the unit member must provide immediate notice to their supervisor of the need to take a personal business leave day.

8.17.2 In addition, one day of leave with pay per fiscal year shall be allotted to all eligible unit members for personal business that cannot reasonably be conducted outside of school hours. This additional day shall be deducted from

an employee's sick leave accrual.

8.17.3 Employees shall be eligible to use their Personal Business Leave days six months after their actual date of hire.

8.17.4 There will be no carry-over of Personal Business days from school year to school year.

8.18 - Military Spousal Leave

8.18.1 The County Office provides spouses of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this Section, a "qualified leave period" means the period during which the spouse or registered domestic partner is on leave from deployment during a period of military conflict.

8.18.2 An employee is eligible for leave under this Section if he or she:

8.18.2.1 Is the spouse or registered domestic partner of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;

8.18.2.2 Works for the County Office for an average of 20 or more hours per week;

8.18.2.3 Provides the County Office with notice of his or her intention to take leave within two business days of receiving notice that his or her spouse or registered domestic partner will be on leave from deployment; and

8.18.2.4 Submits written documentation to the County Office certifying that the spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

8.18.3 Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

8.18.4 Leave taken under this policy will not affect an employee's right to any other benefits, although an employee may elect to use accrued vacation during the time off.

8.18.5 The County Office will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this Section.

Article 9 – Performance Appraisal

9.1 – Purpose

9.1.1 To provide the employee with information regarding the status of his/her employment and quality of work.

9.1.2 To provide the County Office and the immediate supervisor or designee with current reports and permanent records on the performance of the employee.

9.1.3 To be considered for transfer requests.

9.2 – Performance Appraisal

9.2.1 All bargaining unit employees shall be evaluated by the employee's immediate supervisor or designee on forms jointly agreed to by the Association and the County Office (see Appendix D).

9.2.2 Evaluation Cycles

9.2.2.1 Permanent employees shall be evaluated annually. Probationary employees shall be evaluated after three (3) months and after five (5) months.

9.2.2.2 Regular employees (except employees on Step V of the Salary Schedule) shall be evaluated annually between September 1 and May 30.

9.2.2.3 Regular employees on Step V of the Salary Schedule shall be evaluated every other year.

9.2.3 All evaluations shall be based upon direct knowledge and/or observation of the employee's performance.

9.2.4 Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made. The employee shall have the right to review and respond to the evaluation.

9.2.5 All evaluations shall be signed by the evaluator(s) and by the employee. By signing the evaluation form, the evaluator(s) and the employee certify that they have met and discussed the evaluation.

9.2.6 A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the next higher level supervisor.

9.2.7 One copy of the completed evaluation form shall be given to the bargaining unit employee. The original evaluation report will be placed in the personnel file of the employee. No evaluation of any unit employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.

9.2.8 Any person who places written material or drafts written materials for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

Article 10 – Safety

10.1 – Safety Committee

10.1.1. A safety committee shall be formed composed of two members appointed by the County Office and two members appointed by the Association, which committee shall review health, safety and sanitation conditions.

10.1.2 The committee shall make recommendations to the County Office concerning health and safety.

10.2 – Prevention of the Spread of Diseases

10.2.1 The County Office shall make every reasonable effort to comply with applicable sections of the California Occupational Health and Safety Act, to the extent possible within the financial resources of the County Office. The goal of the County Office is to provide a safe and healthy environment for its employees.

10.2.2 The County Office will also make reasonable effort to ensure that Special Education facilities have running water, if needed, and, if required by students, such supplies as disposable diapers, plastic bags and gloves, disinfectants, etc. Employees shall not be required to change the wearing apparel of incontinent students unless such supplies are available. The County Office shall make a reasonable effort to provide hot running water where needed within a reasonable distance in or near existing SMH, and OH classrooms.

10.2.3 All employees who work directly with students shall be informed in writing of the nature and ramifications of exposure to the following:

10.2.3.1 Cytomegalovirus
10.2.3.2 Hepatitis
10.2.3.3 Rubella
10.2.3.4 Herpes Simplex Virus II

10.2.4 Any bargaining unit members who are at high risk and who are assigned to work with these students shall have the right to request transfer as outlined in

Article 7 – Voluntary Transfer, of this Agreement. Failing the availability of transfer options, the employee may be reassigned to other duties.

Article 11 – Grievance Procedures

11.1 – Definitions

11.1.1 A "grievance" is a complaint by an employee(s) or CSEA that there has been an alleged misinterpretation, misapplication, or violation of the Agreement.

11.1.2 A "grievant" is an employee or CSEA.

11.1.3 A "day" is any day in which the central administrative offices of the County Office are open for business.

11.1.4 The "immediate supervisor" is the lowest level site administrator having line supervisory authority over the grievant who has been designated to adjust the grievance.

11.2 – Informal Level

Within fifteen (15) days of the act or omission giving rise to the grievance or within fifteen (15) days of the date the grievant should have reasonably known of the act or omission, the grievant must discuss the grievance with his/her immediate supervisor. The grievant must, in writing, either in advance or during the meeting, specifically identify that the meeting constitutes the Informal Level grievance meeting. The immediate supervisor shall respond to the grievance in writing within five (5) days of the meeting.

11.3 – Level One

11.3.1 If the grievant is not satisfied with the disposition of the grievance at the Informal Level, or if no response has been rendered by the immediate supervisor within the time limit specified for the response at the Informal Level, the grievant must file a formal grievance in writing with the immediate supervisor no later than fifteen (15) days after the Informal Level grievance meeting. The grievance shall be filed on forms prepared jointly by the Association and the County Office (see Appendix E). Such forms shall be readily available at all job sites.

11.3.1.1 The grievance shall include the following:

11.3.1.2 The date and description of the occurrence or omission which gave rise to the grievance.

11.3.1.3 A statement of how the grievant was adversely affected.

11.3.1.4 The specific section or sections of the agreement alleged to be misinterpreted, misapplied, or violated.

11.3.1.5 The specific remedy sought by the grievant to resolve the grievance.

11.3.1.6 The signature of the grievant and the date submitted.

11.3.2 The immediate supervisor shall respond to the grievant within five (5) days after the filing of the formal grievance, and shall communicate his/her decision in writing to the grievant.

11.4 – Level Two

11.4.1 If the grievance is not resolved at Level One, or if the supervisor fails to respond in writing within five (5) days, the grievant may appeal the decision in writing within five (5) days to the Division Head.

11.4.2 The appeal shall include a copy of the original grievance, the decision rendered at Level One, and a clear, concise statement of the reason for the appeal.

11.4.3 Within five (5) days after receiving the appeal, the Division Head or his designee shall meet with the grievant to hear the grievance.

11.4.4 Within ten (10) days of receipt of the appeal, the Division Head shall give his/her decision in writing to the grievant.

11.5 – Level Three

11.5.1 If the grievance is not resolved at Level Two, or if the Division Head fails to respond in writing within five (5) days, the grievant may appeal the decision in writing within five (5) days to the Superintendent.

11.5.2 Within five (5) days after receiving the appeal, the Superintendent shall give his/her decision in writing to the grievant.

11.6 – Level Four

11.6.1 If the grievant is not satisfied with the decision rendered at Level Three, or if the Superintendent fails to respond in writing within five (5) days, the grievant may request the services of a Conciliator from the California State Conciliation Service in an attempt to resolve the grievance through mediation. Such request shall be made within ten (10) working days of receipt of the decision at Level Three. CSEA and the grievant shall determine which grievance(s) shall be submitted to mediation.

11.6.2 Either party may bring a representative or conferee of his/her choice, at any level of the grievance procedure, provided prior notification is given.

11.6.3 The Conciliator shall have no authority or power to add to, delete, or alter any provision of the Agreement, but shall limit the recommendation to the application and interpretation of its provisions. The Conciliator's recommendations shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

11.6.4 The recommendation of the Conciliator shall be submitted within ten (10) working days after the close of the mediation effort.

11.7 – Level Five

11.7.1 If the grievance is not resolved through mediation, the grievant(s) may request in writing to the Superintendent, a hearing before the Board of Education within ten (10) working days after the close of the mediation effort.

11.7.2 The appeal shall include a copy of the original grievance, the decisions rendered at Level I, II, III, IV, and a clear, concise statement of the reason for the appeal to Level V.

11.7.3 The Board of Education shall hear the grievance. Within twenty (20) working days after the close of the hearing, the Board of Education shall render a final decision in writing to the parties in interest. The grievant(s) shall not be deemed to have waived his/her right of judicial review through the use of the grievance procedure.

11.8 – Time Limits

11.8.1 Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly.

11.8.2 Every effort should be made to complete action within the time limits contained in the grievance procedure.

11.8.3 Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

11.8.4 Failure by the County Office to respond to the grievance within the specified time limits allows the grievant to take the grievance to the next level.

11.9 – Group Grievances

11.9.1 Grievances filed by more than one employee must be signed by all the employees named as grievants.

11.9.2 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two.

11.10 – No Reprisals

No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

11.11 – Records

11.11.1 No grievance shall be retained in the employee's personnel files.

11.11.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the employee(s).

11.12 – Information
All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control, which is relevant to the issues raised by the grievance.

11.13 – Representation
The grievant may be represented by a representative of CSEA at any level of the grievance procedure.

11.14 – Employee Processed Grievance
Prior to mediation, an employee may present a grievance and have such grievance adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement, provided the County Office shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

Article 12 – Negotiations

12.1 – Notification and Public Notice
If either party desires to alter or amend this Agreement, it shall, not later than March 1st of the year in which the Agreement terminates, provide written notice and a proposal to other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

12.2 – Commencement of Negotiations
Unless otherwise agreed to in writing by the parties, within sixty (60) days of satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

12.3 – Impasse

12.3.1 If notice has been given in accordance with the preceding Sections and the parties have not been able to agree upon terms of a new Agreement, and if differences in position are so substantial or prolonged that future meetings would be futile, within a reasonable period of time prior to expiration date of this agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board.

12.3.2 Once impasse procedures have been invoked, the Agreement shall remain in full force and effect until the conclusion of the impasse process.

12.4 – Release Time for Negotiations
CSEA shall have the right to designate five (5) employees, who shall be given reasonable release time to participate in negotiations.

12.5 – Ratification of Additions or Changes
Any additions or changes in this Agreement shall not be effective unless reduced to writing and

properly ratified and signed by both parties.

Article 13 – Vacation

13.1 – Vacation
Each unit member shall be entitled to paid vacation at the regular rate of pay for his/her position as follows:

13.1.1 For unit members working in classifications in the Paraeducator job family, employed for the August to June school year:

13.1.1.1 Service Credit

13.1.1.1.1 One (1) through five (5) years of service inclusive:

13.1.1.1.1.1 Vacation allowance shall be thirteen (13) days per year, e.g. if the work day of a unit member is 6.5 hours, then a vacation day shall be equal to 6.5 hours.

13.1.1.1.1.2 Vacation shall be prorated for employees who do not work the complete assigned work year for that respective school year.

13.1.1.1.1.3 Vacation shall be credited as earned. and shall be paid out in the unit member's monthly pay warrants. As such, employees are not eligible to take vacation pursuant to this Article.

13.1.1.1.2 Six (6) through ten (10) years of service inclusive: Vacation longevity allowance shall be six (6) days per year computed at 4.8 hours per month for a full time 8 hour position and shall be prorated for less than full time service. This additional six days allowance may only be taken in pay, except that it may be used under the additional sick leave provision.

13.1.1.1.3 Beginning with the eleventh year of service inclusive: Vacation longevity allowance shall be eleven (11) days computed at 8.8 hours per month and shall be prorated for less than full time service. This eleven (11) day allowance may be taken only in pay, except that it may be used under the additional sick leave provision.

13.1.1.2 Vacation longevity payment will be governed as follows:

13.1.1.2.1 Unit members who have completed five years of service by June 1 of the fiscal year (e.g., have begun their sixth year by June 1) will receive their vacation longevity payment by June 30 of the fiscal year. In a like manner,

unit members who have completed ten years of service by June 1 of the fiscal year will receive their increased longevity payment by June 30 of the fiscal year.

13.1.1.2.2 The anniversary date for accruing vacation service credit is the first of the month in which hired if the unit member is hired on the first working day of the month, otherwise the anniversary date will be the first of the month following the month hired.

13.1.1.2.3 A unit member will be paid for only that additional vacation time earned as a result of accumulating the qualifying number of years' service credit as specified in this section.

13.1.1.2.4 The vacation longevity allowance will be computed on the unit member's pay rate in effect at the end of the fiscal year in which the option is chosen, and in which the additional vacation is earned. An employee who terminates will be paid at the pay rate in effect at the time of termination.

13.1.1.2.5 The hourly rate of pay for unit members for the vacation longevity allowance shall be the hourly rate set forth in applicable salary schedule.

13.1.2 All unit members except unit members in classifications Paraeducator job family, employed for the September to June school year:

13.1.2.1 Service Credit

13.1.2.1.1 One (1) through five (5) years of service inclusive: Vacation allowance shall be fifteen (15) days per year (10 hours per month). Vacation shall be prorated for less than full time service. Vacation shall be credited as earned.

13.1.2.1.2 Six (6) through ten (10) years of service inclusive: Vacation allowance shall be twenty (20) days per year (13.33 hours per month). Vacation shall be prorated for less than full time service. Vacation allowance shall be credited as earned. Up to five (5) days of this allowance may be taken as pay.

13.1.2.1.3 Beginning with the eleventh year of service: Vacation allowance shall be twenty- five (25) days per year (16.66 hours per month). Vacation allowance shall be prorated

for less than full time service. Vacation allowance shall be credited as earned. Up to fifteen (15) days of this allowance may be taken as pay.

13.1.2.2 The vacation longevity payment will be governed by the following:

13.1.2.2.1 The unit member must have five (5) years' service credit with County Office by June 1 of the fiscal year in which the vacation longevity payment option is exercised. The unit member must have ten (10) years' service credit with County Office by June 1 of the fiscal year in which the increased vacation longevity payment option is exercised.

13.1.2.2.2 The anniversary date for accruing vacation service credit is the first of the month in which hired if the unit member is hired on the first working day of the month, otherwise the anniversary date will be the first of the month following the month hired.

13.1.2.2.3 A unit member will be paid for only that additional vacation time earned as a result of accumulating the qualifying number of years' service credit as specified in this section.

13.1.2.2.4 The vacation longevity allowance will be computed on the unit member's pay rate in effect at the end of the fiscal year in which the option is chosen, and in which the additional vacation is earned. An employee who terminates will be paid at the pay rate in effect at the time of termination.

13.1.2.2.5 A unit member who qualifies for additional vacation shall exercise the option to take all or a portion of the additional time in pay prior to June 30 in each fiscal year. Unit members shall receive their vacation longevity payment by June 30 of the fiscal year. The hourly rate of pay for unit members for the vacation longevity allowance shall be the hourly rate set forth in applicable salary schedule.

13.2 – Vacation Scheduling

13.2.1 Vacations shall be scheduled at times requested by unit members so far as possible within the County Office's work requirements. When two or more employees in the same operation request the same or overlapping vacations, the most senior employee shall be given preference except when urgent and/or special needs of the County Office require otherwise.

13.2.2 Requests for Vacation

13.2.2.1 Employees may submit a vacation request in writing at any time during the fiscal year. The request may include one or more proposed vacation times.

13.2.2.2 The County Office shall respond to the request within five (5) working days.

13.2.2.3 If all of the employee's proposed vacation times are denied, the employee may meet with his/her supervisor within five (5) working days thereafter to determine the vacation schedule.

13.2.2.4 If the parties cannot mutually agree on a vacation schedule, the employee may appeal through the grievance procedure at Level Two.

13.3 – Vacation Postponement

13.3.1 If a unit member's vacation is scheduled during a period when the member is on leave due to illness or injury, the member may request that the vacation be rescheduled, and the County Office shall grant such request in accordance with the vacation schedule available at that time.

13.3.2 The member may elect to have the vacation rescheduled in accordance with the vacation schedule available at that time, or to carry over the accumulated vacation, up to thirty (30) days total, to the following year. In the latter case, the member shall be compensated for any accumulated vacation time in excess of thirty (30) days.

13.3.3 Payment for any of the above holidays shall be made only if the employee was in paid status during any portion of the day immediately preceding or succeeding the holiday.

13.3.4 When a unit member is required to work on any of said holidays, the employee shall be paid compensation or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of two times his/her regular rate of pay.

13.3.5 Regular employees who are not normally assigned to duty during the school holiday period including December 25 and January 1 shall be paid for those two holidays, provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Article 14 – Training

14.1 – In-Service Training Program

14.1.1 The County Office shall provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. In-service program attendance shall be paid in the pay period immediately following the in-service.

14.1.2 The parties agree to develop an in-service training program for all bargaining unit members assigned to the Special Education Programs. Such training shall include, but not be limited to, working with students who have seizures, contagious diseases, trauma, asthma, head lice, and controlling assaultive behavior. Further, the parties agree that the County Office shall begin in-service training during the first semester of each year.

14.2 – Training Advisory Committee

14.2.1 A Training Advisory Committee composed of three employees in the bargaining unit to be selected by CSEA and three members appointed by the County Office shall be formed.

14.2.2 The purpose of the Training Advisory Committee will be to plan in-service training programs, to monitor the programs, and to provide recommendations concerning improvement of programs.

14.2.3 Bargaining unit employees shall be granted reasonable release time to carry out the committee obligations.

14.2.4 The Training Advisory Committee shall meet upon request of either party, as needed.

14.2.5 The County Office may also invite Committee members to attend Strategic Planning meetings.

14.3 – Visitation Day

14.3.1 The County Office shall provide up to a total of twenty-five (25) days to the bargaining unit per fiscal year for the purpose of in-service education, which may be used to visit other programs, agencies, or to attend program-related conferences.

14.3.2 The procedure for such assignment shall be as follows:

14.3.2.1 The employee submits a written request for a visitation day to the Program Manager.

14.3.2.2 The employee shall be notified of this decision within ten (10)

working days after submission of the request.

14.3.2.3 If the request is not approved, the employee may request that the County Office provide the reasons for the nonapproval of the request. The County Office's decisions regarding visitation days shall not be grievable.

Article 15 – Contracting and Bargaining Unit Work

15.1 – Contracting Out

15.1.1 The County Office will not contract out work which has been customarily and routinely performed by employees in the bargaining unit, or services which affect the employment of employees in the bargaining unit, except for pupil transportation, unless the Association specifically agrees to such contract, or contracting is specifically required by the Education Code.

15.1.2 Any contract which involves such work shall be submitted to CSEA not less than ten (10) days prior to signing the contract, and at the request of CSEA, the County Office shall meet with a representative of CSEA to discuss the required services and the contract. The County Office will not contract for such services if unit members customarily and routinely perform such services or are qualified and available to perform such services on a straight time or overtime basis.

15.1.3 CSEA shall have access, on request, to any contract signed by the County Office for consultant services.

Article 16– Job Representatives

16.1 – Purpose

The Association may designate Job Representatives from among employees in the unit, for the purpose of promoting an effective relationship between the County Office and employees by helping to settle problems at the lowest level of supervision.

16.2 – Selection of Job Representative

The Association may designate the number and the method of selection of Job Representatives, in consultation with the County Office. The Association shall notify the County Office in writing of the names of the Job Representatives and the groups they represent. If a change is made, the County Office shall be advised in writing of such change.

16.3 – Duties and Responsibilities of Job Representatives

The duties and responsibilities of Job Representatives are with prior approval of his/her immediate supervisor, a Job Representative shall be permitted to leave his/her work area during work hours at reasonable times in order to assist in processing of grievances, without loss in compensation.

Article 17 – No Discrimination or No Violence

17. 1 – Discrimination Prohibited
No employee in the bargaining unit shall be favored or discriminated against regarding wages, hours of work or conditions of employment covered by this agreement 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, because of age, sex, or physical handicap.

17.2 – No Discrimination on Account of Association Activity
Neither the County Office, nor the Association shall intimidate, restrain, coerce, or discriminate against any unit member because of his/her exercise of rights guaranteed by the Educational Employment Relations Act and/or this Agreement.

17.3 – Harassment

17.3.1 Harassment by any employee of another employee or client is hereby prohibited, and will be grounds for disciplinary measures, according to existing regulations and County Office/employee contracts.

17.3.2 If any employee feels subjected to harassment, or knows of harassment occurring, the employee should report the circumstances to the Supervisor, Division Head, or Human Resources Administrator or designee in the Human Resources Department.

17.3.3 Harassment is action of an individual toward another individual, based on or involving sex, race, national origin, religion, age, or physical handicap, which: (a) substantially interferes with the individual's work performance or promotion, or (b) creates a hostile, intimidating, or offensive work atmosphere.

17.3.4 Examples of actions which may result in harassment are:

17.3.4.1 Verbal (either oral or written) – sexual comments or proposals, racial or religious slurs or epithets, obscene or profane language, demeaning or degrading comments.

17.3.4.2 Physical – touching, impeding movement, offensive signs or gestures.

17.4 – Stalking

17.4.1 Any person who willfully and repeatedly follows or harasses another person and who places that person in reasonable fear for his/her safety, or the safety of his/her family.

17.4.2 For purposes of this Section, harass is defined as a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, torments or terrorizes the person and that serves no legitimate purpose.

17.4.3 Spurious allegations filed against an employee may result in disciplinary action.

17.5 – Violence

17.5.1 Exertion of verbal and/or physical force so as to injure or abuse any employee or client is hereby prohibited and will be grounds for disciplinary measures up to and including termination, according to existing County Office regulations and the Agreement.

17.5.2 Examples of actions which may be defined as violent:

17.5.2.1 Verbal – racial or religious slurs or epithets, obscene or profane language, demeaning or degrading comments and threats of violence;

17.5.2.2 Physical – striking, pushing, shoving, offensive gestures and/or use of any weapon.

Article 18 – Extended School Year

18.1 – When work normally and customarily performed by bargaining unit members is required to be performed at times other than during the regular September-June academic year, assignment shall be given to bargaining unit employees serving in the appropriate classification(s) and/or where appropriate in specific program(s).

18.2 – When it is necessary to assign employees not regularly so assigned to serve during a summer school period, first assignment shall be given to bargaining unit members for programs in which they currently serve. Thereafter, the assignment shall be made in order of seniority in the appropriate classification, from those unit members requesting Extended School Year ("ESY") work by the prescribed deadline, but no employee shall be required to accept such assignment. If the employee with the greatest seniority refuses the assignment, it shall be offered to other employees within the appropriate classification in descending order of seniority until the position is filled.

18.3 – An employee who accepts a summer school assignment in accordance with the provisions of this Section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and/or benefits be less, on a pro rata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the summer school assignment.

Article 19 – Classification, Reclassification, and Abolition of Positions

19.1 – Placement in Class

Every bargaining unit position shall be placed in a class.

19.2 – New Positions or Classes of Positions

All newly created positions or classes or positions, unless specifically exempted by law, shall be

assigned to the bargaining unit if the job descriptions consist of duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

19.3 – Reclassification
Reclassification of existing positions shall be done by the Personnel Commission, in accordance with the Merit Rules. Any reclassification recommendation which includes a downward adjustment in an employee's position or class results in a decrease in the employee's hourly pay rate shall be subject to the negotiations process between CSEA and the County Office.

19.6 – Notice to Association
The County Office shall notify the Association at least thirty (30) calendar days prior to taking action to abolish a position occupied by a unit member. The Association shall be notified at least fifteen (15) days (calendar) prior to reclassifying any position occupied by a unit member.

19.7 – Medical Assignment

19.7.1 A regular employee who is determined by the County Office to be incapable of performing the duties of his class because of illness or injury may, at the discretion of the County Office, be assigned duties which he/she is capable of performing.

19.7.2 The position to which he/she is assigned shall be subject to classification by the Personnel Commission, but the employee shall receive no increase in a wage or salary because of assignment to the position unless he/she is appointed from an eligibility list resulting from a competitive examination.

19.7.3 In the event that the position is classified and allocated to a higher wage or salary than that previously attained by the employee, he/she may be assigned to the position without competitive examination, but shall continue to receive the wage or salary of his/her former classification.

19.7.4 If the position is classified and allocated to a lower wage or salary than that attained by the employee, he/she shall be paid the wage or salary appropriate to the position.

19.7.5 The alternate assignment shall be made only after consultation with the Association and concurrence of the employee.

Article 20 – Promotion

20.1 – Promotion
Employees in the bargaining unit shall be given consideration in filling any job vacancy which can be considered a promotion, if eligible according to the merit system rules.

20.2 – Examinations

20.2.1 Examinations for placement on eligibility lists for all classified positions shall, where practicable in the judgment of the Personnel Commission, be limited to

promotional applicants.

20.2.2 Any promotional applicant who has served the required amount of time in a designated class or who meets the minimum qualifications for admission to a promotional examination shall be admitted to the examination.

20.3 – Seniority Credit

20.3.1 Seniority credit shall be added to the scores of candidates at the rate of 0.25 of one point for each year of service, not to exceed five (5) points.

20.3.2 Applicants shall be placed on the eligibility list in order of their relative merit as determined by competitive examination plus points for seniority.

20.3.3 An appointment, if made, shall be from the first three candidates on the eligibility list who are ready and willing to accept the position.

20.4 – Posted Notices

20.4.1 Notice of promotional examinations shall be posted on bulletin boards in offices and schools operated by the County Office for a period of at least six (6) days prior to expiration of the filing period. Employees shall submit a written application for the position to the Human Resources Department.

20.4.2 The job notice shall include:

20.4.2.1 The job title.

20.4.2.2 A brief description of the position and duties.

20.4.2.3 The minimum qualifications required for the position.

20.4.2.4 The number of hours per day.

20.4.2.5 Regular assigned work shift times, days per week, and months per year assigned to the position.

20.4.2.6 The salary range.

20.4.3 Any employee in the bargaining unit may file for the vacancy by submitting a written application to the Human Resources Department within the filing period. Any employee on paid or unpaid leave or vacation may authorize his/her Job Representative to file for the vacancy on the employee's behalf.

Article 21 – Layoff and Reemployment

21.1 – Length of Service

The parties agree that "length of service" shall be determined based upon an employee's hire date.

21.2 – Layoff Rights

21.2.1 A unit employee serving in a position which is eliminated through layoff for lack of work or lack of funds shall have the right to bump into a position providing an equal assignment in the same class that is occupied by the least senior employee with the equal hourly assignment. If the previous option is unavailable, the unit employee shall have the right to bump into a position whose hours are less than the employee's current assigned time and that is occupied by the least senior employee with these hours.

21.2.2 The parties agree to establish a separate seniority list for Regional Occupational Program Paraeducators.

21.2.3 The parties agree to use "date of hire" to determine seniority.

21.2.4 A unit employee who will suffer a layoff for lack of work or lack of funds despite the exercising of bumping rights, may accept a voluntary demotion to a vacant position in a lower related class in which no previous service has been rendered provided that he/she is qualified to perform the duties of the class with the approval of the County Office.

21.3 – Notice of Layoff

Procedures for issuing layoff notices are set forth in section 45117 of the Education Code.

21.4 – Notice of Displacement/Bumping Rights

When the County Office provides a unit member with notice of their displacement rights, as required by Section 45117 of the Education Code, such notice shall contain a form which identifies a unit member's bumping rights, if any, and provides the unit member an opportunity to exercise said bumping rights. The employee shall have seven (7) calendar days to respond in writing as to whether the unit member will exercise their bumping rights.

21.5 – Reemployment List

A list of unit members who have been laid off or have voluntarily demoted in lieu of layoff shall be established. Such list shall be arranged in order of right to reemployment in a class.

21.6 – Equal Seniority

If two (2) or more unit members are subject to layoff and have equal seniority, the determination as to who shall be laid off will be made on the basis of the earliest hire date seniority and if that be equal, the determination shall be made by lot.

21.7 – Reemployment Rights

21.7.1 Unit employees are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.

21.7.2 Such employees' reemployment rights shall take precedence over any other type of employment, defined or undefined in this Agreement.

21.7.3 In addition, laid off employees shall have the right to apply for promotional positions and use their unit seniority therein for a period of thirty-nine (39) months following layoff.

21.7.4 Unit employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on the reemployment list.

21.8 – Retirement in Lieu of Layoff

21.8.1 Any unit employee may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such unit employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the Office for this purpose.

21.8.2 A unit employee who retires in lieu of layoff shall also be placed on the thirty-nine (39) month reemployment list, but shall not be eligible for reemployment during such period of time as may be specified by pertinent Government Code sections.

21.9 – Notification of Reemployment Openings

21.9.1 Any unit employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the County Office of an opening.

21.9.2 Such notice shall be sent by certified mail to the last address given the County Office by the Unit employee. Alternatively, the unit employee may provide a personal email address and elect to receive notifications via email. Copies of any such notices shall be sent electronically to the CSEA Chapter President (or designee). Fulfillment of the terms of this section shall acquit the County Office of its notification responsibility.

21.10 – Unit Employee Notification to County Office

21.10.1 A unit employee shall notify the County Office of his/her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice.

21.10.2 If the unit employee accepts reemployment, the unit employee must report to work within ten (10) days following receipt of the reemployment notice.

21.11 – Reemployment in Highest Class

21.11.1 Unit employees shall be reemployed in the highest rates job classification available in accordance with their class seniority.

21.11.2 Unit employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher paid position.

21.12 – Seniority List

21.12.1 The County Office shall provide the CSEA Chapter President and the Labor Relations Representative with the current seniority list by February 15th of each year.

21.12.2 The master list will be kept in the Human Resources Department and a copy given to the President of the Association. The list of names shall be updated monthly.

21.12.3 Individual hourly seniority sheets will be recorded regularly and will be available upon request for review in the Human Resources Department.

21.13 – Limited Term Positions

21.12.1 No unit employee shall be laid off from any position while employees serving under limited term appointment are retained in positions of the same class, unless the unit employee declines the limited term position.

21.13.2 A limited term unit employee may be laid off at the completion of his/her assignment without regard to the procedure set forth in this Section.

21.14 – Termination Pay

An employee who is laid off shall be paid accrued wages and vacation pay, not later than ten (10) working days following the last date of paid service, unless an extension to a later date or dates is requested by the employee.

21.15 – Volunteers, Use of

The County Office shall not abolish any classified position and utilize volunteers in lieu of classified employees who are laid off as a result of the abolition of a position.

21.16 – Employment as Substitutes

It is the intent of the County Office to utilize employees in layoff status as substitutes whenever possible and if the employee so desires. A substitute list will be maintained and those employees in layoff status who have applied will be given first consideration for substitute assignments within the classification from which the employee was laid off.

21.17 – Duty to Bargain Effects

By request of either party, the County Office and CSEA agree to meet and negotiate regarding the effect of any layoff.

Article 22 – Disciplinary Procedure

22.1 – Discipline shall be imposed upon bargaining unit members pursuant to the Merit System Rules, Education Code section 45303, and this Article.

22.2 – Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification in which the employee has permanency, including dismissal, demotion, suspension, reduction in class, and/or any action which deprives any bargaining unit

member of regular pay through suspension or other means, without the voluntary written consent of the employee.

22.3 – Discipline less than discharge will be undertaken for corrective purposes only.

22.4 – The County Office shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent, or for any cause alleged to have arisen more than two years preceding the date that the County Office files the notice of disciplinary action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the County Office.

22.5 – Prior to disciplinary action, the County Office shall serve written notice of such proposed discipline consistent with the Merit System Rules.

22.6 – An employee has the right to an informal hearing with the County Office prior to any disciplinary action, and may be accompanied by an Association representative.

22.7 – An employee may be relieved of duties without loss of pay at the option of the County Office.

22.8 – Appeal

22.8.1 An employee may appeal any disciplinary action to the County Office, by filing a written appeal within seven (7) days after the disciplinary action.

22.8.2 The Superintendent shall hold a formal hearing on the appeal within twenty (20) days after receipt of the appeal.

22.8.3 The employee may be accompanied by an Association representative at such hearing.

22.8.4 The Superintendent shall render a decision within ten (10) days after such hearing.

22.8.5 If the employee is not satisfied with the decision rendered from the Superintendent, he/she may appeal the decision in writing consistent with the Merit System Rules.

22.9 – Settlement

22.9.1 A disciplinary appeal may be settled at any time.

22.9.2 The terms of the settlement shall be reduced to writing.

22.9.3 An employee offered such a settlement shall be granted a reasonable opportunity to have his/her Job Representative review the proposed settlement before approving the settlement in writing.

22.10 – Employees in the bargaining unit may be disciplined for any of the causes listed in the Merit System Rules, Education Code section 45303 and one or more convictions of a crime, including, but not limited to, convictions involving the health, safety, and welfare of students and/or minors, by a court of law which indicates that a person is an employment risk for the position which the employee holds with the County Office. A plea or verdict of guilty, a finding of guilt by a court in a trial without jury, or a conviction following a plea of nolo contendere shall be deemed to be a conviction within the meaning of this Article.

Article 23 – Professional Growth

23.1 – Purpose
The purpose of the Professional Growth Program is to provide incentive for employees to enhance job performance, and increase opportunities for career advancement in their current occupational areas by earning credit for job-related coursework and training.

23.2 – Eligibility
Participation in the Professional Growth Program shall be available to all regular full-time and regular part-time members who have served at least six months in their current classifications. Members, however, who have not completed their probationary periods may begin earning credits toward a professional growth stipend.

23.3 – Program Application

23.3.1 Employees wishing to participate in the Professional Growth Program shall submit to their Department Head or Program Manager a "CSEA Professional Growth Request Form," which is available in the Human Resources Department.

23.3.2 The Department Head or Program Manager shall provide written notification to the employee regarding whether the application is approved or denied, prior to commencement of the class or training program.

23.3.3 If a request is not approved, an employee may appeal the decision to the Training Advisory Committee. The Committee shall study the request and make a recommendation to the Superintendent who shall render a final decision.

23.4 – Qualifying Coursework/Training
Professional growth credits will be given for education and training that enhances an employee's job performance by increasing knowledge, skills, and abilities.

23.5 – Credits

23.5.1 One credit toward obtainment of the professional growth stipend shall be given for each of the following:

23.5.1.1 One semester unit of academic credit from an accredited college or university.

23.5.1.2 One and one-third (1.33) quarter units of academic credit from an accredited college or university.

23.5.1.3 Twelve hours of instruction in an approved training course, ROP class, adult education class, or trade school class where college equivalent units are not granted.

23.5.2 Credits may be allowed only for courses or activities completed outside of working hours.

23.6 – Compensation Increments

23.6.1 Employees who complete nine (9) credits of approved education or training shall receive a salary stipend of $500.00 a year paid on a monthly basis (i.e. $50.00 per month).

23.6.2 The County Office will budget a maximum $10,000.00 per fiscal year to be utilized through the Professional Growth Program relating to the professional growth stipends.

23.7 – Maximum Increments

23.7.1 An employee may receive no more than one (1) professional growth stipend for each year of full-time employment.

23.7.2 Employees shall not be eligible to receive more than five (5) professional growth increments.

23.7.3 Effective July 1, 2016, each professional growth increment obtained by an employee will only be paid by the County Office for a period of five (5) years. After obtaining and being paid for a total of five (5) professional growth increments for the respective five (5) year periods for each increment, the employee will not be eligible to participate in the Professional Growth Program.

Bargaining unit employees that have obtained and are being paid for professional growth increments as of June 30, 2016, shall be exempted (grandfathered) from the provisions of Article 23.7.3. All increments obtained after June 30, 2016, shall be subject to the provisions of Article 23.7.3.

23.8 – Verification Requirements

23.8.1 It is the responsibility of the employee to provide verification for earned credits. Verification of coursework shall consist of a transcript, grade card, or certificate from a training institution. If a course does not provide unit credit, the employee must provide verification of the number of hours attended, and that the course was satisfactorily completed.

23.8.2 This verification must be submitted to the Associate Superintendent of Human Resources to be recorded for processing appropriate payroll documents.

23.9 – Tuition Reimbursement

23.9.1 The County Office shall reimburse employees for the tuition costs of any courses or training approved under the Professional Growth Program.

23.9.2 In order to receive reimbursement for tuition costs, an employee shall submit to the Associate Superintendent, Human Resources verification of the cost of the course or training program as well as proof of having obtained a "C" grade or better or, where applicable, passing grade.

23.9.3 The County Office agrees to reimburse CSEA members up to $400 per member to a cumulative maximum of $10,000 per fiscal year.

23.9.4 The County Office's contribution toward the Professional Teacher Training MOU (Career Ladder) shall not exceed $10,000 per year.

23.9.4.1 If CSEA members do not utilize the $10,000 allocation for the Career Ladder as of June 10th, then employees may submit requests for further tuition reimbursement up to another $400 per employee.

23.9.4.2 Requests for additional reimbursement shall be submitted no later than June 15th. The amount of the additional reimbursement requests shall not exceed the remaining dollars within the $10,000 Career Ladder allocation.

23.9.4.3 If CSEA members submit requests for tuition reimbursements that exceeds the value of the remaining Career Ladder allocation, then the reimbursements will be prorated equally based on the submitted requests.

23.10 – Effective Date

This revised professional growth plan commences on July 1, 2007. No credit shall be granted for any course or training completed prior to that date, except for employees who were enrolled in approved professional growth courses that began prior to that date.

Article 24 – Job Sharing

24.1 – Job Sharing

24.1.1 The County Office recognizes and accepts the concept of job sharing for implementation as appropriate within those job classifications represented by the Association.

24.1.2 Job sharing is defined as two qualified permanent employees sharing one job. Any job sharing arrangement shall be mutually agreed upon by the unit members involved and the Program Manager.

24.1.3 A request for job sharing may be made by a unit member at any time.

24.2 – Application Procedures
Two members wishing to job share shall initiate and submit a proposal to the Program Manager, including the reasons for sharing, scheduling, means of planning and communication between the sharers to ensure continuity of responsibilities and consistency in the position, and plans for evaluating the job sharing arrangement.

24.3 – Compensation
Participants shall be placed at their regular step on the salary schedule with salary pro-rated in relation to each participant's share of one full-time position.

24.4 – Benefits

24.4.1 Employees shall receive a pro-rated amount of health, welfare, and leave benefits.

24.4.2 Contributions to the California Public Employees' Retirement System shall be proportionate to the salary earned.

24.5 – Return to Full-Time
If any employee elects to return to full-time employment, the employee shall be provided the first available full-time position for which qualified.

Article 25 – Effect of Agreement

25.1 – Effect of Agreement

25.1.1 Except for side letters and/or side agreements properly entered into by the parties, this Agreement supersedes and terminates all other precedents, understandings, traditions, and rules or regulations concerning unit members and matters within the scope of representation under Government Code section 3540 *et. seq*

25.1.2 Both parties regard this Agreement as complete, the parties having exercised their right to meet and negotiate. During the term of this Agreement, neither party shall be required to negotiate on any matter, except by mutual consent of the parties, unless otherwise provided herein.

25.1.3 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

25.2 – Replacement for Severed Provision
In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article 26 – Outside Employment

26.1 Administrative Regulation 4135.1 (Appendix F) shall apply to all CSEA Chapter 158 bargaining unit members.

26.2 CSEA Chapter 158 bargaining unit members shall only be required by the County Office to provide specific information regarding their outside employment, engagement, or activity if the bargaining unit member answers "yes" to any of the questions in Section 1 of the "Outside Employment Approval Request Form" (Appendix G).

Article 27 – Outdoor Education

27.1 – **Outdoor Education Classifications**

Outdoor Education job classifications shall include: Naturalist, Senior Naturalist, and Healthcare Specialist

27.1.1 Housing

The County Office will not charge employees in Outdoor Education job classifications for the cost of housing which is provided by the County Office. The County Office will comply with applicable IRS regulations relating to whether the housing is considered taxable income to employees.

27.1.2 Meals

Effective commencing with the 2026-2027 work year, employees in Outdoor Education job classifications may elect to access County Office provided meals at their worksite, at the employee's expense.

If an employee elects to access County Office provided meals at their worksite, then the employee will utilize a Point of Sale system where the employee will only be charged for the meals that they elect to access. As of October 6, 2025, the cost of individual meals will be as follows: $4 per breakfast, $5 per lunch and $6 per dinner.

The actual cost of meals may be adjusted periodically by the County Office, in the event costs are adjusted, affected employees will be provided notice in advance of the adjustment.

Article 28 – Term of Agreement

28.1 – Term of Agreement

This Agreement, when signed by both parties shall be effective from July 1, 2025 through June 30, 2027. The parties agree that they have completed negotiations for the term of this Agreement and that there shall be no reopeners during the life of the Agreement except as otherwise provided in this Agreement

CSEA Chapter 158 Signature Page

For the San Mateo County Office of Education

10/7/26

10-7-26

For the CSEA Chapter #158

Veronica Pro — Digitally signed by Veronica Pro Date 2026 09 28 12 57 49 -07'00'

Mark Westerberg — Digitally signed by Mark Westerberg Date 2026 09 28 10 08 09 -07'00'

Marcelo Rodriguez — Digitally signed by Marcelo Rodriguez Date 2026 10 01 08 29 35 07 00

Treasurer signed by Jose Giacoman Date: 2026.10.05

Date _____

Date _____

Approved by the San Mateo County Superintendent of Schools

Date 10/7/2026

Marco Chavez

Date Ratified by the Unit 6/26/26

Appendices

Appendix A

Positions Represented by CSEA Chapter 158:

Health Care Specialist
Itinerant Paraeducator
Naturalist
Paraeducator, Court/Community Schools
Paraeducator, Hearing Impaired
Paraeducator, Special Education
Registered Behavior Technician
Senior Naturalist
Training Placement Assistant
Youth Development and Safety Specialist

Salary Schedule for:

California School Employees Association, Chapter 158 (Hourly)

Fiscal Year: 2026/2027

3.50%

Effective: 7/1/2026

Job Title	RANGE	A	B	C	D	E
Registered Behavior Technician	23	$40.03	$42.03	$44.13	$46.34	$48.66
Youth Development and Safety Specialist	23	$40.03	$42.03	$44.13	$46.34	$48.66
Itinerant Paraeducator	15	$32.85	$34.50	$36.21	$38.03	$39.93
Paraeducator, Court/Community Schools	15	$32.85	$34.50	$36.21	$38.03	$39.93
Paraeducator, Special Education	15	$32.85	$34.50	$36.21	$38.03	$39.93
Paraeducator, Hearing Impaired	15	$32.85	$34.50	$36.21	$38.03	$39.93
Training Placement Assistant	15	$32.85	$34.50	$36.21	$38.03	$39.93
Health Care Specialist	13	$31.27	$32.83	$34.48	$36.19	$38.01
Senior Naturalist	13	$31.27	$32.83	$34.48	$36.19	$38.01
Naturalist	9	$28.34	$29.75	$31.24	$32.79	$34.44

County Superintendent of Schools

8/4/2026
Date

Longevity:

5.000% upon completion of 7 years of service
2.875% upon completion of 10 years of service
5.000% upon completion of 14 years of service
2.500% upon completion of 17 years of service
2.500% upon completion of 20 years of service
2.500% upon completion of 24 years of service
2.500% upon completion of 28 years of service

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION



LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WH1420 REV 04/16

SAN MATEO COUNTY OFFICE OF EDUCATION
CLASSIFIED PERSONNEL PERFORMANCE REPORT

Appendix D

Name: Classification: Date Employed:

Program: Check One: Probation ☐ 1 Mo. ☐ 3 Mo. ☐ 5 Mo. ☐ Annual ☐

Rating Period: From to

INSTRUCTIONS FOR USING FORM

1. *Complete two forms - one copy for Personnel and one for Employee.*
2. *Summarize major responsibilities of the position. This will help you focus on job related requirements and standards on which you should rate employees.*
3. *Read all the specifications for the first factor. After you have determined which specification most fits the employee, place an "X" in that square. You may cross out any part of the specification that is not applicable to an employee. Repeat for each factor.*

MAJOR RESPONSIBILITIES OF POSITION: (Summarize major responsibilities assigned to the position)

PERFORMANCE FACTOR	*EXCEEDS JOB STANDARDS*	*MEETS JOB STANDARDS*	*NEEDS IMPROVEMENT*	*UNSATISFACTORY*
JOB KNOWLEDGE/SKILL: *The degree to which employee has and applies knowledge and skills required by the job, and maintains current knowledge and skills.*	*☐ Knows all phases of job well. Is acknowledged as an expert in job area. Demonstrates job skills at level beyond job requirement. Actively seeks professional self-improvement to expand job knowledge.*	*☐Has and applies knowledge and skills to handle job responsibilities. Asks questions when in doubt about some area of job. Keeps current on trends and technical information in job area.*	*☐Knowledge of some major phases of job incomplete. Some job skills in critical job areas need improvement.*	*☐ Knowledge of several major phases of job is inadequate. Does not demonstrate acceptable level of job skill in majority of critical job areas. Gaps in job knowledge and skills result in serious mistakes.*

COMMENTS:

PERFORMANCE **FACTOR**	*EXCEEDS JOB STANDARDS*	*MEETS JOB STANDARDS*	*NEEDS IMPROVEMENT*	*UNSATISFACTORY*
QUALITY OF WORK: *The thoroughness, accuracy and neatness of work produced.*	*☐Produces work that is exemplary in thoroughness, accuracy, and neatness. Uses effective and efficient methods in performing work.*	*☐Work is consistently thorough, neat and accurate. Work methods used are generally effective and efficient.*	*☐Work is occasionally inaccurate or incomplete requiring that it be revised or totally redone. Work methods need improvement.*	*☐Work contains frequent errors or is not done at all. Work methods used are completely unsatisfactory.*

COMMENTS:

PERFORMANCE FACTOR	*EXCEEDS JOB STANDARDS*	*MEETS JOB STANDARDS*	*NEEDS IMPROVEMENT*	*UNSATISFACTORY*
PRODUCTIVITY: *The amount or volume of work turned out.*	*☐ Produces exceptionally high amount of work. Skillfully sets priorities. Can coordinate several projects/assignments simultaneously. Work usually completed sooner than expected.*	*☐Produces appropriate amount of work. Sets priorities in order to complete projects/assignments on time.*	*☐Produces less than acceptable amount of work. Takes too long to complete assignment.*	*☐Produces significantly less than an acceptable amount of work. Frequently does not meet deadlines.*

COMMENTS:

PERFORMANCE *FACTOR*	*EXCEEDS JOB STANDARDS*	*MEETS JOB STANDARDS*	*NEEDS IMPROVEMENT*	*UNSATISFACTORY*
INITIATIVE/ DEPENDABILITY: *The combination of job interest, dedication and willingness to extend oneself to complete assigned tasks.*	*☐ Highly motivated to improve department productivity and to achieve and establish goals. Anticipates and performs needed tasks. Adept at overcoming barriers to progress. Often comes up with innovative ways to accomplish things.*	*☐Does regular work without waiting for directions. Needs only minimal guidelines and instructions to carry a job to completion. Willing to take on new assignments. Is recognized as reliable person who can get tasks done.*	*☐Occasionally fails to follow through on assignments. Usually waits to be told what to do. Requires constant supervision. Abandons projects or problems when frustrated.*	*☐Frequently does not complete assigned work regardless of supervision provided. Criticizes colleagues and procedures, but does not suggest improvement. Shows no interest in improving work efforts.*

COMMENTS:

PERFORMANCE FACTOR	*EXCEEDS JOB STANDARDS*	*MEETS JOB STANDARDS*	*NEEDS IMPROVEMENT*	*UNSATISFACTORY*
WORKING RELATIONSHIPS: *The working relationship established with fellow employees and/or the public.*	*☐ Exceptionally effective in working with others. Shows sensitivity for the feelings of others. Confronts conflict situations skillfully. Is positive and nonjudgmental in interactions with others. Is tactful when dealing with the public.*	*☐ Consistently maintains positive work relationships and shows willingness to assist others. Is respectful and considerate of others. Is courteous when dealing with the public.*	*☐ Has some difficulty maintaining positive relationships with others. Must be encouraged to cooperate. Avoids dealing with conflicts. Is reluctant to meet with members of the public as appropriate to position.*	*☐ Fails to establish positive relationships with others. Frequently refuses to cooperate. Disrupts smooth operation of department. Is argumentative or abrupt when dealing with the public.*

COMMENTS:

PERFORMANCE *FACTOR*	*EXCEEDS JOB STANDARDS*	*MEETS JOB STANDARDS*	*NEEDS IMPROVEMENTS*	*UNSATISFACTORY*
ADAPTABILITY/ FLEXIBILITY: *The ability to accept and cope effectively with changing practices, policies and priorities.*	*☐ Enthusiastically undertakes and implements new projects/assignments. Anticipates change. Offers constructive suggestions when change is under consideration.*	*☐ Copes with stress of change in a reasonable way. Able to shift priorities when necessary to meet changing needs. Remains open and objective on most issues.*	*☐ Shows some resistance toward change. Is critical of new ideas without offering alternatives.*	*☐ Rejects new ideas. Undermines efforts for change. Typically meets stressful situations or change with tension, lack of poise, or other inappropriate behavior.*

COMMENTS:

PERFORMANCE FACTOR	*EXCEEDS JOB STANDARDS*	*MEETS JOB STANDARDS*	*NEEDS IMPROVEMENT*	*UNSATISFACTORY*
*DECISION MAKING: ** *The ability to make sound decisions which affect work programs.*	*☐ Demonstrates exceptional ability to define problems, compile and analyze facts, draw valid conclusions, and make decisions even under pressure.*	*☐ Makes decisions or prepares solutions to problems which are clear-cut and supported by facts and sound judgment. Follows through to be sure plans are implemented.*	*☐ Sometimes fails to secure and weigh all the facts before making decisions. Does not always inform people who will be affected by a decision. Makes decisions but does not always follow through with implementation.*	*☐ Decisions are often arbitrary and more subjective than objective. Has trouble identifying problems. Does not use appropriate decision making techniques.*

COMMENTS:

PERFORMANCE *FACTOR*	*EXCEEDS JOB STANDARDS*	*MEETS JOB STANDARDS*	*NEEDS IMPROVEMENT*	*UNSATISFACTORY*
SUPERVISION: *The ability to plan, control and evaluate work activities and motivate and develop subordinates.*	*☐ Demonstrates excellent planning skills. Uses exceptional skill and judgment in delegating authority. Initiates and participates in successful staff development activities.*	*☐ Generates approximate plans to realize division/department goals. Delegates work fairly among staff. Helps employees correct job problems and assists them in attaining goals they have set for themselves.*	*☐ Plans only when instructed to do so. Delegates work without taking employee's ability or job class into account. Talks to employees about their performance only at formal evaluation times. Makes only token attempts to assist employees to improve their job performance.*	*☐ Plans frequently do not achieve desired results. Low morale is characteristic among employees supervised. Does not delegate work appropriately. Makes no attempt to assist employees to improve their job performance.*

COMMENTS:

PERFORMANCE FACTOR	*EXCEEDS JOB STANDARDS*	*MEETS JOB STANDARDS*	*NEEDS IMPROVEMENT*	*UNSATISFACTORY*
*SAFETY/USE AND CARE OF EQUIPMENT: **	☐ *Safe work procedures always followed. Anticipates potential hazards and eliminates them effectively. Has accident free history.*	☐*Follows work procedures. Conscious of work hazards and reports them to supervisor. Maintains equipment in good working order.*	☐*Sometimes fails to follow safe work procedures. Has had some minor accidents. Occasionally takes potentially unsafe short cuts. Does not always take proper care of equipment.*	☐*Does not follow safe work procedures. Has had frequent accidents. Uses equipment carelessly, resulting in poor work product, high down time and costly maintenance.*

COMMENTS:

ATTENDANCE:

☐ *Meets San Mateo County Office of Education attendance standards. Consistently punctual, with no recurring attendance problems.*

☐ *Fails to meet attendance standards with frequent lateness and/or recurring attendance problems.*

(If employee fails to meet attendance standards, explain why.)

PERFORMANCE SUMMARY:

A. In what areas does the employee excel?

B. In what job related areas is improvement needed in order for the employee to perform job duties satisfactorily?

DEVELOPMENT PLAN:

A. What actions will be taken before the next performance review to help the employee improve his/her performance? How will you, as supervisor, help? (Use additional sheets as necessary.)

B. Establish with your employee objectives which may include new and better ways to carry out job responsibilities or plans for personal/professional development. Include specific action plans to accomplish objectives and timelines as necessary. (Use additional sheets as necessary.)

SUMMARY RATING:

Check one of the following (for probationary employees only).

☐ *Not recommended for continued employment* *Recommended for continued employment.*

☐ *Recommended for continued employment only if major improvements made.*

COMMENTS:

_____ _____

Signature of Evaluator ***Signature of Program Manager***

Title: *Title:*

Date: *Date:*

EMPLOYEE REVIEW:

Employees are encouraged to add their comments to this review.

I have reviewed this document and discussed the content of this review with my supervisor.
My signature does not necessarily imply that I agree with this evaluation.

Employee Signature *Date* _____

SAN MATEO COUNTY OFFICE OF EDUCATION
GRIEVANCE FORM

I, , wish to file the following grievance:

On , the following events occurred:
(date)

I believe this to be a misinterpretation, misapplication, or violation of Article of the current agreement which states:

I am adversely affected in that:

This was discussed with my supervisor, , on ,
(date)

but we were unable to resolve the problem.

I believe the remedy should be:

(Employee signature) (date)

(Print name)

Personnel **AR 4135.1**
Employment
Outside Activities

OUTSIDE EMPLOYMENT

In order to maintain the public trust in the integrity of County Office of Education operations, the Superintendent expects all employees to give the responsibilities of their positions precedence over any outside employment. An employee may receive compensation for outside employment as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to his/her duties. The criteria for evaluating outside employment is listed below.

Outside employment is generally appropriate if it meets the following criteria:

a. The employment is at a time that does not interfere with the proper and efficient discharge of the employee's duties. For example, outside employment cannot occur during the time the employee is paid by the County Office of Education, or during the employee's regular work hours.
b. The employment does not entail compensation from an outside source for activities which are part of the employee's regular duties (for example, service to schools or districts within San Mateo County).
c. The employee does not use the County Office of Education's name, prestige, time, facilities, equipment, or supplies for private gain.
d. The employment does not involve service which will be wholly or in part subject to the approval or control of another County Office of Education employee or Board member.
e. The employment does not involve the provision of service to schools or districts outside of San Mateo County which would be within the purview of another County Office of Education. Exceptions may be made for service to professional organizations (such as ACSA, for example) or colleges or universities within San Mateo County where the service provided does not compete with activities of the San Mateo County Office of Education. Clarification should be sought where necessary prior to accepting the employment.
f. An employee shall not accept any compensation or other benefit for tutoring, care giving, babysitting, respite services and/or providing other services to a student enrolled in classes with whom s/he works. An employee who wishes to tutor or provide services to a student in another County Office of Education class or another district shall first request authorization from his/her supervisor in accordance with this Board regulation. If authorization is granted, the employee shall not use SMCOE facilities, equipment, or supplies when providing the service. The employee also acknowledges and agrees that s/he will be solely responsible for any and all claims that arise from the outside employment.

If there is a question as to whether a proposed activity is appropriate, it is the responsibility of the employee to discuss the employment with his or her supervisor and receive written approval in advance of accepting the employment (Outside Employment Approval Request Form).

Approved: A E Campbell

Date: 3/3/16

OUTSIDE EMPLOYMENT APPROVAL REQUEST FORM

After reviewing Administrative Regulation 4135.1 (Outside Employment), I am providing the following information regarding my proposed/current outside employment.

1. Please answer the following questions by checking the box where applicable:

Yes	**No**	
☐	☐	My outside employment interferes with my ability to perform the duties of my position for the County Office.
☐	☐	My outside employment requires me to work at the same time I am regularly scheduled to work for the County Office.
☐	☐	My outside employment involves receiving compensation for performing activities/duties that I normally perform for the County Office.
☐	☐	My outside employment involves providing services that are under the control or approval of a school district located within San Mateo County or for another County Office or any of their Board Members.
☐	☐	My outside employment involves me providing service to schools, districts or County Offices outside of San Mateo County where those services may be or are being performed by a County Office.
☐	☐	My outside employment involves me working as an employee for a school district within San Mateo County.
☐	☐	My outside employment involves me providing services to a student(s) of school districts within San Mateo County.
☐	☐	My outside employment involves me working with a County Office student or students.
☐	☐	My outside employment involves me working with a student or students who are enrolled in the classroom or on the caseload to which I am assigned.

2. If you checked "no" to all of the above questions in Number 1, then please sign and date the form below and return it to the Human Resources Department.

3. If you checked "yes" to any of the boxes above, then answer the questions set forth below.

Please describe the outside employment, activity, or enterprise:

_____

Name and Address of Employer/Activity/Enterprise:

_____

Anticipated Duration Of Outside Employment: _____

Number of Hours Per Week: _____ Days & Times: _____

I have read Administrative Regulation 4135.1 (Outside Employment) and declare that the above information is correct to the best of my knowledge. **I understand that I must resubmit this form in the event of a change in outside employment, activity, or enterprise.**

_____ _____

Print Name Date

_____

Signature of Employee

FOR INTERNAL HUMAN RESOURCES DEPARTMENT USE ONLY

SMCOE action on requested approval of outside employment:

_____Approved _____Denied

Comments:

_____

_____

_____ _____

Signature of Associate Superintendent Human Resources Date