san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES℠

Negotiated Agreement

Between

San Diego County Office of Education

and

California School Employees Association

(Chapter 568)

2024 to 2027

Ratified: June 27, 2024; June 11, 2025; July 1, 2026
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ARTICLE I: AGREEMENT

2.1 This is an Agreement made and entered into between the San Diego County Superintendent of Schools, San Diego County Office of Education (hereinafter referred to as "County Office of Education" or “County Office”, or “Office”) with the California School Employees Association and its Chapter #568 (hereinafter referred to as "CSEA").

ARTICLE II: RECOGNITION

2.1 The California School Employees Association and its local Chapter #568, hereinafter referred to as "CSEA", is the exclusive bargaining representative for all regular probationary and permanent classified unit members holding those positions described in Appendix B, attached hereto, and incorporated by reference as a part of this Agreement.

2.2 All newly created positions shall be designated as management, confidential, supervisory or bargaining unit positions by the Superintendent after consultation with CSEA. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution. Classifications may be added to or deleted from the bargaining unit by mutual agreement of the Office of education and CSEA subject to the rule of PERB and Appendix B shall be amended to reflect agreed upon changes.

2.3 With respect to any matter which is subject to compliance with meet and negotiate requirements under the Educational Employment Relations Act and this Agreement, the following provisions shall apply. However, nothing in this Section shall be construed to subject either party to any obligation to meet and negotiate on any matter, which obligation would not exist in the absence of this Section.

A. If the Office of Education determines, in its opinion, that a matter, or the impacts and effects thereof, are subject to compliance with meet and negotiate requirements under the EERA, the Office of Education shall notify CSEA prior to taking action.

B. CSEA may, within ten days of service of notification by the Office of Education, notify the Office of Education in writing of its demand to negotiate. The demand shall specify the matters to be negotiated and shall be accompanied by initial proposals on all such matters.

C. If no such demand is received within the ten-day period, the Office of Education may take action.

D. If a demand is received within the ten-day period, the parties shall comply with any applicable public notice requirements and shall diligently attempt to schedule a session for meeting and negotiating as soon as reasonably possible.

E. If the parties do not resolve the matters specified in the demand to negotiate within sixty (60) days from the date of completion of public notice requirements, the Office of Education may take unilateral action. The meet and negotiate process shall continue to the extent required by law.

2.4 Nothing in this Article shall be construed to constitute a waiver of CSEA's right to pursue its administrative remedies before the Public Employment Relations Board.

ARTICLE III: DEFINITIONS

3.1. "Unit Member" or "Employee" refers to any unit member who is included in the bargaining unit as defined in Article II and is therefore covered by the terms and provisions of this Agreement.

3.2. Members of the immediate family mean the spouse or registered domestic partner, mother, father, grandmother, grand-father, or a grandchild (including “step” mother, father, grandmother, grandfather, or grandchild) of the unit member or of the spouse, or registered domestic partner of the unit member, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law (including “step” son or daughter) of the unit member or any person living in the immediate household of the unit member for whom the unit member has legal responsibility.

3.3. "Superintendent" means the Superintendent of Schools, Office of Education, San Diego County, or his designee.

3.4 "Board" is the County Board of Education.

3.5 Singular forms shall include the plural unless the meaning requires the plural for clarity, in which case the plural will be used.

3.6 "He" shall always mean both "he" and "she."

3.7 "Immediate Management Representative," also referred to as "Immediate Supervisor," is the first-line management person to whom bargaining unit members report.

3.8 “San Diego County Superintendent of Schools” may also be referred to as "Office of Education" “County Office”, or “County Office of Education.”

3.9 "Hourly rate of pay" is defined as that amount equal to the annual salary, as set forth in the Classified Salary Schedule, divided by 2,080.

3.10 "Day" means a day in which the administrative offices of the Office of Education (located at 6401 Linda Vista Road) are open for business except where the contract specifies calendar day.

3.11 "Shift" means the number of hours worked within a unit member's workday and shall include a duty-free meal period of not less than one-half hour, which, in the case of a seven- or eight-hour shift, shall occur approximately at the midpoint of the shift.

ARTICLE IV: ASSOCIATION RIGHTS

4.1 CSEA shall have the right to access unit members at reasonable times. The term "reasonable times" as used herein means unit member rest periods, meal periods, and any time before or after a unit member's workday when such a unit member is present at his work area or site, provided that such access does not interfere with the normal conduct of County Office business.

4.2 Representatives of CSEA shall have the right to utilize the County Office facilities for the conduct of meetings, including technology-based meetings. Requests to utilize such facilities shall be made in accordance with the procedures established by the Superintendent and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Meetings conducted in such facilities shall be in accordance with all established laws and in no way conflict with the work of other unit members and that established by the County Office.

4.3 CSEA shall have the right to utilize a designated portion of bulletin boards normally used by the County Office for communication with its unit members. Courtesy copies will be provided to the Superintendent and to the site administrator (for work sites not located at the San Diego County Office of Education, 6401 Linda Vista Rd., San Diego) concurrent with the posting. CSEA shall be held responsible for the maintenance and suitability of any materials posted on bulletin boards and for the removal of materials to assure that adequate space is available.

4.4 Existing mailboxes may be utilized by CSEA for communications with unit members provided that the transmission of the materials does not involve crossing postal carrier routes. Unsuitable materials shall not be deposited in the mailboxes. The County Office stationery, letterhead, or other County Office materials shall not be used for CSEA activities, except as provided in Subsection 4.6. In addition, CSEA shall have the right to use the County Office electronic mail service and unit member electronic mailboxes for communications to unit members provided that the County Office does not incur additional facility, equipment, or staffing costs solely for such access.

4.5 CSEA may, with authorization of the County Office, utilize institutional equipment. The County Office will provide CSEA with an access code number to utilize satellite copiers. Any direct costs shall be borne by CSEA.

4.6 CSEA has the right to receive, upon written request, two (2) copies of, or have access to, any public budget or financial material when it is submitted to the Board of Education.

4.7 All new unit members hired into the bargaining unit shall receive a CSEA information packet if a supply of packets has been provided by CSEA to the County Office, at CSEA's expense. It shall be the responsibility of CSEA to maintain an adequate supply of packets. CSEA will

be provided with the opportunity, at reasonable times (including during unit member orientation), to meet with unit members new to employment with the County Office.

4.8 Paid Release Time

A. CSEA shall have the right to designate no more than six (6) unit members to be given reasonable released time, when meeting and negotiating with the County Office. Meet and negotiate sessions shall be scheduled alternately to occur during the hours the County Office is open for business and outside such hours, unless the parties mutually agree otherwise.

B. In accordance with the established CSEA State constitution and by-laws formulae, CSEA may designate up to six (6) delegates to the yearly State convention who shall be given released time to participate for up to one (1) week without loss of compensation.

C. The CSEA President or a Chapter Officer and/or one designee per meeting shall receive release time to attend official meetings of the Personnel Commission and of the Board of Education, if such meeting occurs during regular business hours. Up to three (3) unit members serving as a CSEA State Board Member, State Officer, or Committee Member shall each receive five (5) days of paid released time annually to attend CSEA required meetings. Such released time may be taken in full or one-half day increments.

D. With approval of the immediate management representative, designated officers, site representatives or other designated union members shall be allowed to use any of the paid released time available pursuant to paragraph B above, which is not used for attendance at the CSEA annual convention, to a maximum of 40 days paid release time per year, at reasonable times, for the conduct of Association business. This provision shall apply to the released time whether or not reimbursed by CSEA.

E. With approval of the immediate management representative, designated officers and/or site representatives shall be given paid release time, at reasonable times, in order to attend meetings scheduled by the County Office that require a CSEA representative. Approval of release time shall not be unreasonably withheld if work requirements can be met without undue hardship.

F. CSEA may designate up to four (4) delegates to attend the CSEA Para-Educator Conference with up to three (3) days of full release time, depending on conference schedule. Registration and all travel expenses will be paid by CSEA Chapter 568. CSEA agrees wherever possible to minimize the impact of selecting multiple members from the same work unit as conference delegates.

4.9 CSEA shall be assigned a mailbox in the central mail facility for deposit of incoming mail addressed to CSEA and/or one of its officers. The mailbox may not be used for outgoing mail.

4.10 Within sixty (60) days after execution of this Agreement, the County Office shall provide to CSEA, without charge, 15 printed copies of this Agreement or amendments and provide email notification of the SDCOE website link to the electronic version of the Agreement to all unit members through their assigned County Office email address. Any unit member who becomes a member of the bargaining unit after the execution of this Agreement shall be provided notification of the SDCOE website link to the electronic version of the Agreement. Amendments to the Agreement will be provided to unit members in the same manner as the original agreement.

4.11 With approval of the immediate management representative, CSEA members shall be allowed to adjust their lunch period in order to attend CSEA chapter meetings. Approval shall not be unreasonably withheld if work requirements can be met without undue hardship.

4.12 Right to Representation

A. Pursuant to the provisions of this Section, a unit member shall be entitled to the presence of an authorized representative of CSEA at an investigative or pre-disciplinary meeting called by the County Office, at which the unit member is directed to be present, if the unit member reasonably believes that the investigative or pre-disciplinary meeting may result in disciplinary action against the unit member. Prior to this investigative or pre-disciplinary meeting, the unit member shall be informed of the subject of the meeting in writing and given two (2) days prior notice.

B. If no authorized representative is available at the scheduled time, the unit member shall be entitled to one postponement of up to three (3) days to arrange for an authorized representative to be present. The time limits herein may be extended by mutual agreement.

C. The right to a representative shall not apply where:

1. The unit member does not request that a representative be present.

2. An authorized CSEA representative is available to appear at the investigative or pre-disciplinary meeting, but the unit member refuses to accept the representative.

3. The investigative or pre-disciplinary meeting is canceled or terminated by the County Office.

4. The County Office calls a meeting for the purpose of delivering proposed disciplinary documents to the unit member.

5. The County Office offers the unit member the option of proceeding to meet without a representative or foregoing the meeting entirely, and the unit member chooses to proceed without a representative.

D. Nothing herein shall be construed to grant paid or unpaid release time to any unit member not otherwise entitled to release time.

4.13 Unit Member Listings

No later than the 15th of every month, the County Office will provide CSEA with an alphabetical listing of unit members indicating the unit member's name, job title, work location, home address and work telephone number and work email address. Reasonable requests for listings and other applicable information at other times during the year will be accommodated by the County Office.

4.14 Seniority Listings

The County Office will provide CSEA with seniority listing(s) by job classification as reasonably requested. Seniority will be defined as hire date in job classification.

Seniority list shall include the following information:

1. Employee name(s);
2. Original date of hire;
    a. Date the unit member was originally employed with the County Office, absent a voluntary separation of service (e.g., resignation).
3. Hire date(s) in all job classification(s) held:
4. Seniority date: as of July 1, 2013, shall be the same as hire date in job classification. Unit members hired before July 1, 2013, the date shall be calculated pursuant to 22.2B of this CBA;
5. End date of active work in each classification for all employees hired on or after November 1, 2025;
6. Personnel action taken (e.g., promotion, transfer, layoff, demotion) for all employees hired on or after November 1, 2025;
7. Reduction designation (e.g., 39-month reemployment list);
8. 12-month assignment Full Time Equivalency (FTE) in each classification(s) (e.g. 0.65FTE)

CSEA and the County Office will meet to confer on the written seniority listings annually no later than November 1, after which time CSEA will have 20 working days to contest any specific portion of the

seniority listings. If there is a concern regarding any specific portions of the seniority listing(s), CSEA shall provide the County Office with a written detailed explanation of the area(s) of concern with the intent of attempting to rectify unforeseen errors. Any written concerns shall include but not be limited to specific name(s), specific classification(s), detailed rationale for the perceived error, and recommendations to resolve the concerns. The County Office will have ten (10) working days to respond in writing to the specific concerns and either agree to make the recommended changes or provide CSEA with a detailed written response as to why the recommended changes were not made. A list of abolished job classification(s), and seniority list shall be maintained by the Personnel Commission and may be used during the review process.

4.15 Conference Attendance

Recognizing that the CSEA mandates conference attendance of specific chapter members at the yearly State convention, CSEA agrees wherever possible to minimize the impact of selecting multiple members from the same work unit as convention delegates.

4.16 New Talent Orientation

CSEA shall have a minimum of 30 minutes to speak with new employees during the New Talent Orientation meeting.

ARTICLE V: RIGHTS

5.1 It is understood and agreed that the Office of Education retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its unit members; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Office of Education operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; lawfully contract out work; and take action on any matter in the event of an emergency. In addition, the Office retains the right to hire, assign duties to positions, assign and reassign unit members to positions, transfer work from one position to another, commence or cease work, transfer, evaluate, promote, layoff, terminate and discipline unit members. CSEA may request to negotiate the impacts and effects of any action, but the Office may take action where reasonably necessary prior to the conclusion of any negotiations. Actions taken prior to the conclusion of negotiations shall still be subject to continued negotiations.

5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Office of Education, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformity with law, and shall be subject to the Grievance Procedure of this Agreement only to the extent such exercise constitutes a violation or misapplication of the specific and express terms of this Agreement.

5.3 The Office of Education retains its right to amend, modify or rescind provisions in this Agreement in cases of emergency. An emergency is defined as an event or set of circumstances which the Office of Education determines to involve a substantial risk to the health or safety of any person and/or a substantial risk of serious damage to any property. The Office of Education shall notify the President or one of the executive board officers immediately upon declaration of an emergency.

ARTICLE VI: EVALUATION PROCEDURES

6.1 When Evaluations Are To Be Done

A. Regular Evaluations

All probationary and permanent unit members shall be evaluated in accordance with the following schedule:

1. Probationary Unit members

Probationary unit members shall be evaluated twice during probation. A mid-probationary evaluation shall be presented between 2 1/2 and 3 1/2 months of probationary service and a final probationary evaluation shall be presented no later than ten (10) days prior to the end of probation.

2. Permanent Outdoor Education Unit members

A permanent Outdoor Education unit member shall be given a performance evaluation for that program year not later than thirty (30) calendar days prior to the end of the program year without regard to a unit member's anniversary date.

3. Other Permanent Unit members

Other permanent unit members shall be given a performance evaluation within thirty (30) days prior to the anniversary date on which they attained permanent status in that class. If evaluations are not completed within the time frame, evaluations automatically default to “Meets Standards” for any subsequent stipend.

4. Unit members in Training

a. A unit member in a training position shall be given a performance evaluation prior to the end of the third month and no later than ten (10) days prior to the end of the sixth month of the training period. Training periods may differ.

b. At the end of the training period, if the unit member is then hired in a regular job classification, he begins the process stated in Section 1.A of this Article.

B. Special Evaluations

1. A special evaluation may be requested at any time, by any unit member.

2. An evaluator may give a special evaluation at any time. If "below standard" performance is noted in the special evaluation, the evaluation must contain a description of the "below standard" performance and specific direction for improvement.

3. The special evaluation shall contain a specific time frame for reviewing progress toward improvement which shall not exceed sixty (60) calendar days.

4. A follow-up evaluation and conference shall be held within ten (10) days of the time frame designated in accordance with 6.1. (B)(3) above. The follow-up evaluation shall be placed in the unit member's personnel file within ten (10) days following the conference.

6.2 Who Makes Evaluations

A. Evaluation of a unit member shall be done by:

1. The person who has been the unit member's immediate management representative and/or;

2. The immediate management representative(s) who has/have been directly responsible for assigning work to the unit member for sixty (60) days or more during the rating period, even though the unit member may have left his position before the end of the rating period. Evaluations are to be considered confidential and are not to be discussed outside of the evaluation process by the evaluator or other County Office unit members.

B. In all cases in which the unit member has both an immediate management representative and other personnel directly responsible for assigning work to the affected unit member, all such persons should be included in recommendations for the evaluation ratings and remarks. No bargaining unit member shall be responsible for completing the evaluation document to the extent that it requires exercise of his or her independent judgment. No evaluations shall be based solely upon hearsay statements. Any "below standard" rating shall include specific recommendations for improvement and provisions for assisting the unit member in implementing any recommendations made.

6.3 Evaluation Procedure:

A. The unit member's immediate management representative shall give them a completed copy of the evaluation document at least two (2) days prior to any conference.

B. Each unit member shall take part in the review of their work, by means of a conference, with his immediate management representative.

C. When a conference has been held, the unit member may sign and date the evaluation/review as received at that time, or he may request another conference within five (5) days to discuss it, and sign it as received at that time.

D. At the time the unit member signs, the unit member may indicate on the form their desire to have a conference with the next level manager or Personnel Director to be held within ten (10) days.

E. The unit member's immediate management representative shall give a photocopy of the evaluation/review form to the unit member and shall forward the original to the Personnel Section for review. Any changes must be initialed by the unit member prior to being sent to Personnel.

F. A unit member shall have the right to respond to and attach to the evaluation their comments regarding said evaluation within ten (10) days of receipt of the evaluation document.

6.4 Absences When Evaluations/Annual Reviews Are Done

A. In the event that any unit member's immediate management representative is unable to participate in an evaluation/annual review, the director of the service or the next management person in line shall conduct the review.

B. If the unit member is to be away from work when an evaluation/annual review is due, it shall be done within thirty (30) calendar days after his return to work.

C. If the unit member does not return to work, either due to separation or leave of absence, a final review form shall be completed, signed, dated and forwarded by his immediate management representative to the Personnel Section, which will forward it to the unit member.

D. If a unit member begins a leave of absence which the immediate management representative anticipates will be more than three months in duration, and if the date when the evaluation/annual review is due falls within that anticipated leave period, the evaluation shall be done within thirty (30) days of the date of commencement of the leave of absence.

6.5 In the event that a unit member contends that an evaluation has not been prepared within the time limits provided for herein, the unit member may request that the immediate supervisor of

the unit member's immediate management representative take action to cause the evaluation process to be completed.

6.6 A bargaining unit member shall retain the right to have a CSEA representative present at a conference pursuant to Section 6.3(D), except as otherwise expressly required by law.

6.7 During the evaluation period, the evaluator shall hold a conference with a unit member whose performance is "below standard," providing specific direction for improvement. It is the intent of the parties that unit members be informed of performance deficiencies and/or behavior which may result in a below standard rating during the rating period; not solely in the evaluation. At a minimum, the evaluator is expected to confer with the unit member during the rating period as early as practicable to provide corrective direction. The evaluator is expected to provide the unit member with clear information regarding the nature of the unsatisfactory performance and/or behavior and with specific direction for improvement. Depending upon the circumstances and in the sole discretion of the evaluator, written documentation will be provided to the unit member.

6.8 Evaluation forms are Appendix C which is attached hereto and incorporated as part of this Agreement.

6.9 CSEA agrees to work with management to convene a committee to review and revise the classified support evaluation process for the 2026-27 school year.

ARTICLE VII: GRIEVANCE

7.1 Definitions

A. A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.

B. A "grievant" shall mean either CSEA or a unit member covered by this Agreement filing a grievance.

C. A "Unit member Representative" shall mean a CSEA Representative assigned to the grievant' s work site, a CSEA staff representative, or legal counsel approved by CSEA in writing, selected by the grievant to assist him in presenting and processing his grievance, except as limited in Level I of this procedure. A unit member's immediate management representative, with whom a grievance is filed, may also choose a representative in processing grievances, except as limited in Level I.

D. An "Office of Education grievance form" shall mean the form contained in Appendix E completed in writing by the grievant within twenty-five (25) days of the occurrence or within twenty-five (25) days of when he could reasonably have known of the occurrence, act or omission giving rise to the grievance.

E. "Day" means a day on which the administrative Office of the Office of Education is open for business. Vacation time of a unit member, or summer recess for ten (10) month unit members, shall not be included in the time limits.

7.2 General Provisions

A. The purpose of the procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept confidential, and that the grievant and his immediate management representative should attempt to resolve the grievance at the informal level.

B. All materials concerning a unit member's grievance shall be kept in a confidential file separate from his personnel file.

C. The filing of a grievance shall in no way interfere with the rights of the Board and/or the Superintendent to proceed in carrying out their responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement or other directive, the grievant shall fulfill or carry out such order, requirement or other directive pending the final decision of the grievance, unless it endangers the safety of unit members.

D. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his immediate management representative, or to have the grievance adjusted, prior to Level IV, without intervention of CSEA, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Level I, II or III, shall not be agreed upon by the Office of Education until CSEA has been provided with a copy and has been allowed ten (10) days for an opportunity in which to respond.

E. The unit member and his immediate management representative shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance, except at the informal level. These names shall be made available, in advance, to both parties. Such witnesses shall be in addition to the conferee that either party may select.

F. In a case of multiple grievance claims on the same issue, the Office of Education may elect to hear only one written grievance filed, as determined by the Association, if any of the grievants is represented by CSEA, and the decision rendered shall be applicable to all claims on the same issue arising from the same set of circumstances.

G. Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the order on which they are received. Administrative personnel shall process such numbered grievances in a sequential manner following a pattern that first filed will be first considered, in a timely fashion. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.

H. A unit member, who fails to comply with the time limits established in this procedure, shall forfeit all rights to apply the grievance procedure for the alleged Agreement violations. Timelines may be extended by mutual agreement. Failure by the administration to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next higher step.

I. No more than one conferee of the grievant shall have the right to receive released time for the meetings and conferences specifically provided for herein.

J. If any hearing at Level IV is scheduled during the day, any unit member required by either party to testify at the hearing shall be released from regular duties without loss of compensation. No more than two bargaining unit members may be on release time

under this subsection at any one time. This subsection shall not be construed to require or permit release time at any other level.

K. With approval of the immediate management representative, designated officers and/or site representatives shall be given paid release time, at reasonable times, in order to assist in the investigation and presentation of grievances. Approval shall not be unreasonably withheld if work requirements can be met without undue hardship.

7.3 Informal Procedure

Informal Level

The unit member shall meet with his immediate management representative to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to have a CSEA representative at an informal level. If the potential grievance is not resolved at this level, the unit member may proceed to Level I. The Office of Education and the Association may mutually agree to waive any level of the grievance procedure. The Office of Education and CSEA agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.

7.4 Formal Procedure

For purposes of Section 7.4 the required timelines shall begin on the first (1st) day following the date of receipt of a grievance by the Office of Education or the first (1st) day following receipt of the Office of Education decision by the grievant.

A. Level I

Within twenty-five (25) days of the occurrence, or within twenty-five (25) days of when the unit member could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on an Office of Education-provided form (Appendix E) to his Director. On this form the unit member shall make a clear and concise statement of the grievance, the circumstances involved and the specific article that was allegedly violated, the decision rendered at the informal conference and the specific remedy sought. The Director shall communicate a decision to the unit member in writing within ten (10) days from the date the written grievance is received by the Director. If the Director does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limit either party may request a personal conference to discuss the grievance. Either the grievant or the Director may have a conferee present at such a conference.

B. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Division Administrator within ten (10) days after receiving the decision at Level I. This written appeal statement shall include a copy of the original grievance, the decision rendered at the previous level and a clear, concise statement of the reasons for the appeal. The Division Administrator, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Division Administrator. Either the grievant or the Division Administrator, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Division Administrator, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

C. Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent within ten (10) days after receiving the decision at Level II. This written appeal statement should include a copy of the original grievance, the decision rendered at previous levels and a clear, concise statement of the reasons for the appeal. The Superintendent, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Superintendent. Either the grievant or the Superintendent, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Superintendent, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

D. Arbitration

In the event that the grievant is not satisfied with the decision at Level III, he may request, immediately, in writing, that CSEA submit the grievance to arbitration. Upon approval, CSEA will request arbitration of the grievance in writing to the Office of Education within fifteen (15) days of the issuance of the Level III decision. Such a request must be in writing and be accompanied by a written statement from CSEA agreeing to take the grievance to arbitration. No later than twenty (20) days after the Office of Education's receipt of the request for arbitration from CSEA and the grievant(s), CSEA and the Office of Education shall meet to determine a mutually acceptable arbitrator. In the event CSEA and the Office of Education are unable to reach agreement on a mutually acceptable arbitrator, CSEA shall request, within the time limits prescribed in this section, that the American Arbitration Association shall supply a listing of names pursuant to its rules. The Arbitrator selected must be a

member of the National Academy of Arbitrators and must have recent experience in arbitration of grievances involving public school employers.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except where the specific language herein is in conflict, which specific language will prevail.

Any award of the arbitrator shall be binding on the grievant, CSEA and the Office of Education.

It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add to, alter, subtract from, disregard, change or modify any terms of this Agreement; but shall determine only whether or not there has been a violation of this Agreement as complained by the grievant.

2. The arbitrator shall have no power to establish salary structures or change any salary.

3. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.

4. The arbitrator shall have no power to change any practice, policy or rule of the Office of Education or Personnel Commission; nor to substitute his judgment for that of the Office of Education or Personnel Commission as to the reasonableness of any such practice, policy, rule or any action by the Office of Education; nor to adjust, modify or amend salary schedules or classification structures.

5. The standard of review for the arbitrator is whether the Office of Education acted in an arbitrary and capricious manner, which is a violation of the express terms of this Agreement.

6. The arbitrator shall not consider any issue raised by the grievant unless it was made known by the Office of Education in an earlier Level of this Grievance Procedure.

7. The arbitrator shall have no power to recommend or resolve any of the following:

a. The termination of services or any other disciplinary action or failure to re-employ any member of the Unit, except reemployment pursuant to Article XXIII of this Agreement.

b. Any matter involving evaluation, except where procedure has been violated.

c. Any claim or complaint for which there is another remedial procedure or course established by statute or by regulation having the force of law, including any matter specified in the Education Code.

d. Nothing herein shall be construed to prevent or limit deferral to arbitration by the Public Employment Relations Board pursuant to Government Code Section 3541.5(a)(2).

All fees and expenses of the arbitrator shall be shared equally by the Office of Education and CSEA. The Office of Education shall only bear its own expenses. Arbitration hearings shall be held at the Office of Education, unless the parties mutually agree otherwise. If the Office of Education claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure or was filed or processed in an untimely manner, such a claim shall, at the option of the Office of Education and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The Office of Education may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits. If the Office of Education should choose to refuse to arbitrate a dispute, nothing in this section shall preclude CSEA from seeking, through appropriate administrative or judicial proceedings, to compel the Office of Education to proceed to arbitration.

The arbitrator shall have no power to render an award on a grievance filed before the effective date of this Agreement or after the termination of this Agreement.

7.5 Non-grievance Issues

Non-grievance issues may be addressed by utilizing the procedure for dispute resolution contained in San Diego County Office Administrative Regulation No.

4003.2, "Problem Resolution." A copy of the current Administrative Regulation Complaint Form is attached as Appendix D. Issues arising from the application or non-application of the "Problem Resolution" procedure shall not be subject to the grievance procedure of this Article.

ARTICLE VIII: TRANSFER/REASSIGNMENT

8.1 Transfers

A. A transfer is a unit member-initiated movement to another position in the same classification or in a related classification, for which the unit member is qualified, on the same range of the salary schedule and conducted in accordance with Personnel Commission rules.

B. Unit members shall receive notice of all vacancies through their County Office email address and shall have no less than five (5) days after notification to express interest in the transfer opportunity

C. When a new position is created or an existing position becomes vacant, the Superintendent shall consider the transfer of unit members serving in the same class. All unit members serving in the same class, who have requested a lateral transfer, shall be granted an interview, except that a manager shall not be required to interview a unit member more than once in any six (6) month period for the same position or for a similar position in the same unit within the same job classification.

E. Any unit member denied a transfer shall, upon written request, be given written reasons for the denial within five (5) days of the request.

8.2 Reassignment

A. A reassignment is a management-initiated movement of a unit member to another position in the same classification.

B. A unit member may be reassigned, within his position classification, to any location (subject to the provisions of this agreement), and, at any time, in the best interest of the County Office of Education as determined by the Superintendent in accordance with this article. Upon request, any unit member reassigned shall receive specific written reasons within five (5) days of the reassignment. The Office of Education shall not reassign a unit member solely for disciplinary reasons. Should there be multiple qualified unit members in the classification from which the reassignment is being made, the selection will be made upon seniority within the program where the most senior unit member in the program has the first right of refusal as long as there are less senior unit members in the program who have the skills needed for the new assignment.

C. A unit member, reassigned from a worksite other than the Office of Education to any worksite other than the Office of Education or any unit member reassigned from the Office of Education to any other worksite, shall be reassigned only for reasons based

on the program needs, efficiency or effectiveness of the operations of the Office of Education.

D. Reassignments involving a change of work location, as described above, require fifteen (15) day written notice to the unit member prior to the effective date of the reassignment.

1. The unit member may request to meet with the appropriate Division Administrator by submitting a written request at least ten (10) days prior to the effective date of such a reassignment.

2. The decision to reassign a unit member, as described in Section 8.2(c) of this article, may be appealed by the unit member to the Superintendent by submitting a written appeal statement at least five (5) days prior to the effective date of the reassignment. The decision of the Superintendent shall be communicated in writing to the unit member prior to the effective date of the reassignment.

E. When a permanent unit member becomes unable to perform the duties of the unit member's classification because of illness or injury, as determined by the appointing authority, reasonable effort shall be made to reassign the unit member to a position the duties of which are within his capabilities. Reassignment, if any, shall be at the discretion of the appointing authority.

ARTICLE IX: DUES DEDUCTION AND ORGANIZATIONAL SECURITY

9.1 The County Office shall deduct CSEA dues from wages, as appropriate, in accordance with the following provisions. CSEA agrees to furnish any information needed by Office of Education to fulfill the provisions of this article.

9.1.1 Dues Deductions

Any unit member who is a member of CSEA or who applies for membership, may sign and deliver to CSEA an assignment authorizing deduction of membership dues and such other mutually agreed payroll deductions as may be offered by CSEA. Such authorization shall continue in accordance with the terms of that agreement. Pursuant to such authorization, SDCOE shall implement a dues deduction schedule in accordance with parameters established by CSEA.

9.2 SDCOE shall refer all requests for changes in membership to the CSEA Chapter 568 president or designee and the bargaining unit's assigned CSEA Labor Relations Representative.

9.2.1 Unit members, who are members of CSEA, shall have the sole and exclusive right to have membership dues deducted by the Office of Education. Any member of the unit may sign and deliver to the Office of Education a form authorizing deduction of CSEA membership dues. Such authorization shall continue in effect for the term of the agreement.

9.3 Notification of Membership

A. SDCOE shall accept the certification provided by CSEA on dues deductions for bargaining unit members; if the union states it has authorization for SDCOE to begin deductions, it is not required to provide SDCOE a copy of the authorization unless a dispute is risen by the employee questioning the existence or terms of the authorization.

9.3.1 Mass Communications to the CSEA Membership

A. If SDCOE chooses to disseminate mass communications to bargaining unit employees or applicants concerning their rights to join or support CSEA, SDCOE shall meet and confer with CSEA concerning the content of the mass communication. If the parties cannot reach an agreement and the employer decides to go ahead with its proposed mass communication, it must also simultaneously distribute a communication of reasonable length provided by CSEA.

B. SDCOE shall not deter or discourage bargaining unit employees or applicants from becoming or remaining members of CSEA.

C. SDCOE shall notify the Association president or designee and the impacted unit member(s) of any third-party request for unit members' contact information within two (2) business days of receipt of the request. This includes, but is not limited to, California Public Records Acts requests for unit member disciplinary, evaluative, or other personnel-record information. SDCOE will not release the request for five (5) business days so that the association and impacted unit member(s) have a reasonable opportunity to object to the disclosure of the requested information and/or raise potential concerns before the employer responds to the requester and publicizes the information.

D. SDCOE shall not disclose to a third-party personal unit member information such as home addresses, personal email addresses, home phone or cell phone numbers, birthdates, family member names, etc.

9.2 SDCOE shall not be obligated to put into effect any new or changed deductions until the next payroll period from which deductions may be made.

9.3 The Association agrees to indemnify, defend and hold harmless the SDCOE from any and all claims occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. The SDCOE shall take no action to encourage or assist anyone in making such a claim and shall not, without cause, reject counsel proposed by CSEA to defend any such claim.

ARTICLE X: HOURS OF EMPLOYMENT

10.1 A. The regular workweek for a full-time unit member shall normally be forty (40) hours within five (5) consecutive days. The length of the workday for full-time assignments shall be eight (8) consecutive hours. The work schedule for unit members shall be established by the County Office of Education upon employment. In the event that the County Office changes a unit member's work schedule, for a period anticipated to be in excess of thirty (30) days, the unit member shall be given written notice at least fifteen (15) calendar days in advance of the work schedule change. Such a unit member shall, upon written request, be given the right of first refusal to return to the unit member's former work schedule in the event that a vacancy should occur in the same class within the same unit at the former work schedule. Any schedule attached to this agreement is intended to be a sample only.

B. In order to best meet SDCOE's diverse program and stakeholder needs, unit members may be required to provide services in-person, virtually, or a combination of the two (i.e., hybrid). Program leadership will determine the best service delivery model.

10.2 A. Overtime is any time required, suffered or permitted to be worked in excess of eight (8) hours in any one workday, if the unit member is on eight (8) hour, five (5) day work schedule, or in excess of forty (40) hours in any calendar week, unless the classification is specifically exempt in accordance with California Education Code. Such exemption shall be applied only to classifications which have fluctuations in daily working hours designated by the Personnel Commission and the County Superintendent. For the purpose of computing the number of hours worked, the time during which the unit members are excused from work because of holidays, sick leave, vacation, compensated time off or other paid leaves of absence, shall be considered as time worked by the unit member. The working of said overtime shall be offered to unit member performing the same specific job. Reasonable rotation of qualified unit members shall be attempted by section and classification. Any unit member who has taken advantage of, or waived, the overtime opportunity, shall move to the bottom of the rotation list. However, the designation, authorization and allocation of any overtime shall rest solely with the County Office. Unit members may refuse overtime provided there is a qualified unit member available, in the sole discretion and judgment of the County Office.

B. Overtime hours, as defined in this section, shall be compensated at a rate of pay equal to one and one-half (1-1/2) times the regular rate of pay for all work authorized by the County Office; or the unit member shall be allowed to take compensatory time equal to overtime worked plus one-half (1/2) of the regular rate of pay; or the unit member shall be allowed compensatory time off equal to one and one-half (1-1/2) times the amount of time worked. If compensatory time is not approved and taken in twelve (12) months from when it was earned, the unit member shall receive pay equal to the authorized overtime at the rate of pay calculated based upon the unit member's current rate of pay.

1. The County Office agrees to develop and implement an organization-wide system to track Compensatory Time no later than July 1, 2026.

C. A unit member's access to their County Office email account after their assigned work hours shall not constitute overtime unless such use is in conjunction with authorized overtime. It is understood that unit members are not expected to check any form of communication after scheduled work hours, unless requested in conjunction with authorized overtime. Emergency and/or safety-related after-hours communications are exempted from this section.

10.3 Notwithstanding Sections 10.1 and 10.2 of this Article, the workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of not more than five (5) consecutive workdays. Such a unit member shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) days following the commencement of the workweek at a rate equal to one and one-half (1-1/2) times his regular rate of pay.

10.4 Call Back Time

A unit member shall be compensated for a minimum of two (2) hours of work at the overtime rate if:

A. They are called upon to work on a day that they are not regularly scheduled to work; or,

B. They are called back to work after completion of their regular assignment for that day, where the additional hours were not arranged prior to the date of the request; or,

C. They are required to report to the assigned work location while in on-call status; or

D. They agreed to work for either A or B above, and the extra hours were cancelled with less than 24 hours' notice to the employee

Work performed beyond two (2) hours in any of the instances listed above shall be compensated at the regular rate of pay, except as applicable for overtime in accordance with Section 10.2 or 10.3. The SDCOE shall comply with overtime calculations in Ed Code 45128 regarding the 35-hour workweek and/or the seven (7)-hour workday.

10.5 All unit members working five (5) hours or more per day shall be entitled to an uninterrupted lunch period without pay for a minimum of one-half (1/2) an hour, but no longer than one (1) hour, and shall be scheduled at or about the mid-point of each unit member's work shift. This section shall not apply to unit members on workdays assigned to the Outdoor Education Program All-Day Adventure when an unpaid break in lieu of the uninterrupted lunch period shall be granted upon conclusion of the All-Day Adventure. Unit members assigned to the All-Day Adventure shall take lunch with the assigned students.

10.6 All unit members who are required to be on call (standby) shall be compensated one (1) hour of pay at their regular rate of pay for each day they are required to be on call for duty. Reasonable rotation of qualified unit members shall be attempted by section. In so far as practicable, standard rotation schedules shall be established on a weekly, monthly or other regularly recurring basis. Any unit member who has taken advantage of, or waived, the standby assignment opportunity, shall move to the bottom of the rotation list. However, the designation, authorization and allocation of any standby assignment shall rest solely with the County Office.

A. During on call (standby), a unit member:
    1. is not required to remain at or near any County Office facility or worksite.
    2. may freely leave their home or engage in personal activities of their choosing.
    3. is not restricted in their movement.
    4. is required only to be accessible via phone call, or upon mutual agreement between the unit member and their supervisor via email, text, Teams, etc.
    5. will be provided with a response window between 30 to 90 minutes that does not unreasonably interfere with personal activities.
        a. Unit member shall respond to a callback within 30 to 60 minutes via communication in A.4.
        b. If directed to report for duty, the unit member shall be prepared to commence travel or report to designated work location within 60 to 90 minutes from the initial contact by the supervisor.
    6. is expected to be fit for duty if they agree to respond to a call, including compliance with County Office drug- and alcohol-free workplace policies. This expectation is a condition of readiness only and does not require the employee to refrain from personal activities or remain under County Office control during on call (standby) time.
    7. may decline assignments offered during Standby Time without discipline, adverse action, or impact on future assignments. Unit members who accept standby assignments shall maintain availability consistent with program needs.

B. During on call (standby) time, the County Office shall not require unit members to:
    1. Remain in a waiting or ready-to-respond posture
    2. Monitor County Office systems continuously
    3. Remain awake, alert, or actively prepared to work

C. When Time Becomes Compensable = “Call back”
    1. The unit member arrives at the designated worksite or other assigned duty location and is ready to perform work-related duties.

D. Unit member shall not be assigned to on call (stand by) when on leave or vacation.

E. Nothing in this section alters any entitlement to compensation for stand by or on call time.

10.7 All unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the County Office. This section shall not apply to unit members on work

days assigned to the Outdoor Education Program All-day Adventure when rest breaks shall be granted prior to and/or upon conclusion of the All-Day Adventure.

10.8 The County Office shall designate the work year for each classified position. No later than June 15 of each year, unit members working a “fixed program year” shall receive written notice of the number of work days to be assigned for the next program year.

A. JCCS Work Calendar

The needs of the students, integrity of the instructional program, and ensuring consistent staffing in classrooms shall drive the calendar approval process. For JCCS locations, the work year, July 1 to June 30, will be 230 contracted days (214 workdays, 16 holidays) days with payment equalized across 12 months. An annual work calendar shall be planned by each unit member in cooperation with, their administrator and submitted to the appropriate Director for approval.

Should there be a dispute with regard to calendar submission, resolution shall be driven by seniority.

10.9 Nine-Day, Eighty Hour Schedule (9/80 Schedule)

A. Nothing contained herein precludes the County Office and the unit member from agreeing, subject to the approval of his or her immediate supervisor/director and the division Assistant Superintendent, to the establishment of a nine (9)-hours per shift, eighty-(80) hour-two-(2) week work schedule ("9/80 schedule"). The final approval is at the sole discretion of the County Superintendent. In considering alternative work schedules, the work of the County Office and service to clients shall be the highest priority.

B. When a 9/80 schedule is established it shall consist of nine working shifts, eight of which shall be nine-hour shifts, and one of which shall be an eight-hour shifts. The workweek shall begin at noon on a specified day of the week, determined by the unit member's immediate supervisor in the best interests of the particular department or program subject to the approval of the division Assistant Superintendent and shall be defined so that no unit member will be regularly required to work more than forty (40) hours during any given workweek.

C. For unit members working a 9/80 schedule, overtime shall be compensated for at a rate equal to one and one-half times the regular rate of pay of the unit member designated and authorized to perform the work and shall be paid for all hours worked in excess of the required work shift, which shall in no instance be greater than nine (9) hours.

D. For unit members working a 9/80 schedule, if one holiday falls on a work day within a two-week schedule, the holiday is the 8-hour day and the other eight (8) working days are nine

(9) hours. If the holiday falls on the non-work day, the unit member is off that day and also off on their 8-hour day.

If two or more holidays occur in the two (2) weeks, the unit member will work a standard eight-hour per day, five (5) day per week schedule for the two (2) weeks.

E. The County Office retains the authority to reinstate a regular, five-day work week for any unit member or unit members should there be a determination by the County Office that doing so would be in the best interests of a particular department or program. In the event that the County Office chooses to reinstate a regular, five-day workweek, the effected unit member or members shall be given fifteen (15) calendar day notice of the change.

10.10 Four-Day, Ten-Hour Schedule (4/10 Schedule)

A. Nothing contained herein precludes the County Office and the unit member from agreeing, subject to the approval of his or her immediate supervisor/director and the division Assistant Superintendent, to the establishment of a four-days per week, 10-hours per day schedule ("Four Tens"). The final approval is at the sole discretion of the County Superintendent. In considering alternative work schedules, the work of the County Office and service to clients shall be the highest priority.

B. When a 4/10 schedule is established it shall consist of four (4) work days in a one-week period in which the employee works ten hours per shift. The workweek shall begin on a specified day of the week, determined by the unit member's immediate supervisor in the best interests of the particular department or program subject to the approval of the division Assistant Superintendent and shall be defined so that no unit member will be regularly required to work more than forty (40) hours during any given workweek.

C. For unit members working a 4/10 schedule, overtime shall be compensated for at a rate equal to one and one-half times the regular rate of pay of the unit member designated and authorized to perform the work and shall be paid for all hours worked in excess of the required work day, which shall in no instance be greater than ten (10) hours.

D. For unit members working a 4/10 schedule, if one (1) holiday falls on a workday within a schedule, the holiday shall be paid at ten (10) hours. If the holiday falls on the non-workday, the unit member is off that day. If two (2) or more holidays occur in the week, the unit member will receive ten (10) hours of pay per holiday and work 10-hour work shifts on the remaining days of the week in which they were scheduled to equal 40 hours for the week, inclusive of holiday pay.

E. The County Office retains the authority to reinstate a regular, five-day work week for any unit member or unit member(s) should there be a determination by the County Office that doing so would be in the best interests of a particular department or program. In the event that the County Office chooses to reinstate a regular, five-day workweek, the affected unit member or members shall be given a fifteen (15) calendar day notice of the change.

10.11 Telecommuting

Telecommuting may be allowed on a discretionary basis and is entirely voluntary. Either a department or employee may request a full-time, part-time, or short-term remote work arrangement. The county superintendent of schools or designee shall make the determination that telecommuting is suitable for the position, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder SDCOE operations prior to entering into any telecommuting agreement. Except in an emergency situation, a department may not require an employee to telecommute, and an employee does not have a right to telecommute.

When an employee is videoconferencing, they shall have their camera turned on for all workshops, staff meetings, and other events designated by their immediate supervisor.

10.12 Outdoor Education School

The following provisions are intended to regulate the hours of employment and work year of unit members whose worksites include the outdoor education schools. The following provisions are in lieu of and supersede any past practice, agreement or policy on matters related to hours of employment and work year of such unit members and any other matters affected by these provisions. Effective July 1, 2016, the work year for unit members assigned to outdoor education schools in positions whose work year is less than twelve (12) months shall work a fixed program year that will include a minimum of two (2) guided professional development days and shall be subject to the applicable provisions of this collective bargaining agreement for fixed program year positions. The specific work, meal and sleep times may be changed by the County Office so long as the change does not violate the express terms of this agreement.

A. Work Year

No later than the 2nd Monday in August of each year, the County Office shall provide unit members assigned to an Outdoor Education school the schedule for the fiscal year that includes the number of weeks of scheduled work.

B. Work Schedules

1. Nurses. Each nurse shall be required to be on-site at the Outdoor Education School to which the nurse is assigned by the County Office in its discretion from 9:30 a.m. on Monday to 9:30 a.m. on Friday of each week during which the Outdoor Education School is operated and campers are present. Between these times, each nurse shall be on duty during specific hours and perform duties as assigned by the County Office in its discretion, during which hours the nurse shall be in paid status. Any unit member whose specific assigned hours include an

unpaid break of two (2) continuous hours or more shall receive a split shift differential bonus of 5% of his hourly rate of pay for the entire shift. No unit member receiving such bonus shall be eligible for the shift differential under Section 15.2.

2. Maintenance Workers/Custodians-OE

   a. Each maintenance worker or Custodian-OE shall be required to be on-site at the Outdoor Education School to which the worker is assigned, during the shift to which the worker is assigned, during each week in which the Outdoor Education School is operated. An individual unit member may be given an assignment which does not require him/her to stay overnight on specific days during the shift. A shift may include Saturday and/or Sunday. Reasonable rotation of qualified unit members shall be attempted for schedules that include Saturday or Sunday unless a position is assigned a regular Saturday-Sunday schedule. For the purpose of the 4-day/10-hour schedule, shift one shall run from a designated time on Monday to a designated time on Thursday. Shift Two shall run from a designated time on Tuesday to a designated time on Friday. Shift Three shall run from a designated time on Friday to a designated time on Monday. The specific times shall be determined by the County Office, in its discretion, during each week in which the Outdoor Education School is operated.

   b. Each maintenance worker will be assigned specific hours and duties by the County Office, in its discretion, within the shift, during which hours the worker shall be in paid status.

3. Program Specialists

   a. Each program specialist shall be assigned specific hours and duties by the County Office, in its discretion, normally between 8:00 a.m. on Monday and 5:00 p.m. on Friday during the school year (normally September - June) during each week in which the Outdoor Education School is operated and campers are present. In addition, these unit members may be assigned to in-service programs either at or away from Outdoor Education School. Other than during those assigned hours, the unit member is not required to be on-site except as provided in Subsection (F) hereof.

   b. Each program specialist will be assigned specific assigned hours and duties by the County Office, in its discretion, within the times specified above, during which hours the unit member will be in paid status.

c. The SDCOE will make reasonable efforts to assign only one (1) All Day Adventure per week to any one Program Specialist.

4. Office Staff

a. Each office staff unit member shall be assigned specific hours and duties by the County Office, in its discretion, Monday through Friday, during each week in which the Outdoor Education School is operated and campers are present. The immediate supervisor, in his or her discretion, may assign the unit member hours and duties at times when campers are not present. During those specific assigned hours, the unit member will be in paid status. Other than during those assigned hours, the unit member is not required to be on-site, except as provided in Subsection (F) hereof.

5. Food Service Staff

a. Each food service staff unit member shall be assigned specific hours and duties by the County Office of Education, in its discretion, normally between 9:00 a.m. on Monday and noon on Friday during each week in which the Outdoor Education School is operated and campers are present. The immediate supervisor, in their discretion, may assign the unit member hours and duties at times when campers are not present. During those specific assigned hours, the unit member will be in paid status. Other than during those assigned hours, the unit member is not required to be on-site, except as provided in Subsection (F) hereof.

E. If a unit member who has not left the worksite is required, by direction of their supervisor or as a result of an emergency, as defined in 10.11.F, to perform assigned duties at times other than during the specific assigned hours, the unit member shall record the exact time spent in actual, active performance of duties on a form and according to a procedure provided by the County Office. In that event, the unit member's immediate supervisor shall have discretion to do any of the following, or some combination thereof:

1. Modify the worker's specific assigned hours for the week or the week following the week during which such time is recorded in order to reduce those hours by an amount equal to the recorded time following consultation by the immediate supervisor with the unit member; and/or

2. Cause the worker to be paid overtime for duty time, both assigned and recorded, in excess of forty (40) hours per week; and/or

3. Disallow the recorded time as not reasonably necessary due to an emergency, or as not actual, active performance of assigned duties.

F. For purposes of these provisions, an "emergency" shall mean a situation requiring prompt response by the unit member within the course and scope of their employment, which response cannot reasonably be made by another unit member on duty at the time the emergency arises, and cannot reasonably be made by the unit member during his or her specific assigned hours, without significant adverse consequences to the County Office, students, other unit members or facilities and equipment; or a situation deemed an emergency by the unit member's immediate supervisor or the supervisor's designee.

G. No unit member will perform any service outside of his or her specific assigned hours without the advance approval of his or her supervisor, except in event of an emergency, as defined in 10.11.F.

H. Maintenance Workers and Custodians whose assignments include the Outdoor Education Schools shall be paid a dollar amount equal to one and one-half (1.5) hours of pay at their regular hourly rate for each night they are required to remain on site.

I. The County Office shall have complete discretion to assign, reassign and move unit members to and between Outdoor Education Schools and shifts, and to assign them to worksites other than Outdoor Education Schools as reasonably necessary to the operation of the Outdoor Education Schools.

J. Each unit member shall receive lodging and meals at County Office expense, during the hours the unit member is required by the County Office to be on-site, regardless of whether such hours are the unit member's specific, assigned hours subject to the requirements of Article 15.16 with regard to taking their mealtime with the campers.

K. Notwithstanding any other provision of this Agreement, the immediate supervisor of any of the unit members referred to herein may require, in the supervisor's discretion, such unit member to perform duties off-site or at other camp or non-camp worksites.

L. Travel time between Outdoor Education School sites will normally be included in the assigned duty time.

M. Article XIII, Section 13.3 of this Agreement defines Personal Necessity Leave. In addition, unit members whose worksites include the outdoor education schools shall be authorized to use Personal Necessity Leave in cases of natural disaster (e.g., fire, flood, earthquake, etc.) which results in the closure of the unit member’s work site provided that no alternative work is provided by the County Office, or a natural disaster as described above, which reasonably prevents the unit member from reporting to their work site provided that no

alternative work is provided by the County Office. In all other respects, such leave shall conform to the provisions of Article XIII.

N. Summer Schedule

1. Summer Assignments for Food Service job classifications will be determined according to the following "post and bid" procedure.

   a. No later than May 15th of each year, the County Office shall post summer job assignments, by job classification and work site, and shall post Food Service unit members' seniority lists by classification. No later than May 31st of each year, Food Service unit members will be notified of the summer assignments resulting from the post and bid process.

   b. Unit members shall have the right to bid on any summer job assignment within their current job classification. Bidding will be based on seniority beginning with the unit member with the highest seniority within a job classification

   c. If no summer job assignment is available in the unit member's current classification, the unit member has priority to bid on available job assignments in other classifications in which he/she holds seniority in order of seniority.

   d. No unit member may bid on more than forty (40) hours of work in any single work week (Monday-Sunday).

   e. Any unfilled assignment shall be filled from the County Office substitute unit member pool.

2. All unit members in the Outdoor Education School who are not assigned to a 12-month work year and are not employed in Food Service job classifications shall have first right to summer substitute/temporary assignments for which they are qualified.

   a. Unit members will be placed in the summer substitute/temporary employment pool according to seniority and job classification for which they are qualified.

   b. The unit member with the highest seniority who meets the qualification for the assignment shall be called first.

c. A unit member's refusal of an offer of substitute/temporary employment shall not affect their right to subsequent substitute assignments or seniority placement in the summer substitute/temporary unit member pool.

d. No later than June 1 of each year, unit members must request in writing that their names be placed in the substitute/temporary unit member pool.

3. Unit members who work out of classification in a higher classification during the Outdoor Education School summer calendar shall be paid for each day worked in the higher job classification on the step of the salary range for the higher classification that ensures a minimum of 5% increase of the unit members' regular rate of pay.

4. Unit members who due to lack of work in their regular job classification choose to work in a lower classification shall be paid at the rate of pay for the lower job classification on the same step of the range of the lower classification that the unit members are paid in their regular classification.

10.13 Alternative Workweek

A. The County Office shall have the right to establish either a Monday through Friday workweek or a Tuesday through Saturday workweek, as determined by the County Office. Unless the unit member transfers, promotes or demotes out of their Monday through Friday assignment, permanent assignment to a Tuesday through Saturday workweek shall be voluntary for all unit members initially hired before October 1, 2005, except that permanent assignment to a Tuesday through Saturday workweek shall be voluntary for Migrant Education Program unit members initially hired before May 1, 2003.

B. With seven (7) days advanced notice from the unit members' immediate supervisor, unit members assigned to a Monday through Friday workweek and who work on a Saturday may be required to take a flex day off (in lieu day) within five (5) working days prior to the Saturday scheduled to be worked. The flex day will be assigned by the manager after consultation between the manager and the unit member.

C. Section 10.12.1 shall not be used to change any unit member's workweek from Monday through Friday to Tuesday through Saturday, unless mutually agreed to by the unit member and their immediate management representative.

10.14 Maintenance Department Custodial Staff

A. The work week for the Maintenance Department Custodial Staff will be adjusted to include a Saturday assignment effective July 1, 2007. Assignment to a work week including Saturday shall rotate among all custodial staff. Each unit member shall be assigned one

(1) Saturday work day within a rotation cycle. The Saturday rotation schedule shall be posted no later than June 15 prior to the upcoming fiscal year.

B. During the work week in which the unit member is assigned to work the Saturday rotation their shall not be scheduled to work the Friday immediately before the scheduled Saturday except in the case of assigned overtime or if the work week is modified to eliminate the Saturday work day.

C. Unit members may trade their Saturday rotation, but the trade must be made in sufficient time to permit an off-duty Friday for the unit member accepting the trade.

D. Hours worked on Saturday in excess of the assigned eight (8) hours shall be compensated in accordance with Article 10.2 of the negotiated agreement.

10.15 Work Year Adjustment

A. For the 2026-2027 work year:
   a. Unit members who work 260 days per year shall work as planned for the 260 workday calendar.
   b. Unit members who are assigned a less than 260-day calendar will be provided one (1) “Floater Holiday.”

B. Beginning in the 2027-2028 work year:
   a. Unit members who work 260 days per year shall be provided two (2) “Floater Holidays” annually.
   b. Unit members who work less than 260-day calendar will be provided one (1) ‘Floater Holiday” annually.

C. A “Floater Holiday” is only for the school year provided and will be forfeited with no cash value if not used by June 30 of the school year granted.

D. A “Floater Holiday” shall be approved in the same manner as vacation per Article XII: 12.F or included in the submission of the unit member’s annual calendar.

Note: This is bargained in lieu of “Farmworkers’ Day.”

ARTICLE XI: HOLIDAYS

11.1 Scheduled Holidays

Unit members are entitled to the following paid holidays that fall within their assigned work year if they meet eligibility requirements for paid holidays specified in 11.2 below:

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Winter Holiday (Any five weekdays between December 23 and January 2, as designated by the Office of Education in its sole discretion, after consultation with CSEA)

New Year's Day

Martin Luther King Jr. Day

Presidents Day

Memorial Day

Juneteenth National Independence Day

11.2 All unit members shall be entitled to the above paid holidays provided they are in paid status during the day immediately preceding and/or succeeding the holiday or holiday period. No unit member shall be entitled to paid holidays which fall prior to their first day of employment, or in a month in which they do not render service. For unit members in fixed programs as defined in Section 15.12.C where the holiday falls during a program closure period, he or she shall be entitled to the paid holiday if he or she works the day immediately preceding and/or succeeding the program closure period.

11.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

11.4 The above holidays are in lieu of Admission Day and the holidays specified in Education Code Section 45205 to the extent that they are not designated as holidays herein.

11.5 Holiday Compensation: All authorized hours worked on designated holidays shall be compensated at one and one-half (1-1/2) times the regular rate of pay in addition to the regular rate of pay. At the discretion of the County Office, a unit member may be granted compensatory time off in lieu of paid time, in the amount of one and one-half (1 1/2) hours for each hour worked on designated holidays.

11.6 Provisions of Subsections 11.1 and 11.2 shall not apply to unit members employed in the outdoor education program.

11.7 Outdoor Education Holidays

A. The Office of Education shall have discretion to assign the specific working hours of all outdoor education camp unit members during the workweek, irrespective of the number of hours per day assigned and irrespective of whether the assigned day is a holiday or non-holiday.

B. The dates of the holidays for all unit members whose work sites include the outdoor education camps shall be as provided in Article XI for all other unit members.

C. All unit members whose work sites include the outdoor education camps shall be entitled to the above paid holidays which fall within their assignment year regardless of whether they are in paid status during the day immediately preceding and/or succeeding the holiday provided that no unit member shall be entitled to paid holidays which fall prior to their first day of service or after their last day of service

D. Effective July 1, 2001, and thereafter, all unit members whose work sites include the outdoor education camps shall be entitled to the above paid holidays which fall outside of their assignment year provided that they are assigned to work on the day immediately preceding and/or succeeding the holiday.

E. For purposes of this section, "workweek" shall mean from 12:01 a.m. on Monday to 12:01 a.m. the next following Monday.

ARTICLE XII: VACATION

12.1 The way in which unit members shall accrue and take or be paid for annual vacation shall be in accordance with the following provisions:

A. All unit members who are entitled to vacations will be granted vacation periods that are acceptable to the Office of Education. Only those periods that will not conflict with the regular operation of the Office of Education's program will be granted. The scheduling of such vacation shall be within the sole discretion of the Office of Education, but each unit member shall be allowed his vacation annually. Vacation hours shall be paid at the regular rate of pay earned by the unit member at the time the vacation is commenced or is being paid off.

B. All unit members may accumulate vacation credit to a total not exceeding that which the unit member could earn in eighteen (18) months, except that, upon written approval of the Superintendent or his authorized representative, vacation credit may be accumulated to a total not exceeding that which the unit member could earn in two (2) years. A unit member may be required to take vacation by the Office of Education in order to prevent accumulated totals from exceeding the above limits. The unit member shall be given 30-day notice and shall be required to take only that vacation which exceeds the above limits for that fiscal year.

C. Unit members shall be credited with a full year's vacation accrual on July 1st of each year in accordance with the accrual rates shown below. Unit Members earn vacation for each full month (50% or more) of paid service, at the following rates:

1. From the first day of service through 23 months: vacation earned at one (1) day per month - maximum 12 days.

2. From 24 months through 47 months: vacation earned at 1.0838 days per month - maximum 13 days.

3. From 48 months through 107 months: vacation earned at 1-1/4 days per month - maximum 15 days.

4. From 108 months through 155 months: vacation earned at 1-1/2 days per month - maximum 18 days.

5. From 156 months or more: vacation earned at 1-3/4 days per month - maximum 22 days.

D. Vacation time for part-time unit members shall be prorated. Vacation entitlement shall be credited to a part-time unit member in the same ratio that the part-time employment bears to full-time twelve (12 month) employment. The allowance shall be calculated as follows.

Step 1. Total the number of scheduled work days + eligible holidays. Multiply the total by the number of hours the unit member is scheduled to work.

Step 2. Divide the total from Step 1 by 2080 hours (the number of work hours for full-time unit members).

Step 3. Multiply the full-time vacation entitlement based on the vacation schedule in Article XII.C by the FTE percentage calculated in Step 2 to determine the vacation hours the part-time unit member is entitled to accrue annually to be credited to the unit member's vacation bank.

E. A unit member who was employed before July 1, 2002 in the HOPE Infant instructional support position and was subject to the MOU agreement dated May 14, 2002 (attached hereto in Appendix G and by reference incorporated as a part of this agreement) at the time of its execution shall continue to accrue vacation in the manner prescribed in the MOU until such time that he/she vacates the position he/she held at the time the MOU took effect. Payment for such accrued sick leave shall be made in accordance with Section K.1 below. All other provisions of this agreement relative to frequency of pay, sick leave accrual and pro rata calculations for part-time employees shall be applicable to these unit members.

F. Vacation must be requested by a unit member through the Office of Education online absence management system at least seven (7) days in advance. The dates of the member's proposed vacation must be addressed by the immediate management representative or designee who shall respond as soon as possible but no longer than five (5) days from the date of request. Reasonable rotation shall be given for all conflicting requests. Any approved vacation schedule may not be changed without the Division Administrator's approval. On a case-by-case basis, by mutual consent timelines can be waived.

G. Unit members shall be paid for any unused vacation at retirement or termination of employment. Any vacation taken, but not yet earned, shall result in an adjustment to the unit member's final pay warrant. Vacation time shall not become a vested right until completion of six (6) months of employment.

H. If a unit member's vacation is scheduled to begin during a period when he is on leave due to illness or injury, he may request that his vacation date be changed in accordance with vacation dates available.

I. If any unit member is unable to take his scheduled annual vacation due to illness or injury, he may request to carry over all or part of it to the following year. A unit member may be required to provide a physician's statement verifying the inability to take vacation due to illness or injury if carryover of more than one day of vacation is requested.

J. A unit member may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement, without a return to active service. Authorization for such change must be approved by his immediate management representative.

K. For unit members rendering service within a fiscal year on a fixed program calendar during which vacation cannot be taken, the annual vacation accrual shall be paid in equal installments during the months in the program year in which the unit member render service.

With advance approval, for unit members for whom vacation is paid or used in accordance with this section, vacation time off may be approved during the program work year to accommodate special circumstances requiring the unit member’s presence.

L. Vacation hours may be taken in half-hour increments only.

ARTICLE XIII: LEAVES

13.1 Sick Leave

A. Sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, pregnancy, reproductive loss, or quarantine. Any use of sick leave credit for sick leave purposes shall be without loss of compensation. Up to a unit member's annual accrued sick leave entitlement may be utilized to care for family members or whomever the unit member has legal responsibility.

B. Each July 1, a full-time, twelve (12) month unit member shall be credited with their annual sick leave entitlement of thirteen (13) days (104 hours) in advance of actual accrual for the purpose of sick leave utilization.

A part-time unit member shall be credited with sick leave in the same ratio that their employment bears to full-time twelve (12) month employment. The entitlement shall be calculated as follows.

Step 1. Total the number of scheduled work days + eligible holidays. Multiply the total by the number of hours the unit member is scheduled to work.

Step 2. Divide the total from Step 1 by 2080 (the number of hours for full-time unit members).

Step 3. Multiply the full-time sick leave entitlement specified above by the FTE percentage calculated in Step 2 to determine the sick leave hours to be credited to the unit member's sick leave bank.

Any sick leave taken, but not yet earned prior to separation from the County Office , shall result in an adjustment to the unit member's final pay warrant.

C. A unit member, upon initial employment, shall be eligible to take not more than six (6) days, or the proportionate amount of sick leave to which they are entitled, until the first day of the calendar month following six (6) months of service.

D. The Superintendent reserves the right to require a unit member to provide a statement by a physician verifying the cause of absence.

E. A unit member's unused sick leave shall accumulate from year to year. The unit member's sick leave entitlement shall be available in the County Office unit member leave system.

F. Each unit member shall once a year be credited with a total of not less than 100 working days of paid sick leave, in addition to days to which they are entitled under Subsections B and C. Such days of paid sick leave, in addition to those required by Subsection B and C, shall be compensated at not less than 50 percent of the unit member's regular salary. The paid sick leave authorized hereunder shall be exclusive of any other paid leave, holidays, vacation or compensating time to which the unit member may be entitled. Credit for such days of paid sick leave, in addition to those required by Subsections B and C, shall not accumulate from year to year.

1. Notwithstanding the foregoing, unit members during their initial probationary employment with the County Office shall be credited with a total of not less than 100 working days of paid sick leave, including the days to which they are entitled under Subsections B and C. Such days of paid sick leave in addition to those required by subsection B and C shall be compensated at not less than 50 percent of the unit member's regular salary

G. When a unit member retires under PERS or STRS he shall be paid twenty-five percent (25%) of all unused sick leave, if he has been employed by the County Office for ten (10) years or more. In lieu thereof, he may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if they are filing a request for retirement.

H. A unit member who has a medical need for an extended absence of five (5) days or longer due to illness, surgery, pregnancy or other medical cause, shall submit a statement from his attending physician a minimum of five (5) days in advance of the initial leave date when possible. The physician's statement shall include the anticipated beginning date of disability and the anticipated date of return to active service. Prior to returning to active service, the unit member must provide a medical statement indicating his ability to return to his position classification.

I. Members of the bargaining unit shall post all leave days to the County Office electronic leave system prior to taking leave. If there is a medical emergency preventing them from posting, they shall as soon as possible but not later than the date they return to service. In an attempt to prevent overpayment or underpayment, HR will work with the unit members on a case-by-case basis on leave entry..

J. The unit member shall provide documentation verifying eligibility for the use of leave under the Family Medical Leave Act, California Family Rights Leave Act, or other applicable leaves to the County Office, upon request. The County Office shall notify the unit member of the information required.

K. The County Office retains the right to require a medical examination of a unit member by a County Office appointed physician. The cost of such examination shall be borne entirely by the County Office.

13.2 Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties. The unit member who has sustained a job-related injury shall report the injury on a County Office provided accident form, to the immediate management representative within twenty-four (24) hours, the next day or, if hospitalized, as soon as possible. A unit member shall report any illness in writing to the immediate management representative within twenty-four (24) hours or as soon as possible after learning that the illness is an alleged industrial illness.

Requirements for such leave shall be:

A. A probationary unit member is entitled to utilize Industrial Accident and Illness leave for physical injuries only as provided according to Workers' Compensation laws. This provision specifically precludes the use of Industrial Accident and Illness Leave during the probationary period due to "stress" arising out of or in the course of employment.

B. Allowable leave shall be for not more than sixty (60) days when the unit member would otherwise have been performing work for the County Office in any one (1) fiscal year for the same accident.

C. Allowable leave shall not be accumulated from year to year.

D. Industrial Accident or Illness Leave shall commence on the first day of absence.

E. When a person employed in a position is absent from their duties on account of an industrial accident or illness, they shall be paid such portion of the salary due to the unit member for any month in which the absence occurs as will result in a payment to the unit member of not more than their full salary.

F. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

G. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due to the unit member for the same illness or injury.

H. During any paid leave of absence, the unit member shall endorse to the County Office the temporary disability indemnity checks received on account of their industrial

accident or illness. The County Office, in turn, shall issue the unit member appropriate salary warrants for payment of his salary and shall deduct normal retirement and other authorized contribution.

I. A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to the position classification without restrictions or detriment to their physical and emotional well-being.

13.3 Personal Necessity

A. A full time, 12-month bargaining unit member will be granted 16 hours of accumulated sick leave per fiscal year in case of personal necessity. Personal necessity leave for a part-time unit member shall be prorated in the same ratio that their employment bears to full-time 12-month employment.

B. For purposes of this section "personal necessity" is defined as:

1. Death of a member of the unit member’s family, when additional leave is required beyond that provided in Section 13.4.

2. Accident involving the unit member’s person or property, or accident or illness involving the unit member’s family, or property of a member of the unit member’s family.

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

4. An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the unit member and cannot be made at any time other than during the unit member’s working hours.

5. Up to eight (8) hours per school year, per child, to visit the child's school.

C. For purposes of this section, "personal necessity" shall not include:

1. Pursuit of business, financial or economic interests of the unit member, except under extraordinary circumstances, with the advance permission of and in the discretion of the Superintendent or their designee.

2. Vacation or other recreational pursuits.

3. Political activities or demonstrations.

4. Civic or organizational activities.

5. Unit member association activities.

6. Routine personal activities.

7. Job searches or interviews.

8. Concerted activities.

D. Except in the case of circumstances set forth in Sections 13.3(B) (1) & (2), advance permission for leave taken pursuant hereto must be obtained from the immediate management representative, who shall have discretion to determine whether the request for leave qualifies hereunder. If possible, advance notice of taking leave under Sections 13.3(B) (1) & (2) shall be given by the unit member to the immediate management representative. Request for approval must be submitted at least five (5) days prior to the date of absence through the County Office electronic leave system. Additional verification of the use of these leave provisions shall be provided by the unit member upon County Office request.

E. A full-time, 12-month bargaining unit member will be granted no more than 64 hours of personal business leave as determined by the unit member, without disclosing the nature of the business. However, advance approval by the unit member's immediate supervisor may deny the request if the unit member's absence would interfere with the operation of the unit member's unit or department, in the opinion of the immediate management representative. However, the immediate management representative will otherwise grant the request. Personal business leave for a part-time unit member shall be prorated in the same ratio that their employment bears to full-time 12-month employment.

Personal business days shall be used within the following parameters:

1. Except in emergency situations as defined by the member, no more than two (2) personal business days may be used in one week with at least seven (7) days advanced notice.
2. Personal business days shall not be utilized on days that have scheduled professional development.
3. Except in emergency situations as defined by the member, personal business days should not be used in Monday/Friday combinations.

13.4 Bereavement Leave

A. A unit member shall be granted up to five (5) days paid leave of absence on account of the death of any member of the unit member's family. Such leave will not involve loss of salary and will not be deducted from the unit member's sick leave account. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of this Article. Bereavement leave may be taken in non-consecutive days but must be taken within 12 months of the death of the family member.

B. Unit members shall submit the request for bereavement leave through the County Office electronic leave system. Unit members shall provide, upon County Office request, additional verification of the use of these leave provisions.

13.5 Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for the purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

A. The unit member seeking an Official Judicial Appearance Leave shall submit a request, accompanied by the official order, for an approved absence to the immediate management representative on the next day after the individual knows they are to appear.

B. A unit member shall be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance. Any unit member whose normal duty hours are different from the County Office normal office hours shall receive an equivalent release time, plus reasonable travel time. If at least half of their regularly scheduled work shift for the day remains, unit members who are released early from jury duty are expected to return to work.

C. A unit member granted a leave of absence under these provisions shall be granted County Office compensation, which, when added to jury or witness fees, shall not exceed their regular compensation.

D. Per diem or other travel expenses shall be retained by the unit member.

13.6 Study and Retraining Leave

The County Office shall reimburse unit members for the tuition and cost for any training programs approved and authorized in advance by the Superintendent.

13.7 Family Leave

The County Office shall comply with statutory requirements in granting Family Leave as required under state and federal family leave regulations.

13.8 Child Bonding Leave

Unit member may take up to ten (10) days of paid child bonding leave when all paid leaves are exhausted within twelve (12) months of the birth or adoption of a child.

13.9 Personal Leave

A. A unit member may request a Personal Leave of Absence for reasons not enumerated elsewhere in this Agreement, including Maternity and/or Child Care Leave.

B. The unit member seeking an approved Personal Leave of Absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave. Personal leaves of up to 30 days or one month, whichever is longer, may be authorized by the appropriate division administrator.

C. For an unpaid Personal Leave of Absence request that exceeds 30 days, the unit member shall submit the request to their immediate supervisor to initiate the approval process. Approvals must be secured such that the request is received by the Superintendent not less than 15 days prior to the beginning date of the leave. The decision of the Superintendent or designee for approval or denial of this request shall be final. The unit member shall be notified of the approval or denial of the request no later than seven (7) days prior to the start of the leave. Exceptions can be made on a case-by-case basis.

D. A unit member shall not accept gainful employment while on Personal Leave of Absence without the prior written approval of the Superintendent.

E. Any Personal Leave of Absence that may be granted under these provisions shall be without compensation, unless expressly authorized by the Superintendent. A unit member on Personal Leave of Absence in excess of 30 calendar days shall be permitted to participate in the County Office insurance program at his expense as provided for in Article XVI, Unit member Benefits, of this Agreement.

F. If the duration of the leave is less than six months, upon his return to work, the unit member shall be reinstated to the position classification held prior to the leave of absence or to a comparable or related classification position.

G. If the Personal Leave of Absence was granted for personal health reasons, the unit member shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the unit member's physical or emotional well-being.

13.10 Catastrophic Leave

A. "Catastrophic illness or injury": means an illness or injury that is expected to incapacitate the unit member for an extended period of time and taking extended time off work creates a financial hardship for the unit member because they exhausted all sick leave or other full pay leave.

Leave for Care of Catastrophically Ill Family Member:
A unit member who is on an approved leave due to an incapacitating illness or injury of an immediate family member may use up to 120 hours of their accrued full-pay sick leave to care for a family member suffering from a catastrophic illness or injury if they have exhausted all accumulated vacation. Unit members who are required to take additional time off from work to care for a family member under the provisions of this section need not have exhausted their accrued sick leave in order to be eligible to apply for leave benefits from the catastrophic leave bank. All other eligibility requirements must be met.

The unit member must provide proof of eligibility for leave, including but not limited to, a doctor's verification of illness and declaration of compliance with the requirements of this leave. Falsification of leave verification will be groups for discipline.

B. "Eligible Leave Credits" mean vacation leave and sick leave accrued to the donating unit member.

C. Members of the bargaining unit may apply for and receive catastrophic leave in accordance with the following eligibility conditions and provisions:

1. The unit member or unit member's family member must have suffered an incapacitating illness or injury which falls within section 13.9.A.

2. Where eligible, the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) will be applied concurrently with leave utilized under this section 13.9.A.

3. The County Office must determine that the unit member is unable to work because of the unit member's personal catastrophic illness or injury or the unit member's family member's catastrophic illness after adequate proof of illness has been provided in accordance with Education Code § 44043.5, to include but not be limited to, a doctor's verification of illness and declaration of

compliance with the requirements of this leave. Falsification of leave verification will be grounds for discipline.

4. The unit member must have donated a minimum of eight (8) hours of eligible leave credits during the enrollment period of August 1 thru August 31 of the current year. New unit members shall be allowed to contribute to catastrophic leave 8 hours of eligible leave credits within 30 days after the completion of initial probation. Eligibility for utilization of leave shall begin the first of the month following 30 days after the donation date.

5. Unit members who have contributed to the Catastrophic Leave Bank for the five consecutive years prior to the leave drive and have not utilized any catastrophic leave within the five (5) years shall not be required to contribute for one year and will remain eligible for catastrophic leave.

D. All requests for catastrophic leave benefits shall be considered by a committee comprised of the CSEA Chapter President, a Human Resources department manager and a unit member designated by the chapter. Decisions of the committee are final and are not subject to appeal or the provisions of the grievance procedure contained within this agreement.

E. When granted, catastrophic leave will supplement a unit member's half-pay sick leave pay so that such half-pay sick leave is equal to the unit member's full-paid salary rate. A catastrophic leave donation may extend beyond the unit member's 100 half-pay sick leave day entitlement to a maximum of 15 additional days. Use of donated sick leave does not extend or alter limitations otherwise applicable to the use of and rights under leave of absence and sick leave provisions except as noted above. For the use of catastrophic leave for a family member, the unit member may be authorized to use up to a maximum of 15 days fully funded from the catastrophic leave bank.

F. A unit member who receives paid leave pursuant to this section shall use any leave credits that he continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

G. If the transfer of eligible leave credits is approved by the County Office, any unit member may, during a designated enrollment period, donate eligible leave credits at a minimum of eight hours but not to exceed 16 hours.

H. Transfers of eligible leave credits are irrevocable.

I. In the event this Catastrophic Leave Program is canceled, the remaining days/hours shall be returned, on a pro-rata basis, to those unit members who have donated them.

ARTICLE XIV: SAFETY

14.1 The County Office shall conform to and comply with all mandated health, safety and sanitation requirements.

14.2 All unit members are covered by Worker's Compensation. If a unit member is injured while at work or on County Office business, the accident shall be reported to his immediate management representative within twenty-four (24) hours, the next day or, if hospitalized, as soon as possible.

14.3 Each unit member is responsible to report any unsafe working conditions to his immediate management representative within twenty-four (24) hours of discovering it.

14.4 Safety condition(s) refers to any and all work-related conditions affecting the health and/or safety of unit members.

14.5 Each unit member shall take precautions to prevent accidents.

14.6 The County Office will appoint at least one CSEA member to the Safety Committee. The appointed unit member(s) shall be given release time to serve on this committee.

14.7 CSEA Executive Board shall be given a copy of all Safety Committee correspondence and minutes regarding County Office safety conditions.

14.8. The County Office shall provide for the payment of the costs of replacing or repairing certain personal property other than a privately-owned vehicle and contents in the privately-owned vehicle of a unit member of the County Superintendent of Schools when such property is stolen, destroyed, or damaged, through no fault of the unit member, while the unit member is in the line of duty. The following limitations are established for the payment for such damage or stolen property:

A. Property includes items such as eyeglasses, hearing aids, dentures, watches, or other articles of clothing worn or carried by the unit member.

B. Property includes unit member's tools expressly authorized in advance for use at the work site by the unit member's immediate supervisor.

C. The actual value of such property shall be determined as of the time of the damage, robbery or theft.

D. The actual value of the property shall be paid up to a maximum of five hundred dollars ($500).

E. The total amount reimbursed to any unit member shall not exceed one thousand dollars ($1,000) in any fiscal year.

F. The amount paid shall be limited to any amount not covered by the unit member's personal insurance coverage as stipulated in COE Form 170, Statement of Claim.

14.9 SDCOE shall provide an optional safety stipend once per fiscal year (July 1-June 30) for employees in the designated job classes below to purchase safety shoes for use in the workplace. Such shoes must be appropriate, as approved in advance by the manager, for the duties performed. The stipend will be paid on the regular pay warrant in the month following presentation of the receipt and prior approval from the department manager. If an employee takes advantage of this opportunity, the shoes must be worn when on duty. Stipends will be provided as follows:

$125.00 for food service employees in Outdoor Education and JCCS

$125.00 for custodial, mailroom, warehouse, and graphics employees

$150.00 for the following Outdoor Education job classification titles only: Outdoor Education Specialists, Lead Outdoor Education Specialists, Nurses, Outdoor Education Cabin Leaders, Program Assistant, Health Technicians, Outdoor Education Program Assistants, and Village Leaders

$200.00 for garage, groundskeeping, outdoor education maintenance, and maintenance department employees

$200.00 for Outdoor Education Maintenance Department employees shall be provided one pair of snake bite-proof boots every two (2) years.

Any cost incurred by the unit member that exceeds the allotted amounts will be covered by the unit member.

Job titles that are changed/updated will be added to this list and updated within this article.

ARTICLE XV: SALARY

15.1 Regular Rate of Pay

A. The regular rate of pay for each full-time position shall be in accordance with the rates established for each class, as provided for in the Classified Salary Schedule as agreed to by the parties and which is attached hereto in Appendix B and by reference incorporated as a part of this Agreement.

B. Regular rate of pay for unit members is based on a salary schedule built on a full-time assignment of 260 days per year and eight (8) hours per day (2080 hours).

C. Unit members employed less than full time shall receive a salary prorated and equalized over the number of months worked. Salary calculations are based on the ratio of a unit member's work days and hours to a full-time assignment. Multiply the number of work days x the number of hours per day x hourly rate of pay based on the Classified Salary Schedule in Appendix B.

D. Classified unit members shall receive three percent (3%) increase on-schedule, effective July 1, 2026 and a two percent (2%) increase on-schedule, effective January 1, 2027. This increase is for the 2026-2027 school year.

15.2 PERS Contract Options – The County Office will incorporate the following optional public agency contract provisions into the PERS contract covering eligible unit members:

A. Section 20042 – One-Year Final Compensation

B. Section 21354 – 2% @ 55 Full, Supplemental or Modified Formula for Local Miscellaneous Members

C. Section 21373 - Continuation of Death Benefits After Remarriage of Survivor

D. Section 21382.4 - Third Level of 1959 Survivor Benefits

E. Section 21427 - Improved Nonindustrial Disability Allowance

F. Section 21458 - Pre-Retirement Optional Settlement 2 Death Benefit

G. Section 21024 – Military Service Credit as Prior Service

15.3 Shift Stipend

A. When at least one-half (1/2) of a unit member's regularly assigned work shift is between 5 p.m. and 4 a.m., inclusive, a unit member shall receive a shift stipend of five percent (5%) in addition to their hourly rate of pay for the entire shift.

B. Notwithstanding section 15.2.1 above, when at least 1/2 of a unit member's regularly assigned work shift is between 9 p.m. and 6 a.m., inclusive, a unit member shall receive a shift stipend of seven and one-half percent (7 1/2%) in addition to their hourly rate of pay for the entire shift.

15.4 Bilingual Stipend

Any unit member employed in a position whose job description does not include a requirement for written or spoken or signing fluency in a language other than English but has demonstrated the necessity for regular use of a second language will contact their direct supervisor in writing with the rationale. The direct supervisor shall, within ten working days, bring forth the written recommendation to the program administrator who will decide whether or not the stipend is warranted, based on the needs of the program. If the stipend recommendation is approved, it will be forwarded to the Assistant Superintendent for approval. Approval of the stipend will then be forwarded to Human Resources. In the meantime, the program will submit the required documents to Internal Business for budgetary requirements. HR will schedule the test for bilingual proficiency. Upon passing of the proficiency test and approval from the Program, the unit member shall receive the five percent (5%) bilingual stipend. The mutual intent is to complete the process within sixty (60) calendar days. The employee should receive confirmation at each step of the process.

15.5 Bus Driver Stipend

Any position which requires a unit member to possess a California School Bus Driver's Certificate shall receive a stipend of 5% of the unit member’s regular hourly rate of pay. The stipend shall not apply to positions in which driving a school bus is the primary responsibility. Unit members in positions covered by this provision shall be reimbursed any licensing fee required and paid to renew their School Bus Driver's Certificate.

15.6 Pesticide Applicator Stipend

Any position in which the job description includes a requirement for possession of a Pesticide Applicator's License shall receive a stipend of five percent (5%) of the unit member’s hourly rate of pay.

The County Office agrees to indemnify, defend, and hold harmless the unit member from any and all claims occurring or resulting from conducting regular work duties, and any enforcement by state, local, or federal regulation that may result in monetary fines of the unit member.

15.7 Freon Stipend

Any position which requires possession of a Freon certification/license shall receive a stipend of five percent (5%) of the unit member’s hourly rate of pay.

The County Office agrees to indemnify, defend, and hold harmless the unit member from any and all claims occurring or resulting from conducting regular work duties, and any enforcement by state, local, or federal regulation that may result in monetary fines of the unit member.

15.8 Licensed Vocational Nurse (LVN) Stipend

Any position which requires a unit member to possess a Licensed Vocational Nurse Certificate shall receive a stipend of five percent (5%) of the unit member's regular hourly rate of pay. The stipend shall not apply to positions in which duties requiring a LVN Certificate are the primary responsibility.

15.9 Infant Massage Stipend

Any position which requires a unit member to possess certification in Infant Massage shall receive a stipend of five percent (5%) of the unit member's regular hourly rate of pay. The stipend shall not apply to positions in which duties requiring certification in infant massage are the primary responsibility.

15.10 Bus Airbrake License Stipend

Any position in which the job description includes a requirement for possession of a Bus Airbrake License shall receive a stipend bonus of five percent (5%) of the unit member's hourly rate of pay.

15.11 Long-Term Valued Service

A. To be eligible a unit member shall have completed nine (9) consecutive years in classified service. Any year of employment in which a unit member has been absent from work due to an unpaid leave of absence for a period in excess of thirty (30) consecutive days shall be prorated for the purpose of calculating eligibility for long-term valued service increments.

B. The unit member shall be eligible for the following increments based on completion of years. The amount of increase shall be five percent (5%) of the unit member's annual salary upon completion of 9, 14, 19, 24, 29, and 34 consecutive years of service.

Changes are effective as of July 1, 2024.

15.12 Frequency

A. All unit members shall be paid once per month on the last day of the month. If the normal pay date falls on a holiday, the payroll warrant shall be issued on the preceding day, except for the month of December. The December payroll warrant will be issued on a date in December determined by the Superintendent.

B. A unit member in a 10-month assignment may elect to have 16.67% of the unit member's net pay deducted monthly between September and June. The amount deducted shall be paid equally in July and August of the following year.

C. A unit member rendering service within a fiscal year on a fixed program calendar shall be paid once per month on the last day of each month in which he/she renders service. Fixed program calendar shall mean the work calendar for unit members who work less than twelve (12) full months for whom work and recess (non-work) days are defined by the program to which the unit member is assigned.

Pay for service rendered shall be calculated as follows and paid in equal payments each month for which service is rendered.

Calculation: Work days + eligible holidays x hours per day x hourly pay rate equals pro-rated annual salary which shall be divided by number of months in which service is rendered (10 or 11 or 12) to determine gross monthly pay.

15.13 Errors in Salary and Special Payments

A. Whenever it is determined that an inadvertent error has been made, which affects a unit member's salary, the Superintendent or designee shall, within five (5) days following such determinations, provide the unit member with a statement of the correction and a proposed resolution. The unit member shall have the right to meet with payroll and human resources representatives to review the resolution.

B. Any payroll error resulting in overpayment for a unit member shall be brought to the immediate attention of the unit member for the purposes of determining the appropriate resolution, in accordance with applicable law. A unit member may request a CSEA representative be present in any meeting resulting from the payroll error.

C. When a unit member has worked out of classification for a period of more than five (5) work days in a fifteen (15) calendar day period, they shall be placed on the Classified Support Salary Schedule associated with the out-of-class classification's designated grade on a step that results in no less than a five percent (5%) increase for the entire period worked. If the designated out-of-class grade does not have a step resulting in an increase of at least five percent (5%), the next higher grade(s) and step(s) shall be utilized. A unit member shall not work in an out-of-class position beyond statutory limitations. SDCOE shall notify CSEA when unit members are working out of class.

15.14 Lost or Destroyed Checks

A. Any payroll warrant, mailed to a unit member and not received within seven (7) calendar days after mailing, shall be replaced within approximately two (2) weeks after

the seven (7) day period, provided the unit member has given the Payroll Section a written request for replacement.

B. Any payroll warrant, which is lost or destroyed after receipt, shall be replaced within approximately two (2) weeks after the Payroll Section receives written notification from the unit member.

15.15 Authorized Travel

Any unit member required to perform duties requiring travel shall be reimbursed for necessary and reasonable expenses to the extent authorized by, and subject to, the requirements of current County Office rates and regulations, as they may be modified by the County Office from time to time.

15.16 Use of Private Vehicle

No unit member shall be required to use their vehicle on official business unless it is a requirement of the position and contained in the original job specifications.

15.17 Meals, Outdoor Education Camps

To enhance the relationship between the campers and the Outdoor Education Program unit members shall share their mealtimes with the campers whenever possible. If unit members are assigned or elect to share their mealtimes with the campers during scheduled meal service, the County Office agrees to provide meals to those unit members. This provision shall not apply to unit members who elect not to take their mealtime with the campers. Those unit members must make their own arrangements for meals. Food for self-prepared meals will also be provided to Outdoor Education unit members on duty on the weekends or other times when the dining room is not in operation.

15.18 Remote Site Stipend

Effective July 1, 2022, unit members regularly assigned to remote sites shall be paid a monthly stipend equal to that being paid to the unit members of SDCAE at the remote site. Remote sites are those work sites (designated by the County Office) located at least 30 miles from the administrative offices of the County Office (located at 6401 Linda Vista Road), in isolated, rural areas from which residents and visitors alike must travel to other population centers to conduct business, receive services, etc. Unit members working in remote sites where lodging and meals are available by the County Office are not eligible for this stipend if they elect at the beginning of the program year to accept accommodations for lodging.

As of January 1, 2018, remote sites are designated at Cuyamaca (Camp), San Pasqual Academy, and SOAR at East Mesa.

15.19 California Water Distribution Certification

The unit member who is required to maintain D-1 California Water Distribution Certification shall receive a salary stipend of seven and one-half percent (7.5%) of the unit member's hourly rate of pay.

The County Office agrees to indemnify, defend, and hold harmless the unit member from any and all claims occurring or resulting from conducting regular work duties, and any enforcement by state, local, or federal regulation that may result in monetary fines of the unit member.

15.20 Salary Range Allocation Review

Salary Review Schedule

By no later than August 15 of each year, SDCOE will meet with CSEA to discuss the list of districts/County Offices of Education that will be used in the comparison study.

The intent of this provision is that each group defined below will be reviewed initially in the year indicated below and then every five (5) years between October and December of each year. The comparison information results will be provided to CSEA seven (7) days prior to the first recommendation meeting and to the Personnel Commission at the meeting following the completion of the final recommendation meeting .

This agreement does not obligate the SDCOE to implement any results from the salary reviews; however either party may request to meet and negotiate regarding implementation of salary recommendations in the study by giving written notice to the other party within 20 calendar days of the date the study is received by the parties.

Any negotiated agreements regarding salary range reallocations shall be incorporated into the subsequent year's contract modifications and will take effect on the same date the new salary schedule becomes effective.

The provisions of this agreement shall not prevent salary range allocation reviews at other times such as creation of new job classifications, reorganization of SDCOE departments and/or operations that impact job classifications in accordance with Personnel Commission Rules and Regulations.

The contract will be updated annually through the bargaining process to add job classifications to the groups outlined. (For example, Office Support Job Classes will list: Administrative Assistant I, Administrative Assistant II, Administrative Assistant III, Clerical Assistant, Executive Assistant I, Program Secretary, etc.)

<u>Group I (2030-2031) - Office Support:</u>

- Administrative Assistant I
- Office Assistant I

- Administrative Assistant II
- Administrative Assistant III
- Assessment Systems Analyst
- Attendance Technician
- Communications Media Assistant
- Credentials Analyst
- Credentials Technician
- CTE/Workability Program Analyst
- Engagement Planner
- Event Management Analyst
- Executive Assistant I
- Facilities Reservation Assistant
- Fingerprinting Clerk
- Food Service Program Assistant
- Human Resources Clerk
- Human Resources Technician I
- Human Resources Technician II
- Information Clerk
- Legal Analyst
- Office Assistant II
- Organizational Effectiveness Liaison
- Program Assistant, Expanded Learning
- Program Assistant, FYSCP
- Program Clerk
- Program Data Technician
- Program Secretary
- Project Management Assistant
- Registrar I
- Registrar II
- School Administrative Assistant I
- School Administrative Assistant II
- School Office Assistant
- Staff Development Assistant
- Staff Development Asst-NCCSE
- Staffing Technician
- Student Support Specialist
- Student Transition Technician
- VAPA Program Analyst - JCCS

<u>Group II (2026-27) - Instructional Program Support and Library:</u>

- Audiological Technician
- Braille Transcriber
- Cabin Leader
- Campus Youth Advocate
- Classroom Assistant-Alt Ed
- Communicans Translator/Interpreter
- Early Childhood Community Liaison
- Early Education Inclusion Aide
- Educational Interpreter-DHH
- English Language Development Assistant
- Foster Youth/Homeless Education Liaison
- Independent Study Assistant
- Instructional Aide - DHH
- Instructional Aide – VI
- Lead Educational Interpreter – DHH
- Lead Outdoor Education Specialist
- Outdoor Education Specialist
- Parent and Family Liaison I
- Parent Education Specialist
- PASS Community Aide I
- PASS Community Aide II
- Preschool Instructional Assistant
- Special Education Aide
- Special Education Assistant - HOPE
- Special Ed. Clsrm. Behavior Interv. Aide Lead
- Special Ed. Clsrm. Behavior Interv. Aide
- Special Education Parent Liaison
- Special Education Resource Asst-SELPA
- Student Attendant
- Village Leader
- Visual and Perf. Arts Technician

- Mental Health Case Worker
- Migrant Ed Program Advocate I
- Migrant Ed Program Advocate II
- Outdoor Education Program Aide
- Outdoor Education Program Assistant
- Work Readiness Assistant I
- Work Readiness Assistant II
- Youth Development Assistant
- Youth Development Clerk

Group III (2027-28) - Information Management/Network Services:

- Business Intelligence Prog. Analyst
- Cloud Administration Analyst
- Cloud Support Technician
- Computer Support Engineer
- Computer Support Technician
- Cybersecurity Analyst
- Database Administrator
- Functional Sys. Analyst-Business Operations
- Functional Sys. Analyst-Finance
- Functional Sys. Analyst-HCM
- Functional Sys. Analyst-Payroll
- Lead Computer Support Technician
- Network Analyst
- Programmer/Analyst
- Senior Development Analyst
- Sr. ERP Functional Systems Analyst
- Sr. Systems and Programming Analyst
- Student Info. and Data Sys Analyst
- Student Info. And Data Sys Analyst II
- Systems Analyst
- Systems Technician I
- Systems Technician II
- Technology Center Support Analyst
- Technology Center Support Technician
- Web Developer/Programmer
- Webmaster/Developer-Programmer

Group IV (2028-29) - Health Services, Food Services, Graphics, Maintenance and Operations, and Television Services/Multimedia:

- Automotive Service Worker
- Bindery Worker
- Building Maintenance Specialist
- Camp Maintenance Worker II
- Certified Occupational Therapy Assistant
- Chef
- Child Nutrition Supervisor
- Cook
- Custodial Services Supervisor
- Custodian
- Custodian Outdoor Education
- Delivery Worker
- Distribution Clerk II
- Maintenance & Operations Supervisor
- Maintenance Worker
- Mechanic II
- Mechanic III
- Media Distribution Facilitator
- Occupational Therapist
- Operations Distribution Worker
- Operations Distribution Worker – JCCS
- Operations Distribution Worker II
- Physical Therapist
- Print Shop Worker
- Public Access TV Pgm&Ops Tech
- Registered Nurse, OE

- Fleet Services Supervisor
- Food Services Field Assistant
- Food Services Worker
- Gardener
- Graphic Arts Technician
- Graphics/Printing Technician
- Health Services Technician
- Lead Multi-Media Producer
- Skilled Maintenance Worker
- Television Operations Technician
- Utility Worker
- Video Production Supervisor
- Video/Content Technician
- Videographer/Editor

Group V (2029-30) - Business/Financial:

- Account Clerk II
- Account Clerk III
- Accounting Analyst
- Acctg/Procurement Systems Analyst
- Budget Systems Analyst
- Budget Technician
- Business Support Assistant I
- Charter School, Financial Analyst
- Commercial Warrants Systems Analyst
- Commercial Warrants Technician
- Contracts Analyst
- Deferred Comp. Program Technician
- Financial Reporting Analyst
- Fiscal Technician
- Fringe Benefits Technician
- JPA Technician
- Lead Accounting Technician
- Lead Payroll Services Technician
- Lead Payroll Technician
- Payroll Services Technician
- Payroll Systems Analyst
- Payroll Technician
- Property & Liability Technician
- Purchasing Assistant
- Retirement Reporting Analyst
- Retirement Technician
- Risk Management Analyst
- Technology Acquisitions Analyst
- Workers Compensation Technician

SDCOE will provide updated job descriptions to any unit member who has had a job description update within fifteen (15) days after the approval of the Personnel Commission.

15.21 Timesheets

On an annual basis, the County Office shall review, process, and credit all unit member timesheets in accordance with Education Code 45102 with full compensation and benefits. Employees shall receive notice of adjustments and accruals.

ARTICLE XVI: UNIT MEMBER BENEFITS

16.1 The County Office shall offer a comprehensive health plan under the auspices of VEBA for eligible unit members that shall include the following: 1) Unit member and family coverage for medical insurance subject to the premium contribution cap described below, 2) Unit member and family dental coverage (County Office paid), and 3) Unit member and family vision coverage (County Office paid). There shall be an open enrollment period for the health plan components during the months of October and November at the discretion of the County Office.

For purposes of employer paid insurance benefits, an eligible unit member is one whose regular assignment is .50 FTE or greater, or 20 hours or more per week.
There shall be an open enrollment period for the health plan components during the months of October and November at the discretion of the County Office.

16.2 A. Employer Contribution – Medical Insurance

Beginning benefit year 2026, the County Office shall contribute a maximum annual amount of $22,900.33 towards the cost of the medical insurance plan elected by the unit member. If the Kaiser rate increase does not exceed this maximum annual contribution (cap), the County Office maximum contribution will not be increased, however, the County Office will increase its share of the Kaiser weighted average up to the maximum annual contribution above. Premium cost share by the unit member shall be no less than $216.30 per month for 12-month employees who are Kaiser plan members and unit members enrolled in other plans as employee only. Premium costs share by the unit member shall be no less than $259.56 per month for 10- month and 11-month employees who are Kaiser plan members and unit members enrolled in other plans as employees only.

Each year thereafter through the term of this agreement at such time that the Kaiser premium costs exceed the maximum annual contribution above, the County Office shall increase its annual contribution by an amount that will cover the actual Kaiser increase up to 5% plus ½ of any remaining percentage increase above 5%. This amount, represented in dollars, shall be added to the previous year's cap and become the new maximum annual contribution (cap).

Premium costs in excess of the maximum County Office contribution shall be paid by the unit member through payroll deduction taken in each month the unit member renders regular service based on the number of months the unit member renders regular service.

A supplemental benefits dollar value and rate sheet for the following year shall be added to the published Collective Bargaining Unit Agreement (CBA) prior to open enrollment. The

supplemental document shall become permanent at the beginning of each new calendar year. A copy of the rate schedule will be included in the appendix of the CBA.

Following the expiration of the agreement, the County Office shall continue the actual monthly dollar amount of the capped contribution until and unless negotiations according to Government Code section 3540 et. seq. are concluded.

B. Unit Member Contribution Calculation – Medical Insurance

The premium cost for unit members enrolled in a Kaiser plan shall be determined using a weighted average of actual Kaiser premium rates as provided by the VEBA. The weighted average is a total of actual premium costs for all Kaiser plan tiers divided by the total number of County Office employees enrolled in all three Kaiser tiers.
Medical Plans Other than Kaiser:

Unit members selecting employee-only coverage under a medical plan other than Kaiser shall pay through payroll deduction the Kaiser employee-only unit member contribution cost. Unit members selecting employee plus one (1) or employee plus family coverage shall pay through payroll deduction any premium costs in excess of the maximum County Office contribution.

16.3 The County Office shall provide a life insurance plan for eligible unit members only which provides a benefit of $50,000 or twice the unit member's annual salary, whichever is greater (effective January 1, 2001).

16.4 Each unit member is required to enroll in the mandated fringe package.

16.5 CSEA and the County Office shall meet and confer on proposed carriers.

16.6 The County Office shall continue the current contribution towards the purchase on behalf of eligible retirees of health (medical plan and life insurance plan only) insurance benefits provided to then-current unit members as they may be granted, increased, reduced, modified, or abolished from time to time. The amount contributed by the County Office toward such purchase shall not exceed the amount being contributed by the County Office toward purchase of benefits for the current unit members, as that amount may vary from year to year. An eligible unit member is one who is fully retired and receiving benefits under the provisions of PERS or STRS and who meets one of the following criteria:

A. The unit member is at least 55 years of age and has served the County Office in a benefits-eligible position for at least ten (10) years;

OR

The unit member is at least 50 years of age and has served the County Office in a benefits-eligible position for at least thirty (30) years.

B. This contribution shall cease as of the first day of the month following the unit member's eligibility for Medicare or at the beginning of any month in which the unit member becomes eligible for alternative medical coverage with the exception of Medicare.

16.7 Health & Welfare Advisory Committee

A. CSEA and the County Office agree to appointment of a Health and Welfare Advisory Committee composed of three (3) unit members and three (3) management representatives.

B. The Committee will be convened upon request of either party to review modifications to and/or cost-saving measures for health and welfare benefit programs provided by County Office.

C. All committee recommendations are subject to negotiations according to Government Code Section 3540 et. seq.

ARTICLE XVII: CONCERTED ACTIVITIES

17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, sick in, picketing or refusal or failure to perform work responsibilities or other interference with the operations of the Office of Education by CSEA or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.

17.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, sick-in, picketing, refusal to perform responsibilities or other interference with the operations of the Office of Education by unit members who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.

17.3 It is agreed and understood that any unit member violating this Article may be subject to discipline, up to and including termination, by the Office of Education.

17.4 It is understood that the Office of Education will not invoke any lockout procedure.

ARTICLE XVIII: SEVERABILITY

18.1 Savings Clause

If, during the life of this Agreement, there exists any applicable law, rule, regulation or order held to be contrary to law by a court of competent jurisdiction, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE XIX: SUPPORT OF AGREEMENT

19.1 The Office of Education and the CSEA agree that it is to their mutual benefit to encourage the resolution of differences through meet and negotiation process. Therefore, it is agreed that CSEA and the Office of Education will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to it except by mutual agreement.

ARTICLE XX: EFFECT OF AGREEMENT

20.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past Office of Education practices, procedures, regulations and policies, and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices, procedures and regulations are discretionary with the Office of Education.

20.2 The Office of Education and CSEA mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

20.3 The Office of Education and CSEA also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

ARTICLE XXI: COMPLETION OF MEET AND NEGOTIATION

21.1 During the term of this Agreement, CSEA and the Office of Education expressly waives and relinquishes the right to meet and negotiate except as indicated in Article XXII, TERM, and agrees that the Office of Education and CSEA shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though such subject(s) or matter(s) may not have been within the knowledge or contemplation of either or both the Office of Education or CSEA at the time they met and negotiated on and executed this Agreement and even though such subject(s) or matter(s) were proposed and later withdrawn.

21.2 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by CSEA and the Office of Education.

ARTICLE XXII: LAYOFFS, REEMPLOYMENT, VOLUNTARY REDUCTION IN HOURS IN LIEU OF LAYOFF, VOLUNTARY DEMOTIONS IN LIEU OF LAYOFF AND THE IMPACTS AND EFFECTS OF ALL THOSE MATTERS

22.1 Layoff Defined

A layoff for the purpose of this Article shall be considered as an involuntary separation or a reduction of assigned time of a permanent or probationary classified unit member due to lack of funds or lack of work.

22.2 Order of Layoff

A. Whenever a classified unit member is laid off, the order of layoff in class shall be determined by length of service. The unit member who has been employed the shortest time in the class, plus higher classes shall be laid off first. Reemployment shall be in order of seniority. For purposes of this section, effective July 1, 2013, length of service in a classification shall be determined based upon initial date of hire in the classification as a probationary or permanent classified unit member. Length of service credit shall not include time spent on unpaid leave in excess of 30 calendar days.

B. For unit members hired before July 1, 2013, who earned hours in paid status in a part time position, hours in paid status will be converted to a hire date in class (seniority hire date) using the following formula:

1. Total hours in class as of June 30, 2013 shall be divided by 2080 hours to determine years of paid service.
2. Any fraction of a year shall be multiplied by 2080 hours then divided by 8 to determine the number of days to be added to Step 1 above.

C. If two (2) or more unit members subject to layoff have equal seniority, the determination as to who shall be laid off shall be determined by lot.

D. No regular unit member shall be laid off from any position while employees are serving in limited term, provisional or temporary positions in the same class unless the regular unit member declines said position.

22.3 Notice of Layoff

A. A written notice of intent to layoff shall be given to affected permanent unit members no later than March 15 of the year in which the layoff occurs. Notice of pending layoffs and procedures pertaining to layoffs shall be in accordance with the law .

B. Unit members employed in any grant or specially-funded programs, shall be given written notice of termination not less than 60 days prior to the effective date of their layoff.

C. Notice may be waived when an actual and existing financial inability to pay exists or for cause not foreseeable or preventable by the County Superintendent.

D. The notice shall contain: 1) the unit member's seniority; 2) the unit member's displacement rights, if any; 3) the unit member's reemployment rights and copies of the California Education Code sections governing layoff and reemployment; and 4) the unit member's right to discuss the layoff with the Executive Director, Human Resources.

E. A copy of the notice shall be concurrently sent by mail to the CSEA Chapter President or designee with a list of the unit members affected by the layoff.

22.4 Placement or Displacement (Bumping) Rights Due to Layoff

A. Layoff within a classification shall be affected in the following order:

1. A unit member laid off from his or her present classification shall be placed in a vacant position in the same classification with an equal assignment.
2. A unit member laid off from his or her present classification shall be placed in a vacant position in the same classification with an increased assignment that most closely approximates the unit member's current FTE.
3. A unit member laid off from his or her present classification shall bump a less senior unit member with the least seniority in the same classification with an increased assignment that most closely approximates the unit member's current total hours per year.
4. A unit member laid off from his or her present classification shall bump a less senior unit member with the least seniority in the same classification with a decreased assignment that most closely approximates the unit member's current total hours per year.

B. Displacement (Bumping) Rights after application of Section 22.4.

For purposes of this provision, equal classification shall mean a previously held classification which is at the same salary range as the unit member's present classification.

A unit member laid off from their present classification shall have displacement rights in the following order:

1. A unit member laid off from his or her present classification shall bump a less senior unit member with the least seniority in a previously held equal classification with an equal assignment.

2. A unit member laid off from his or her present classification shall bump a less senior unit member with the least seniority in a previously held equal classification with an increased assignment that most closely approximates the unit member's current total hours per year.

3. A unit member laid off from his or her present classification shall bump a less senior unit member with the least seniority in a previously held equal classification with a decreased assignment that most closely approximates the unit member's current total hours per year.

4. A unit member laid off from his or her present classification shall bump a less senior unit member with the least seniority in a previously held lower classification with an increased assignment that most closely approximates the unit member's current total hours per year.

5. A unit member laid off from his or her present classification shall bump a less senior unit member with the least seniority in a previously held lower classification with an equal assignment.

6. A unit member laid off from his or her present classification shall bump a less senior unit member with the least seniority in a previously held lower classification with a decreased assignment that most closely approximates the unit member's current total hours per year.

22.5 Reemployment Rights

A. Laid off unit members are eligible for reemployment in the classification from which laid off for a 39-month period from the effective date of layoff and shall be reemployed in order of seniority, as vacancies become available. The names of unit members laid off shall be placed on reemployment lists in the order of seniority.

B. Unit members who, in lieu of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available in order of seniority and for a period of 63-months from the effective date of layoff. Such unit members shall be ranked in accordance with their seniority on the reemployment list(s).

C. A unit member who is laid off, and is subsequently eligible for reemployment, shall be notified by the County Office of opening(s) for which he is eligible. The notice may be by email or phone or finally by U.S. certified mail to the last address for the unit member on record with the County Office if the laid-off unit member has not responded to phone or email contact within three (3) business days. It shall be the responsibility of the laid-off unit member to maintain current contact information with the County Office.

D. Within 10 days of mailing the notice or within five (5) days of notice of opportunity for reemployment by telephone or personal contact, the unit member must accept the position or the right to it is deemed waived.

E. The County Office may simultaneously give notice of vacancy to unit members on the reemployment list. Such notice shall indicate the unit members standing on the reemployment list and a statement that the unit member may be entitled to reemployment only after the most senior unit member on the list has been offered and declined reemployment.

F. Any acceptance by such unit member, of an assignment to a classification lower than the classification from which he was laid off or to the same classification but with fewer hours, shall not affect his original 39-month rights to reemployment in his former classification and with the same number of hours. A unit member given an offer of reemployment does not need to accept reemployment to maintain his eligibility on the reemployment list provided the unit member notifies the County Office of his refusal of reemployment within 10 days from receipt of the reemployment offer. If the unit member accepts reemployment, he must report for work within 15 calendar days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the County Office approves a later reporting date.

G. A unit member, who is laid off and elects retirement from the Public Employees' Retirement System (PERS), shall be placed on a reemployment list. The County Office shall notify PERS that retirement was due to layoff. Should the unit member subsequently accept, in writing, reemployment, the County Office shall maintain the vacancy until PERS has properly processed the request for reinstatement from

retirement, however, the vacancy may be staffed temporarily pending processing of the PERS reinstatement request.

H. Any existing classified bargaining unit position that may be eliminated due to lack of funds or lack of work shall not subsequently or permanently be filled by employees outside the classified service, work experience students or volunteers.

I. Any classified unit member, who is laid off or whose hours are reduced and who is available and desires substitute work assignments, shall be granted substitute work assignments over all other substitutes in classes for which the unit member may be qualified.

J. Any bargaining unit member, who is laid off for the wrong reasons, shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

22.6 Benefits

A. For those bargaining unit members laid off, all earned and unused vacation shall be paid once all leave records have been reconciled, but no later than the second pay warrant following the unit member's last date of employment.

B. Any unit member, whose effective date of layoff is after the 10th of the month, shall receive health and welfare benefits for the calendar month following the month in which the layoff occurred.

C. Unit members provided with a final notice of layoff shall be granted reasonable release time to seek other employment upon approval from immediate supervisor. Request for leave shall not be unreasonably withheld.

D. This provision shall be the complete settlement of all issues related to layoffs, reemployment, voluntary demotions in lieu of layoff and the impacts and effects of all these matters. CSEA hereby, clearly and unequivocally, waives and relinquishes all of its rights during the term of this Agreement to negotiate any of those matters. The parties agree that this provision is governed by Article XXI: Completion of Meet and Negotiation.

ARTICLE XXIII: SITE REPRESENTATIVES

23.1 Purpose

It is agreed that CSEA, in appointing site representatives from among unit members, does so for the purpose of promoting an effective relationship between the Superintendent and unit members by helping to settle problems at the lowest level of supervision.

23.2 Selection of Site Representatives

CSEA reserves the right to designate the number and method of selection of such site representatives. CSEA shall notify the Superintendent in writing of the name of each Site Representative and the site he or she represents. If a change is made, the Superintendent shall be advised in writing of such change.

23.3 Authority

Site Representatives shall have the authority to represent bargaining unit members to the extent required by law or by this Agreement. Nothing herein shall be construed to require release time, compensation or other benefits not otherwise provided by law or by this Agreement.

23.4 A Site Representative shall be granted release time, with pay, to accompany a CAL-OSHA representative conducting an on-site, walk-around safety inspection of any area, department, division or other subdivision for which the Site Representative has responsibilities as a Site Representative.

ARTICLE XXIV: PROFESSIONAL GROWTH PROGRAM

All unit members are eligible to apply to the Professional Growth Program.

24.1 A. A professional growth increment, equivalent to five percent (5%), shall be granted when a unit member has accumulated twelve (12) semester units.

B. Twelve (12) semester units are granted upon successful completion of two hundred sixteen (216) class hours. Activities may be grouped to total the two hundred sixteen (216) hours.

C. 1 quarter unit equals 2/3 semester unit.

24.2 Credit will be given for the completion of U.S. accredited college, adult education or trade school courses as determined pertinent to the unit member's job assignment or promotional job opportunities by the Professional Growth Committee. The courses must be completed with a grade of "C" or better or "pass" if grading is done on a pass/fail basis. Effective, July 1, 2025, continuing education units (CEUs), relevant to the unit member's current work, completed outside of compensated work hours (e.g., vacation, weekends), and at the unit member's own expense shall be eligible for the professional growth program. Units attained to maintain licensure for job requirements outlined in the unit member's job description do not qualify for the professional growth program. CSEA and the County Office will collaboratively develop a form.

CONVERSION CHART
CEU'S TO SEMESTER UNITS TO QUARTER UNITS

CEU	SEMESTER UNITS	QUARTER UNITS		CEU	SEMESTER UNITS	QUARTER UNITS
1	1/3	1/2		10	3 1/3	5
2	2/3	1		11	3 2/3	5 1/2
3	1	1 1/2		12	4	6
4	1 1/3	2		13	4 1/3	6 1/2
5	1 2/3	2 1/2		14	4 2/3	7
6	2	3		15	5	7 1/2
7	2 1/3	3 1/2		16	5 1/3	8
8	2 2/3	4		17	5 2/3	8 1/2
9	3	4 1/2		18	6	9

To Convert Quarter time to Semester Time, Multiply number of quarter units by 2/3 (.667)

To Convert Semester time to Quarter Time, Multiply number of semester units by 1 1/2 (1.5)

24.3 A unit member may earn a maximum of two (2) professional growth increments while in any one job classification. Upon promotion to a salary range equal to or higher than the unit member's job classification salary range plus increments, the unit member shall be placed on the step of the range appropriate to the higher classification that is at least one full step above

the unit member's salary including professional growth increments which is the base rate amount, provided that the step permits a minimum of a five (5%) percent increase. If placement on the maximum step of the range appropriate to the higher classification does not provide at least a five (5%) percent increase, the unit member shall be paid a one-time payment equal to twelve times the difference between their current monthly salary plus professional growth increments which is the base rate amount and that amount plus five (5%) percent. This payment will occur at the time of the promotion, and a second one-time payment will occur at the one-year anniversary of the promotion, provided the employee is still in the position. Professional growth increments earned prior to the promotion shall be lost except if the promotion is in the same job family. Effective July 1, 2023, unit members promoted within the same job family, the unit member shall be placed on the step of the range appropriate to the higher classification that is at least one full step above the unit member's base salary amount, provided that the step permits a minimum of five percent (5%) increase. Professional growth increments earned prior to the promotion in the same job family will remain in place. Unused credits applicable to new or future positions can be carried forward. Credits used in obtaining professional growth increments prior to promotion cannot be applied toward increments after promotion.

24.4 In lieu of the professional growth increment, a unit member may choose to apply the required semester units twelve (12) toward participation in the Internship Program. A unit member who chooses to participate in the Internship Program, upon acceptance, shall not receive the professional growth increment during the period of internship training. Credit toward professional growth increments will be available when the internship has ended. The Professional Growth Committee shall determine policies and procedures for implementing this article.

24.5 A. A Professional Growth Committee shall be established and composed of three members. One member shall be designated by CSEA, one member shall be designated by the Administration and the third shall be designated by the first two (2) members.

B. The committee shall meet every February and July to consider course approvals and certification.

C. Earned increments shall be effective on the first working day of the month following the date on which qualifying course credit was completed or the date of the most recent Professional Growth Committee meeting, whichever is later.

24.6 Only courses completed after January 1, 1981 or after initial date of employment, whichever is later, can be approved for the professional growth increment. Courses completed prior to

January 1, 1981 shall be considered toward the eligibility requirement for the Internship Program.

24.7 Educational Assistance

A. Reimbursable Expenses: Tuition, fees and required texts for college, adult education or trade school courses as determined pertinent to the unit member's job assignment or promotional job opportunities by the Professional Growth Committee.

1. Courses must be completed with a grade of "C" or better or "pass" if grading is done on a pass/fail basis.

2. Reimbursement of qualified expenses shall be subject to compliance with the rules and regulations established by the Professional Growth Committee.

a. The Professional Growth Committee shall be responsible to interpret its rules and regulations. Decisions of the Committee regarding interpretation of its own rules and regulations shall not be subject to Article VII of this agreement.

B. Funding/Limitations: Qualified expenses will be reimbursed from an account established for this purpose. An annual amount of $40,000 shall be allocated to the Educational Assistance Account. Annual reimbursement shall be limited to this amount and funds unexpended as of June 30 of each year shall carry forward.

1. Expenses reimbursed to all eligible participants shall not exceed $20,000 for expenses incurred during the months of July to December. If valid reimbursement claims exceed $20,000, reimbursement shall be made on a prorated basis. Expenses reimbursed to any unit member shall not exceed $750.00.

3. Expenses reimbursed to all eligible participants for expenses incurred during the months of January to June shall not exceed $20,000 (plus any unexpended amount remaining from the July to December allocation). If valid reimbursement claims exceed the funds available, reimbursement shall be made on a prorated basis. Expenses reimbursed to any unit member shall not exceed $750.00.

24.8 Classified Employee Internship Program

Purpose: To provide a vehicle whereby classified unit members of the Office of Education may obtain practical, "hands-on" experience through participation in training activities designed to develop and improve specific skills and competencies.

24.9 Prospective participants having the required semester units twelve (12) shall apply to the Personnel Department on the designated form and attach a one-page resume including a goal statement. The Personnel Department will be responsible for coordinating (with appropriate manager/supervisor and the Professional Growth Committee) assignment of participants to the appropriate unit for training. Acceptance into a program shall be determined by the Professional Growth Committee. There shall be no appeal of a rejection, but a unit member may submit a request for reconsideration after 90 calendar days.

24.10 Selection Procedure: Selection will be made using the following criteria.

A. Commitment to seeking training in the area of specialization for which applying is evidenced by completion of twelve (12) semester units approved by the Professional Growth Committee.

B. Past performance evaluations.

C. An interview of candidate by the manager who will provide the training opportunity.

D. Mutual agreement/approval between the managers of the units involved.

24.11 Training Program Structure

A. The training program for each participant will have identified goals, objectives and timelines related to the specific job interest area.

B. The County Office will grant one (1) hour of release time for each hour the unit member contributes from his lunch hour or time outside of regular working hours. Maximum County Office release time will be five (5) hours per week. Internship scheduling must be agreed to by managers of both units involved.

C. During the training, participants will work under the supervision of the assigned unit manager who will be responsible for training of the participant.

D. Participants' progress will be assessed by the assigned unit manager according to the goals, objectives and timelines established. No negative assessment or comments, resulting from a unit member's work performance in the Intern Program, will be entered in the unit member's personnel file or have any impact on the unit member's regular evaluations.

E. Participants are expected to maintain satisfactory performance in their regular assignments. No overtime authorization and/or increased workload to other staff members will be allowed in order to compensate for the released time from the regular assignment.

F. The Personnel Section and Professional Growth Committee will be responsible for monitoring the program. The Personnel Section will also provide assistance in developing specific performance objectives and in identifying competencies and skills related to the area of specialization for which participants are being trained.

G. Training may be suspended or terminated at any time by the participant's immediate management supervisor or by the unit manager responsible for providing the training. Upon a unit member’s request such suspension or termination shall be subject to review by the Professional Growth Committee. A decision by the Committee shall be the final determination.

H. Participants will not be assured or guaranteed an advanced position at the end of the training program, but may compete for openings in the area of their specialized training in accordance with established recruitment and selection procedures.

ARTICLE XXV: REDUCED WORK LOAD PROGRAM

25.1 This Article is entered into pursuant to Education Code Section 45139 and is subject to, and shall be in accordance with, any amendment or repeal of any applicable statute or regulation.

25.2 The unit member may reduce his or her work load from full-time to part-time duties and maintain applicable retirement benefits, subject to, and in accordance with, the provisions of Section 45139.

ARTICLE XXVI: UNIT MEMBER RIGHTS

26.1 Personnel Files:

A. Each unit member's official personnel file shall be maintained by the Personnel Section. Each unit member shall receive a copy of any derogatory material before it is placed in the official personnel file. The unit member shall sign and date such material, indicating that he received a copy.

B. Within ten (10) days after derogatory materials have been placed in his personnel file, a unit member may review such material and attach a written response during his regular day.

C. A unit member shall have the right to see and receive a copy, at cost, of all materials in his personnel file, except those excluded by law, by appointment with the Personnel Section. Within five (5) days of receipt of the written request for an appointment, the Personnel Section shall take action to establish the date and time of the appointment, which shall be as soon as reasonably possible as determined by the Personnel Section.

D. The contents of personnel files shall be available for review only by appropriate management personnel and their authorized agents and shall be held in confidence. Nothing herein shall be construed to prevent compliance with a valid court order or subpoena.

E. No confidential information, as provided by law, shall be released to anyone other than as stated within this Article without written authorization by the unit member.

F. CSEA has the right to review a unit member's official personnel file when accompanied by the unit member or on presentation of a written authorization signed by the unit member.

26.2 Nondiscrimination

The Office and CSEA agree that the provisions of this Agreement shall apply to all members of the bargaining unit without discrimination, and in carrying out their respective obligations under this Agreement, neither party will discriminate against any unit member because of such individual's race, color, national origin, ancestry, religion, socioeconomic status, marital status or membership in legally constituted organizations, sex (including sexual harassment), handicap or age or participation or non-participation in legitimate Union activities.

ARTICLE XXVII: UNIT MEMBER CLASSIFICATION REVIEW

27.1 Position Classification Review Process

Position classification review requests may be initiated by the unit member from February 1 through March 1. Any changes approved by the Personnel Commission shall be effective on July 1 following the window period in which the request was submitted.

Review requests must be submitted through submission of the Classification Review Questionnaire that has been routed for appropriate signatures and submitted to Human Resources by 5:00 PM on March 1 or the deadline date as determined by Human Resources.

The process used by the Office of Education to evaluate positions for classification is the "whole" position job analysis. The position will be analyzed in relation to the job factors listed below. The analysis will also include a review of the relationship of the position and/or classification to other classifications in the job family or related job families. The basis for reclassification of a position shall be a gradual accretion of duties and not a sudden change caused by reorganization or the assignment of completely new duties and responsibilities. The classification process shall not be used to obtain a promotion or reassignment. A unit member who is reclassified with his/her position is not eligible for subsequent reclassification within his/her position for at least three (3) years from the date the position was reclassified.

Job Analysis Factors

- Knowledge
- Supervision Received
- Complexity
- Scope and Effect
- Accountability
- Contacts
- Working Conditions/Environment
- Physical Demand

27.2 Classification Review Committee

A committee of County Office employees will be established as a part of the classification review process. The Classification Review Committee (CRC) will consist of six (6) members in addition to a Human Resource representative. Three (3) CRC members and an alternate will be appointed by SDCOE management and three (3) members and an alternate will be appointed by the CSEA. It is expected that committee representation reflect a variety of departments or programs and job families.

After review of the position by Human Resources staff, Human Resources will prepare a report and recommendation for review by the Classification Review Committee (CRC). The CRC will review the report and recommendation and determine by consensus whether to recommend submission of the report to the Personnel Commission. If the CRC cannot reach consensus, Human Resources staff will investigate the area(s) of concern and report back to the CRC. In the event that the CRC and Human Resources cannot reach consensus, the CRC can request that its recommendation be submitted in addition to the recommendation from Human Resources. The unit member will be informed of the recommendation and report being forwarded to the Personnel Commission.

27.3 Unit Member Appeal Of Recommendation

The unit member may make an appeal to the CRC prior to the submission of the report to the Personnel Commission. At the CRC appeal, the unit member may present job duty information that he/she did not present during the review process if the reviewer failed to give the unit member an opportunity to add information that was not reflected in the job questionnaire. After consideration of the unit member's appeal, the unit member and his/her manager will be notified of the final recommendation from the CRC. There will be no further appeal to the CRC. During the public comment period of the Personnel Commission meeting, the employee may address the Commission regarding his/her position review. The basis for a unit member's objection to the recommendation presented for Personnel Commission action shall be limited to:

- Information that indicates that the review process was not conducted in accordance with established procedures.
- Information that indicates that factors other than the job evaluation factors listed above were considered.

The action by the Personnel Commission shall be final.

ARTICLE XXVIII: TERM

28.1 This Agreement shall become effective July 1, 2024 unless specifically stated otherwise, and shall continue in effect to and including June 30, 2027. On or before March 15 of each year of the term of this agreement, either the County Office or CSEA may give written notice to the other party of its desire to terminate or modify any of the following specific provisions:

A. Article XV - Salary

B. Article XVI - Benefits

C. No more than two additional articles.

CSEA agrees to present to the County Office its initial proposal with respect to any such provision, which has been reopened pursuant to this article, no later than forty-five (45) days following submission of the written notice.

Upon receipt of this written notice, arrangements shall be made pursuant to provisions of the EERA, including the Public Notice provisions, for meeting and negotiating to commence with respect to said specific provisions.

In the event that neither party gives appropriate written notice to the other of its desire to terminate or modify any of the aforementioned specific provisions by March 15, these provisions shall be extended for at least another year.

The parties agree to meet and negotiate after appropriate written notice has been received, pursuant to the above paragraphs, on any of the specific provisions listed herein to be terminated or modified. Pending a conclusion of the meeting and negotiating to terminate or modify any of the specific provisions, these provisions shall remain in full force and effect.

For SDCOE:

6/15/26
Dr. Donald Ogden, Date
Assistant Superintendent
Human Resource Services

Dr. Gloria E. Ciriza Date
San Diego County Superintendent of Schools

For CSEA's Chapter 568:

6/11/2026
Katie Andersen, Chapter President Date

6/11/26
Kimberly Garcia, 1st Vice President Date

6/11/2026
Judy Butterfield, Secretary, Retired Date

Fabby Castellon,
Communications Officer

6/11/26
Date

Javier Archuleta, 3rd Vice
President

6/11/26
Date

Nianza Thompson, Member at
Large

6/11/2026
Date

Ryan Shook, Labor Relations
Representative

6/11/26
Date

APPENDIX A: AGREEMENT IMPACTS AND EFFECTS OF COMPLIANCE WITH PROVISIONS OF THE FAIR LABOR STANDARDS ACT

1. This proposal is based on the County Office taking the following action:
   a. The outdoor education nurses' work schedule will be modified. (See the sample schedule attached hereto as Attachment "A" for illustration.)
   b. The outdoor education maintenance workers' work schedules will be modified. (See the sample attached hereto as Attachment "B" for illustration.)
   c. All unit members will be free to leave the work site except during their specific, assigned hours, and meal and sleep periods and except in cases of emergency, as defined in the collective bargaining agreement.

2. The County Office intends to comply with all applicable state and federal laws and regulations regarding overtime compensation for bargaining unit members. The Superintendent is authorized to take any action reasonably necessary to maintain compliance after consultation with the CSEA. Individual bargaining unit members will execute acknowledgments and agreements necessary and appropriate to ensure compliance.

3. Any meals and lodging furnished to bargaining unit members shall not be included in their regular rate of pay for purposes of calculating over-time compensation.

4. The parties agree that the maintenance worker and nursing classifications are subject to fluctuations in daily working hours not susceptible to administrative control, and that establishment of a 10-hour, 4-day work week is expressly authorized.

5. The parties agree that this agreement constitutes full and complete settlement of negotiations regarding the impacts and effects of the above actions and regarding actions taken to comply with federal and state laws and regulations regarding overtime compensation, or the impacts and effects thereof on matters within the scope of representation.

6. The stipends provided in Sections 10.11 B (5) and 10.11 C (6) are eliminated effective on implementation of the above changes.

7. In the event of any claim, or dispute, or finding that the County Office is not in compliance with applicable state and federal laws and regulations regarding overtime compensation for bargaining unit members, the County Office may make any changes in any work schedule or hours which is not in violation of the express terms of the collective bargaining agreement and/or may reopen any matter related to the claim or dispute for negotiation. This section is not a waiver of a unit

member's rights, if any, to claim wages or benefits which has or may have accrued prior to implementation of this Agreement.

8. The County Office agrees to allow a unit member whose work site includes an outdoor education camp, for his/her convenience and subject to assignment of space and facilities, to remain on site at the camp to which the worker is assigned, including sleeping at the site, on nights which are not part of the unit member's work shift. This provision does not apply to Friday, Saturday, or Sunday nights or periods during which the outdoor education programs are not being conducted. Remaining on site will be strictly voluntary. During this time on site, the unit member will have complete freedom for all duties and may leave the site whenever and for whatever purpose the unit member chooses. It is understood and agreed that such time spent on site is not work time, is solely for the unit member's benefit, and is not compensable under the collective bargaining agreement or any state or federal law or regulation. Unit members shall sign a written statement acknowledging this agreement before receiving the benefits hereof. The County Office reserves the right to designate which space and facilities will be used by the unit member.

9. The County Office will attempt to rotate maintenance worker assignments as equitably as reasonably possible.

10. The attached are sample schedules only. The specific work, meal and sleep times may be changed by the County Office so long as the change does not violate the express terms of the collective bargaining agreement.

ATTACHMENT A: NURSE SCHEDULE

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
10-11	(1) wk	6-6:30	(.5) wk	7:30-10:30	(3) wk	9-10:30	(.5) wk	6-6:30	(.5) wk
11-12	(1) m	6:30-7:30	(1) m	10:30-11:30	(1) m	10:30-11:30	(1) m	6:30-7:30	(1) m
12-4	(4) wk	7:30-10:30	(3) wk	11:30-4:15	(4.75) wk	11:30-4	(4.5) wk	7:30-9:00	(1.5) wk
4-5	(1) m	10:30-11:30	(1) m	4:15-4:45	(.5) m	4-5	(1) m		
5-10	(5) wk	11:30-4	(4.5) wk	4:45-7:00	(2.25) wk	5-10	(5) wk		
10-6	(8) slp	4-5	(1) m			10-6	(8) slp		
		5-7	(2) wk						
10 work		10 work		10 work		11 work		2 work	
2 meals		3 meals		1.5 meals		2 meals		1 meal	
8 sleep						8 sleep			

ATTACHMENT B: OUTDOOR EDUCATION MAINTENANCE CALENDAR

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WORKER #1	10-11 (1)WK	6-6:30 (.5)wk	10-11 (1) wk	6-6:30 (.5) wk			
	11-12 (1)M	6:30 – 7 (.5)m	11-12 (1)m	6:30-7 (.5)m			
	12-5 (5)WK	7-11 (4) wk	12-5 (5) wk	7-11 (4) wk			
	5-6 (1)M	11-11:30 (.5) m	5-6 (1) m	11-11:30 (.5) m			
	6-10 (4) WK	11:30 5 (5.5) wk	6-10 (4) wk	11:30-5 (5.5) wk			
	10-6 (8) SLP		10-6 (8) slp				
	10 Work 2 meals 8 sleep	10 Work 1 meal	10 work 2 meals 8 sleep	10 work 1 meal			
WORKER #2		10-11 (1)WK	6-6:30 (.5)wk	10-11 (1) wk	6-6:30 (.5) wk		
		11-12 (1)M	6:30 – 7 (.5)m	11-12 (1)m	6:30-7 (.5)m		
		12-5 (5)WK	7-11 (4) wk	12-5 (5) wk	7-11 (4) wk		
		5-6 (1)M	11-11:30 (.5) m	5-6 (1) m	11-11:30 (.5) m		
		6-10 (4) WK	11:30 5 (5.5) wk	6-10 (4) wk	11:30-5 (5.5) wk		
		10-6 (8) SLP		10-6 (8) slp			
		10 Work 2 meals 8 sleep	10 Work 1 meal	10 work 2 meals 8 sleep	10 work 1 meal		

WORKER #3	**6-6:30 (.5) wk**	**10-11 (1)WK**	**6 - 7 (1) W K**	**6 - 7 (1) W K**
	6:30-7 (.5)m	**11-12 (1)M**	**7-8 (1) M**	**7-8 (1) M**
	7-11 (4) wk	**12-5 (5)WK**	**8-11 (3) WK**	**8-11 (3) WK**
	11-11:30 (.5) m	**5-6 (1)M**	**11-12 (1) M**	**11-12 (1) M**
	11:30-5 (5.5) wk	**6-10 (4) WK**	**12-5 (5) WK**	**12-5 (5) WK**
		10-6 (8) SLP	**5-5 (1) M**	**5-5 (1) M**
			6-10 (4) WK	**6-10 (4) WK**
	1 0 w o r k 1 m e a l	**1 0 W o r k 2 m e a l s 8 s l e e p**	**10-6 (8) SLP**	**10-6 (8) SLP**
			1 3 W o r k 3 m e a l s 8 s l e e p	**1 3 W o r k 3 m e a l s 8 s l e e p**

APPENDIX B: CLASSIFIED SUPPORT SALARY SCHEDULE

CLASSIFIED SUPPORT SALARY SCHEDULE
2026-2027
Effective 07/01/2026
updated 06/15/2026

Salary Plan 070

Grade	Minimum Annual Salary	Monthly Salary Rates Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum Annual Salary
21	-	-	-	3,019.83	3,170.75	3,329.42	3,496.00	$41,952
22	-	-	2,947.92	3,095.33	3,250.08	3,412.67	3,583.33	$43,000
23	-	-	3,021.67	3,172.75	3,331.42	3,498.00	3,673.00	$44,076
24	$35,397	2,949.75	3,097.25	3,252.17	3,414.83	3,585.50	3,764.92	$45,179
25	$36,283	3,023.58	3,174.75	3,333.42	3,500.08	3,675.25	3,859.00	$46,308
26	$37,189	3,099.08	3,254.00	3,416.83	3,587.67	3,767.08	3,955.58	$47,467
27	$38,119	3,176.58	3,335.42	3,502.25	3,677.33	3,861.25	4,054.42	$48,653
28	$39,072	3,256.00	3,418.67	3,589.75	3,769.25	3,957.83	4,155.92	$49,871
29	$40,048	3,337.33	3,504.25	3,679.50	3,863.58	4,056.92	4,259.83	$51,118
30	$41,048	3,420.67	3,591.75	3,771.50	3,960.17	4,158.17	4,366.25	$52,395
31	$42,073	3,506.08	3,681.50	3,865.67	4,059.08	4,262.08	4,475.33	$53,704
32	$43,125	3,593.75	3,773.50	3,962.33	4,160.58	4,368.75	4,587.33	$55,048
33	$44,205	3,683.75	3,867.92	4,061.25	4,264.42	4,477.83	4,701.83	$56,422
34	$45,310	3,775.83	3,964.67	4,162.83	4,371.00	4,589.67	4,819.17	$57,830
35	$46,442	3,870.17	4,063.67	4,266.83	4,480.25	4,704.33	4,939.58	$59,275
36	$47,601	3,966.75	4,165.17	4,373.42	4,592.17	4,821.83	5,062.92	$60,755
37	$48,790	4,065.83	4,269.17	4,482.58	4,706.83	4,942.25	5,189.33	$62,272
38	$50,009	4,167.42	4,375.83	4,594.58	4,824.42	5,065.67	5,318.92	$63,827
39	$51,258	4,271.50	4,485.17	4,709.33	4,944.83	5,192.08	5,451.67	$65,420
40	$52,537	4,378.08	4,597.08	4,826.83	5,068.33	5,321.83	5,587.83	$67,054
41	$53,848	4,487.33	4,711.92	4,947.33	5,194.92	5,454.75	5,727.33	$68,728
42	$55,193	4,599.42	4,829.58	5,070.83	5,324.58	5,590.92	5,870.42	$70,445
43	$56,571	4,714.25	4,950.08	5,197.50	5,457.50	5,730.50	6,016.92	$72,203
44	$57,985	4,832.08	5,073.67	5,327.33	5,593.83	5,873.50	6,167.17	$74,006
45	$59,432	4,952.67	5,200.33	5,460.33	5,733.58	6,020.25	6,321.08	$75,853
46	$60,916	5,076.33	5,330.17	5,596.67	5,876.75	6,170.50	6,478.83	$77,746
47	$62,437	5,203.08	5,463.17	5,736.50	6,023.42	6,324.58	6,640.58	$79,687
48	$63,995	5,332.92	5,599.58	5,879.67	6,173.75	6,482.42	6,806.42	$81,677
49	$65,593	5,466.08	5,739.33	6,026.50	6,327.83	6,644.17	6,976.42	$83,717
50	$67,233	5,602.75	5,882.67	6,176.92	6,485.75	6,810.08	7,150.58	$85,807
51	$68,911	5,742.58	6,029.50	6,331.08	6,647.58	6,980.08	7,329.33	$87,952
52	$70,632	5,886.00	6,180.08	6,489.08	6,813.83	7,154.42	7,512.25	$90,147
53	$72,395	6,032.92	6,334.50	6,651.08	6,983.92	7,333.00	7,699.75	$92,397
54	$74,202	6,183.50	6,492.58	6,817.25	7,158.25	7,516.00	7,891.92	$94,703
55	$76,054	6,337.83	6,654.67	6,987.42	7,336.92	7,703.67	8,088.92	$97,067
56	$77,952	6,496.00	6,820.75	7,161.83	7,520.00	7,896.17	8,290.92	$99,491
57	$79,898	6,658.17	6,991.00	7,340.75	7,707.67	8,093.25	8,497.83	$101,974
58	$81,892	6,824.33	7,165.58	7,523.92	7,900.00	8,295.25	8,709.92	$104,519
59	$83,936	6,994.67	7,344.50	7,711.67	8,097.17	8,502.33	8,927.33	$107,128
60	$86,032	7,169.33	7,527.75	7,904.25	8,299.33	8,714.50	9,150.17	$109,802
61	$88,179	7,348.25	7,715.58	8,101.58	8,506.42	8,932.00	9,378.50	$112,542
62	$90,380	7,531.67	7,908.17	8,303.75	8,718.75	9,154.92	9,612.67	$115,352
63	$92,636	7,719.67	8,105.67	8,511.00	8,936.58	9,383.42	9,852.75	$118,233
64	$94,948	7,912.33	8,307.92	8,723.42	9,159.58	9,617.58	10,098.67	$121,184
65	$97,317	8,109.75	8,515.25	8,941.08	9,388.17	9,857.58	10,350.67	$124,208
66	$99,746	8,312.17	8,727.75	9,164.25	9,622.42	10,103.75	10,608.92	$127,307
67	$102,236	8,519.67	8,945.67	9,393.00	9,862.58	10,356.00	10,873.67	$130,484

CLASSIFIED SUPPORT SALARY SCHEDULE

2026-2027

Effective 07/01/2026

updated 06/15/2026

Salary Plan 070

Grade	Minimum Annual Salary	Monthly Salary Rates Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum Annual Salary
68	$104,787	8,732.25	9,169.00	9,627.50	10,108.75	10,614.42	11,145.00	$133,740
69	$107,402	8,950.17	9,398.00	9,867.75	10,361.00	10,879.42	11,423.42	$137,081
70	$110,083	9,173.58	9,632.50	10,114.00	10,619.67	11,150.92	11,708.50	$140,502
71	$112,830	9,402.50	9,872.92	10,366.42	10,884.67	11,429.25	12,000.67	$144,008
72	$115,646	9,637.17	10,119.33	10,625.17	11,156.25	11,714.42	12,300.17	$147,602
73	$118,532	9,877.67	10,371.83	10,890.33	11,434.75	12,006.92	12,607.08	$151,285
74	$121,490	10,124.17	10,630.67	11,162.08	11,720.08	12,306.50	12,921.67	$155,060
75	$124,522	10,376.83	10,895.92	11,440.83	12,012.75	12,613.67	13,244.17	$158,930
76	$127,629	10,635.75	11,167.83	11,726.42	12,312.50	12,928.42	13,574.75	$162,897
77	$130,814	10,901.17	11,446.58	12,019.00	12,619.92	13,251.00	13,913.50	$166,962
78	$134,080	11,173.33	11,732.25	12,318.92	12,934.92	13,581.67	14,260.75	$171,129
79	$137,426	11,452.17	12,025.00	12,626.33	13,257.75	13,920.58	14,616.67	$175,400
80	$140,857	11,738.08	12,325.08	12,941.42	13,588.58	14,268.25	14,981.42	$179,777

STIPEND	% of Base Salary
LTVS - 9, 14, 19, 24, 29, 34 yrs	5%
Professional Growth I, II	5%
Bilingual	5%
Shift Differential	5% / 7.5%
Bus Driver	5%
Pesticide Applicator	5%
Freon	5%
Licensed Vocational Nurse	5%
Infant Massage	5%
Bus Airbrake License	5%
California Water Distribution Certification	7.5%

CLASSIFIED SUPPORT JOB CLASSIFICATIONS

Updated 06/19/2026

Classification	Grade
Account Clerk II	042
Account Clerk III	048
Accounting Analyst	058
Accounting/Procurement Systems Analyst	058
Administrative Assistant I	044
Administrative Assistant II	048
Administrative Assistant III	052
Administrative Clerk	044
After School Ed. & Safety Program Assistant	050
Assessment Systems Analyst	058
Attendance Clerk	040
Attendance Technician	048
Audiological Technician	042
Automotive Service Worker	046
Braille Transcriber	042
Budget Systems Analyst	058
Budget Technician	058
Building Maintenance Specialist	054
Business Intelligence Programming Analyst	071
Business Support Assistant I	058
Cabin Leader	038
Camp Maintenance Worker I	048
Camp Maintenance Worker II	051
Campus Youth Advocate	036
Certified Occupational Therapy Assistant	052
Charter School, Financial Analyst	058
Chef	048
Child Nutrition Supervisor	056
Claims Examiner I	052
Claims Examiner II	054
Classroom Assistant-Alternative Education	036
Cloud Administration Analyst	058
Cloud Support Technician	053
Comm Warrants Systems Analyst	058
Commercial Warrants Technician	052
Communications Assistant	052
Communications Media Assistant	052
Communications Translator/Interpreter	056
Computer Support Engineer	058
Computer Support Technician	055
Contracts Analyst	058
Cook	038
Credentials Analyst	058
Credentials Technician	048
CTE/Workability Program Analyst	058
Custodial Services Supervisor	044
Custodial Worker	028
Custodian	040
Custodian - Outdoor Education	040
Cybersecurity Analyst	058
Database Administrator	071
Database Information Analyst	062
Data Center Operations Supervisor	059
Deferred Compensation Program Clerk	044
Deferred Compensation Program Technician	048
Delivery Worker	048
Distribution Clerk I	035
Distribution Clerk II	038
Early Childhood Community Liaison	050
Early Education Inclusion Aide	038
Educational Interpreter-Deaf and Hard of Hearing	063
Engagement Planner	052
English Language Development Assistant	036
Event Management Analyst	058
Executive Assistant I	056
Expanded Learning Program Assistant	050
Facilities Reservation Assistant	050
Financial Reporting Analyst	058
Financial Reporting Technician	052
Fingerprinting Clerk	040
Fiscal Technician	052
Fleet Services Supervisor	063
Food Services Field Assistant	036
Food Services Program Assistant	044
Food Services Worker	036
Foster Youth/Homeless Education Liaison	050
Foster Youth/Homeless Svcs Program Aide	042
Fringe Benefits Technician	050
Functional Systems Analyst-Business Ops	058
Functional Systems Analyst-Finance	058
Functional Systems Analyst-HCM	058
Functional Systems Analyst-HR	058
Functional Systems Analyst-Payroll	058
Gardener	042
Graphic Arts Technician	051
Graphics/Printing Technician	046
Health Services Technician	041
Human Resources Analyst	058
Human Resources Clerk	040
Human Resources Technician I	048
Human Resources Technician II	052
Independent Study Assistant	036
Information Clerk	038
Instructional Aide-Deaf & Hard of Hearing	038
Instructional Aide-Visually Impaired	038
ITV Television Engineer	066
Joint Powers Authority Technician	052
Lead Accounting Technician	058
Lead Computer Support Technician	056
Lead Credentials Technician	052
Lead Educational Interpreter - DHH	065
Lead Graphic Arts Technician	054
Lead Graphics/Printing Technician	050
Lead Multi-Media Producer	063
Lead Outdoor Education Specialist	043
Lead Payroll Services Technician	058
Lead Payroll Technician	058
Legal Analyst	060
Legal Analyst/Investigator	065
Legislative Assistant	058
Maintenance & Operations Supervisor	061
Maintenance Worker	046
Mechanic II	054
Mechanic III	056
Media Distribution Facilitator	056
Media Technician	055

CLASSIFIED SUPPORT JOB CLASSIFICATIONS

Updated 06/19/2026

Classification	Grade
Mental Health Case Worker	052
Migrant Education Program Advocate I	040
Migrant Education Program Advocate II	046
Network Analyst	066
Occupational Therapist*	067
Office Assistant I	036
Office Assistant II	038
Operations Distribution Worker	043
Operations Distribution Worker-JCCS	048
Operations Distribution Worker II	048
Organizational Effectiveness Liaison	050
Outdoor Education Program Aide	036
Outdoor Education Program Lead	056
Outdoor Education Liaison	052
Outdoor Education Outreach Leader	045
Outdoor Education Program Assistant	044
Outdoor Education Specialist	041
Parent & Family Liaison I	050
Parent & Family Liaison II	052
Parent Education Specialist	058
PASS Community Aide I	042
PASS Community Aide II	050
Payroll Services Technician	052
Payroll Systems Analyst	058
Payroll Technician	052
Physical Therapist	066
Preschool Instructional Assistant	036
Print Shop Worker	043
Program Assistant, Foster Youth Services Coordinating Program	050
Program Assistant, Expanded Learning	050
Program Clerk	044
Program Data Technician	052
Program Registrar	048
Program Secretary	041
Programmer/Analyst	060
Project Management Assistant	050
Property & Liability Technician	055
Public Access TV Program & Operations Technician	051
Purchasing Assistant	045
Registered Behavior Technician	040
Registered Nurse, Outdoor Education	061
Registrar I	042
Registrar II	044
Retirement Reporting Analyst	058
Retirement Technician	052
Risk Management Analyst	058
School Administrative Assistant I	044
School Administrative Assistant II	048
School Office Assistant	040
Science Outreach Program Specialist	041
Senior Development Analyst	071
Senior ERP Functional Systems Analyst	071
Senior Systems & Programming Analyst	071
Skilled Maintenance Worker	051
Special Education Aide	038
Special Ed Behavior Intervention Aid Lead	049
Special Ed Classroom Behavior Intervention Aide	038
ServiceNow Developer	071
Special Education Assistant-HOPE	038
Special Education Resource Assistant-HOPE	048
Special Education Resource Assistant-SELPA	037
Special Education Parent Liaison	050
Speech Language Pathology Assistant	052
Staff Development Assistant	050
Staff Development Assistant-JCCS	050
Staff Development Assistant-NCCSE	050
Staffing Technician	052
Student Attendant	038
Student Information Data & Systems Analyst	058
Student Information Data & Systems Analyst II	062
Student Support Specialist	040
Student Transition Technician	052
Systems Analyst	058
Systems Technician I	048
Systems Technician II	052
Technology Acquisitions Analyst	065
Technology Center Support Analyst	065
Technology Center Support Technician	050
Television Operations Technician	046
Utility Worker	042
Video/Content Technician	054
Videographer/Editor	054
Village Leader	056
Visual and Performing Arts Program Analyst- JCCS	058
Web Developer/Programmer	060
Web Publisher	041
Webcast Services Technician	050
Webmaster/Developer-Programmer	060
Work Readiness Assistant I	040
Work Readiness Assistant II	042
Work Readiness Assistant II-Special Education	042
Workers Compensation Technician	052
Youth Development Assistant	050
Youth Development Clerk	038

**This grade reflects a market additive of 7.5%.*

The base grade for internal salary alignment is 064.

GENERAL PROVISIONS - CLASSIFIED SUPPORT

1. Pay differentials will be granted in accordance with applicable contract provisions.
2. Step increments on the salary schedule will be granted in accordance with procedures outlined in the Merit System Rules and Regulations for the Classified Service.
3. Vacation, leave, and holidays shall be granted in accordance with adopted policies and contract provisions.
4. Classified employees are automatically members of the Public Employees Retirement System.



CLASSIFIED HOURLY SALARY SCHEDULE

2026-2027

Effective 07/01/2026

updated 06/15/2026

Salary Plan 007

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
021	-	-	$17.42	$18.29	$19.21	$20.17
022	-	$17.01	$17.86	$18.75	$19.69	$20.67
023	-	$17.43	$18.30	$19.22	$20.18	$21.19
024	$17.02	$17.87	$18.76	$19.70	$20.69	$21.72
025	$17.44	$18.32	$19.23	$20.19	$21.20	$22.26
026	$17.88	$18.77	$19.71	$20.70	$21.73	$22.82
027	$18.33	$19.24	$20.21	$21.22	$22.28	$23.39
028	$18.78	$19.72	$20.71	$21.75	$22.83	$23.98
029	$19.25	$20.22	$21.23	$22.29	$23.41	$24.58
030	$19.73	$20.72	$21.76	$22.85	$23.99	$25.19
031	$20.23	$21.24	$22.30	$23.42	$24.59	$25.82
032	$20.73	$21.77	$22.86	$24.00	$25.20	$26.47
033	$21.25	$22.31	$23.43	$24.60	$25.83	$27.13
034	$21.78	$22.87	$24.02	$25.22	$26.48	$27.80
035	$22.33	$23.44	$24.62	$25.85	$27.14	$28.50
036	$22.89	$24.03	$25.23	$26.49	$27.82	$29.21
037	$23.46	$24.63	$25.86	$27.15	$28.51	$29.94
038	$24.04	$25.25	$26.51	$27.83	$29.23	$30.69
039	$24.64	$25.88	$27.17	$28.53	$29.95	$31.45
040	$25.26	$26.52	$27.85	$29.24	$30.70	$32.24
041	$25.89	$27.18	$28.54	$29.97	$31.47	$33.04
042	$26.54	$27.86	$29.25	$30.72	$32.26	$33.87
043	$27.20	$28.56	$29.99	$31.49	$33.06	$34.71
044	$27.88	$29.27	$30.73	$32.27	$33.89	$35.58
045	$28.57	$30.00	$31.50	$33.08	$34.73	$36.47
046	$29.29	$30.75	$32.29	$33.90	$35.60	$37.38
047	$30.02	$31.52	$33.10	$34.75	$36.49	$38.31
048	$30.77	$32.31	$33.92	$35.62	$37.40	$39.27
049	$31.54	$33.11	$34.77	$36.51	$38.33	$40.25
050	$32.32	$33.94	$35.64	$37.42	$39.29	$41.25
051	$33.13	$34.79	$36.53	$38.35	$40.27	$42.28
052	$33.96	$35.65	$37.44	$39.31	$41.28	$43.34
053	$34.81	$36.55	$38.37	$40.29	$42.31	$44.42
054	$35.67	$37.46	$39.33	$41.30	$43.36	$45.53
055	$36.56	$38.39	$40.31	$42.33	$44.44	$46.67
056	$37.48	$39.35	$41.32	$43.38	$45.55	$47.83
057	$38.41	$40.33	$42.35	$44.47	$46.69	$49.03
058	$39.37	$41.34	$43.41	$45.58	$47.86	$50.25

san diego county office of EDUCATION
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CLASSIFIED HOURLY SALARY SCHEDULE
2026-2027
Effective 07/01/2026
updated 06/15/2026

Salary Plan 007

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
059	$40.35	$42.37	$44.49	$46.71	$49.05	$51.50
060	$41.36	$43.43	$45.60	$47.88	$50.28	$52.79
061	$42.39	$44.51	$46.74	$49.08	$51.53	$54.11
062	$43.45	$45.62	$47.91	$50.30	$52.82	$55.46
063	$44.54	$46.76	$49.10	$51.56	$54.14	$56.84
064	$45.65	$47.93	$50.33	$52.84	$55.49	$58.26
065	$46.79	$49.13	$51.58	$54.16	$56.87	$59.72
066	$47.95	$50.35	$52.87	$55.51	$58.29	$61.21
067	$49.15	$51.61	$54.19	$56.90	$59.75	$62.73
068	$50.38	$52.90	$55.54	$58.32	$61.24	$64.30
069	$51.64	$54.22	$56.93	$59.78	$62.77	$65.90
070	$52.92	$55.57	$58.35	$61.27	$64.33	$67.55
071	$54.25	$56.96	$59.81	$62.80	$65.94	$69.23
072	$55.60	$58.38	$61.30	$64.36	$67.58	$70.96
073	$56.99	$59.84	$62.83	$65.97	$69.27	$72.73
074	$58.41	$61.33	$64.40	$67.62	$71.00	$74.55
075	$59.87	$62.86	$66.00	$69.30	$72.77	$76.41
076	$61.36	$64.43	$67.65	$71.03	$74.59	$78.32
077	$62.89	$66.04	$69.34	$72.81	$76.45	$80.27
078	$64.46	$67.69	$71.07	$74.62	$78.36	$82.27
079	$66.07	$69.38	$72.84	$76.49	$80.31	$84.33
080	$67.72	$71.11	$74.66	$78.40	$82.32	$86.43

APPENDIX C: CLASSIFIED EMPLOYEE PERFORMANCE REPORT

NAME: _____ LOCATION: _____

TITLE: _____ ORIGINAL HIRE DATE _____ HIRE DATE IN CLASS _____

REASON FOR RATING

1st Probation ☐ Regular ☐

Final Probation ☐ Other ☐

_____
state reason such as separation, promotion, demotion, transfer supplementary etc.

RATING PERIOD

FROM: _____

TO: _____

PERFORMANCE STANDARDS

	EXCEEDS	MEETS	BELOW	**Include In Remarks:** A. Areas of Strength B. Areas for Improvement Remarks are required for Exceeds and Below Standard performance factors
PERFORMANCE FACTORS				**REMARKS**
Work Quality: Job knowledge; job skill; accuracy and neatness of work; quality of judgment, performance under pressure and new work situations.				
Work Quantity: Volume of acceptable work; planning and prioritizing work; adherence to schedules and deadlines.				
Interpersonal Skills: Establishing and maintaining effective working relationships with others contacted in work.				
Communication Skills: Articulates thoughts and ideas in written and oral form at a level required by the assignment.				
Work Attitude: Cooperation; initiative; acceptance of work direction, new ideas, procedures and methods.				
Compliance With Rules & Regulations: Compliance with policies, regulations, work rules, procedures and safety practices.				
Attendance & Punctuality: Attendance; punctuality; compliance with leave request and reporting procedures.				
Grooming & Dress: Dress, grooming and hygiene appropriate for assignment.				
Leadership (for employees in lead assignments only): Planning and coordinating work; training and leading the work of others; effective relationships with subordinates.				
OVERALL PERFORMANCE:				Overall Performance is an independent rating, *not an average* of the individual performance factors.

_____ Evaluated by: Immediate Management Representative Date

_____ Reviewed by: Section Head Date

_____ Approved by: Division Administrator Date

_____ EMPLOYEE Date

MY SIGNATURE INDICATES THAT I HAVE REVIEWED THIS REPORT.
IT DOES NOT MEAN THAT I AGREE WITH ALL OF THE RATINGS.

☐ I request an appointment to discuss this report with the Director of Personnel

_____ Director of Personnel Date

APPENDIX D: COMPLAINT FORM (PROBLEM RESOLUTION PROCEDURE)

San Diego County Office of Education

COMPLAINT FORM

(Problem Resolution Procedure)

Complainant: _____ Date Filed: _____

(Please print full name)

Work Location: _____ Date of Occurrence: _____

Description of Problem/Complaint:

Description of Desired Remedy:

_____

Signature of Complainant Date

PROBLEM RESOLUTION

COMPLAINT PROCEDURE

1. The problem resolution procedure is the medium through which staff may seek adjustment of complaints arising out of alleged violations of established rules, policies, administrative procedures, or job relations. Its purpose is to provide, at the administrative level closest to the unit member, an opportunity for review of employment-related problems or complaints.

2. EXCLUSIONS:

   a. An alleged violation, misapplication or misinterpretation of a provision of a negotiated agreement between the County Office of Education and an exclusive unit member representative.

   b. Complaints about the subject matter of a County Office rule or policy, or administrative procedure, rather than the administration of the rule or policy, or procedure. Such suggestions for change should be directed through administrative channels to the County Superintendent of Schools, Personnel Commission, division administrator or section head.

   c. Matters within the jurisdiction of the Personnel Commission and included in Personnel Commission Rules in effect at the time the events leading to the complaint occurred.

   d. Complaints regarding the content of performance evaluations.

   e. Accusatory charges relating to the moral or professional fitness of a unit member.

3. GENERAL PROVISIONS

   a. All parties to the problem or complaint shall have the right, at each step of the procedure beyond Step 1, to be accompanied by person or persons of their own choosing.

   b. All proceedings shall be private and confidential except by mutual consent of the participating parties.

   c. A decision rendered at any step of the procedure becomes final unless appealed to the next step within the prescribed time frame.

   d. If a decision is not submitted within the established time limit for a given step, an appeal may be taken directly to the next level.

   e. Time limits stipulated at each step may be modified by agreement of the parties involved.

   f. Any unit member may participate in the process without loss of salary provided that the unit member notifies his/her immediate supervisor in advance. All documents, communications, and

records used in processing a complaint shall be filed separately from personnel files of the participants.

g. No reprisal, discrimination, or reduction in status shall be invoked against any unit member for having instituted the process or for having participated as a representative, conferee, or witness.

4. PROCEDURE

a. STEP 1 (INFORMAL REVIEW): Within twenty (20) working days from the occurrence giving rise to the problem or complaint or within twenty (20) working days of the unit member's knowledge thereof, the complainant shall provide notification of the problem orally or in writing to his/her supervisor. The supervisor shall arrange a meeting with the unit member to discuss the complaint within ten (10) working day of receipt of the complaint. If the complainant fails to notify the immediate supervisor of the matter within the allotted time, the right to pursue resolution procedures shall have been waived. Within five (5) working days of the information conference with the complainant, the immediate supervisor shall communicate his/her verbal or written decision to the unit member.

b. STEP 2: If the complainant is dissatisfied with the results of Step 1, the unit member may within five (5) working days following receipt of the decision appeal in writing to the division administrator. The appeal shall be accompanied by a summary of the course of action to date, including the decision of the supervisor responding at Step 1. Either the division administrator or the complainant may request a personal conference to discuss the dispute. Within ten (10) working days after receiving the written request for an appeal, the division administrator shall issue a written decision on the matter.

c. STEP 3: If the complainant is dissatisfied with the decision of the division administrator, he/she may within five (5) working days following receipt of the decision, appeal to the County Superintendent of Schools. Review of the appeal shall consist of a review of proceedings conducted by the division administrator and a personal conference with the complainant. Nothing in this procedure shall be interpreted as abridging the County Superintendent's right to conduct an independent investigation. Within ten (10) working days following receipt of the request for a review, the County Superintendent of Schools shall render a written decision which shall be final.

APPENDIX E: GRIEVANCE FORM

Reference Number:____

San Diego County Office of Education

GRIEVANCE FORM

CLASSIFIED SUPPORT STAFF

GRIEVANT:_____ Date:_____

(Please print full name)

Work Location: _____ Date of Occurrence: _____

Contract provision violated, misapplied or misinterpreted [cite article(s) and section(s)]:

(The facts will ultimately determine which, if any, provision of the Agreement has been violated.)

Description of how the contract was violated or misapplied:

Date of informal conference and decision: _____

Remedy desired:

_____

Signature of Grievant Date

PLEASE REFER TO THE CONTRACT DOCUMENT FOR THE COMPLETE LANGUAGE OF ARTICLE VII

ARTICLE VII: GRIEVANCE

7.3 **Informal Procedure**

Informal Level

The unit member shall meet with his immediate management representative to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to have a CSEA representative at the informal level. If the potential grievance is not resolved at this level, the unit member may proceed to Level I. The Office of Education and the Association may mutually agree to waive any level of the grievance procedure. The Office of Education and CSEA agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.

7.4 **Formal Procedure**

For purposes of Section 7.4 the required timelines shall begin on the first (1st) day following the date of receipt of a grievance by the Office of Education or the first (1st) day following receipt of the Office of Education decision by the grievant.

A. **Level I**

Within twenty-five (25) days of the occurrence, or within twenty-five (25) days of when the unit member could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on an Office of Education provided form to his Director. On this form the unit member shall make a clear and concise statement of the grievance, the circumstances involved, and the specific article that was allegedly violated, the decision rendered at the informal conference, and the specific remedy sought. The Director shall communicate a decision to the unit member in writing within ten (10) days from the date the written grievance is received by the Director. If the Director does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limit either party may request a personal conference to discuss the grievance. Either the grievant or the Director may have a conferee present at such a conference.

B. **Level II**

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Division Administrator, within ten (10) days after receiving the decision at Level I. This written appeal statement shall include a copy of the original grievance, the decision rendered at previous level and a clear, concise statement of the reasons for the appeal. The Division Administrator, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Division Administrator. Either the grievant or the Division Administrator, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Division Administrator, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

C. **Level III**

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent, within ten (10) days after receiving the decision at Level II. This written appeal statement should include a copy of the original grievance, the decision rendered at previous levels, and a clear, concise statement of the reasons for the appeal. The Superintendent, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Superintendent. Either the grievant or the Superintendent, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Superintendent, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

D. **Arbitration**

In the event that the grievant is not satisfied with the decision at Level III, he may request, immediately, in writing, that CSEA submit the grievance to arbitration. Upon approval, CSEA will request arbitration of the grievance in writing to the Office of Education within fifteen (15) days of the issuance of the Level III decision. Such request must be in writing and be accompanied by a written statement from the CSEA agreeing to take the grievance to arbitration.

APPENDIX F: IN-SALARY EMPLOYEE LISTING

Employee Name	Position Descr	Dept Descr	Full/Part	FTE	Calculated Annual Rate Paid (EE's actual annual rate, incl MCOPs) (G)	Hrly Rate Incl Stipends (Sal Sch + Stipends/2080)	Hourly Rate (Sal Sch/2080) (D)	Annual Hours Worked (A)	Holiday Hours (Based on Indiv Calendar x Hrs/Day) (B)	Accrual Factor/ New FTE ((A+B)/2080) (E)	FT Vacation Tier (C)	Vacation Entitlement (C*E) (H)	Vacation Payout (D*H) (L)	Proposed Annual Base ((A+B)*D) (J)	Stip end% (N)	Stipends Paid (J x N) (I)	Proposed Annual Pay (Base + Stipend) (K)	Proposed Total Annual Pay (incl vacation) (K+L) (M)	Difference between Calculations
Abagat,Lea M	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	66%	$ 26,855.68	$ 19.49	$ 19.49	1212.00	84.00	62.31%	96.00	59.82	$ 1,165.89	$ 25,259.04	0.0%	$ -	$ 25,259.04	$ 26,424.93	$ (430.75)
Adams,Pamela M	Spec Ed Clsrm Beh Interv Aide	NCCSE SELPA	PT 12 mo	76%	$ 28,788.39	$ 18.12	$ 18.12	1384.50	97.50	71.25%	104.00	74.10	$ 1,342.69	$ 26,853.84	0.0%	$ -	$ 26,853.84	$ 28,196.53	$ (591.86)
Andrew,Martina	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	69%	$ 33,017.92	$ 22.90	$ 19.49	1212.00	84.00	62.31%	176.00	109.67	$ 2,137.47	$ 25,259.04	17.5%	$ 4,420.33	$ 29,679.37	$ 31,816.84	$ (1,201.08)
Armas,Maribel Rivera	Instructional Aide - DHH	South SELPA	PT 12 mo	62%	$ 28,748.75	$ 22.38	$ 19.98	1080.00	84.00	55.96%	176.00	98.49	$ 1,967.83	$ 23,256.72	12.0%	$ 2,790.81	$ 26,047.53	$ 28,015.36	$ (733.39)
Bagorio,Bella Pernala	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	69%	$ 30,067.38	$ 20.86	$ 19.49	1212.00	84.00	62.31%	176.00	109.67	$ 2,137.47	$ 25,259.04	7.0%	$ 1,768.13	$ 27,027.17	$ 29,164.64	$ (902.74)
Balestreri,Nancy Lynn	Instructional Aide - DHH	South SELPA	PT 12 mo	60%	$ 24,874.82	$ 19.98	$ 19.98	1080.00	84.00	55.96%	120.00	67.15	$ 1,341.66	$ 23,256.72	0.0%	$ -	$ 23,256.72	$ 24,598.38	$ (276.44)
Bermudez,Diana	Spec Ed Clsrm Beh Interv Aide	NCCSE SELPA	PT 12 mo	78%	$ 33,607.57	$ 20.68	$ 19.98	1384.50	97.50	71.25%	144.00	102.60	$ 2,049.95	$ 29,610.36	3.5%	$ 1,036.36	$ 30,646.72	$ 32,696.67	$ (910.90)
Biller,Judith A	Braille Transcriber	NCCSE SELPA	PT 12 mo	95%	$ 48,260.98	$ 24.52	$ 21.51	1672.00	120.00	86.15%	176.00	151.62	$ 3,261.35	$ 38,545.92	14.0%	$ 5,396.43	$ 43,942.35	$ 47,203.70	$ (1,057.28)
Bobadilla,Efrain	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	66%	$ 26,855.68	$ 19.49	$ 19.49	1212.00	84.00	62.31%	96.00	59.82	$ 1,165.89	$ 25,259.04	0.0%	$ -	$ 25,259.04	$ 26,424.93	$ (430.75)
Bosworth,Amanda Grace	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	61%	$ 44,884.66	$ 35.59	$ 34.39	1104.00	84.00	57.12%	104.00	59.40	$ 2,042.77	$ 40,855.32	3.5%	$ 1,429.94	$ 42,285.26	$ 44,328.03	$ (556.63)
Bryant,Nikkie V	School Office Assistant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	80%	$ 38,399.71	$ 23.15	$ 22.05	1414.00	98.00	72.69%	120.00	87.23	$ 1,923.42	$ 33,339.60	5.0%	$ 1,666.98	$ 35,006.58	$ 36,930.00	$ (1,469.71)
Burnham, Jeffrey	Spec Ed Clsm Beh Interv Aide	NCCSE SELPA	PT 12 mo	76%	$ 30,232.11	$ 19.03	$ 19.03	1384.50	97.50	71.25%	104.00	74.10	$ 1,410.12	$ 28,202.46	0.0%	$ -	$ 28,202.46	$ 29,612.58	$ (619.53)
Carr,Mallory Nicole	Instructional Aide - VI	NCCSE SELPA	PT 12 mo	63%	$ 26,104.85	$ 19.98	$ 19.98	1140.00	90.00	59.13%	104.00	61.50	$ 1,228.77	$ 24,575.40	0.0%	$ -	$ 24,575.40	$ 25,804.17	$ (300.68)
Castro,Nelda L	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	69%	$ 31,050.89	$ 21.54	$ 19.49	1212.00	84.00	62.31%	176.00	109.67	$ 2,137.47	$ 25,259.04	10.5%	$ 2,652.20	$ 27,911.24	$ 30,048.71	$ (1,002.18)
Chapman,Christine A	Audiological Technician	East SELPA	PT 12 mo	92%	$ 43,457.14	$ 22.82	$ 22.05	1616.00	120.00	83.46%	176.00	146.89	$ 3,238.92	$ 38,278.80	3.5%	$ 1,339.76	$ 39,618.56	$ 42,857.48	$ (599.66)
Cole,Jessica Jean	Interpreter II - DHH	NCCSE SELPA	PT 12 mo	61%	$ 46,688.31	$ 37.03	$ 37.03	1104.00	84.00	57.12%	104.00	59.40	$ 2,199.58	$ 43,991.64	0.0%	$ -	$ 43,991.64	$ 46,191.22	$ (497.09)
Cotton,Karen	Instructional Aide - DHH	NCCSE SELPA	PT 12 mo	63%	$ 28,992.80	$ 22.08	$ 19.98	1104.00	84.00	57.12%	176.00	100.53	$ 2,008.59	$ 23,736.24	10.5%	$ 2,492.31	$ 26,228.55	$ 28,237.14	$ (755.66)
Couch,Priscilla Erika	Instructional Aide - DHH	South SELPA	PT 12 mo	62%	$ 28,748.75	$ 22.38	$ 19.98	1080.00	84.00	55.96%	176.00	98.49	$ 1,967.83	$ 23,256.72	12.0%	$ 2,790.81	$ 26,047.53	$ 28,015.36	$ (733.39)
Daligcon,Doreen H	Spec Ed Clsrm Beh Interv Aide	NCCSE SELPA	PT 12 mo	77%	$ 32,034.75	$ 19.98	$ 19.98	1384.50	97.50	71.25%	120.00	85.50	$ 1,708.29	$ 29,610.36	0.0%	$ -	$ 29,610.36	$ 31,318.65	$ (716.10)
Dojaquez,Maria Irma	Program Secretary	Spec Ed Oper.-HOPE Infant	PT 12 mo	90%	$ 44,240.88	$ 23.73	$ 22.60	1600.00	120.00	82.69%	144.00	119.07	$ 2,690.98	$ 38,872.00	5.0%	$ 1,943.60	$ 40,815.60	$ 43,506.58	$ (734.30)
Enriquez,Manuel Iran	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	66%	$ 23,194.87	$ 16.84	$ 16.04	1212.00	84.00	62.31%	96.00	59.82	$ 959.51	$ 20,787.84	5.0%	$ 1,039.39	$ 21,827.23	$ 22,786.74	$ (408.13)
Flores,Maria R	Spec Ed Clsrm Beh Interv Aide	NCCSE SELPA	PT 12 mo	77%	$ 32,142.79	$ 19.98	$ 19.98	1384.50	97.50	71.25%	144.00	102.60	$ 2,049.95	$ 29,610.36	0.0%	$ -	$ 29,610.36	$ 31,660.31	$ (482.48)
Frey,Rena A	Speech Language Pathology Asst	NCCSE SELPA	PT 12 mo	84%	$ 51,929.21	$ 29.64	$ 29.64	1520.00	112.00	78.46%	120.00	94.15	$ 2,790.61	$ 48,372.48	0.0%	$ -	$ 48,372.48	$ 51,163.09	$ (766.12)
Gonzalez,Ruth Aurora	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	PT 12 mo	83%	$ 30,707.48	$ 17.69	$ 16.85	1520.00	120.00	78.85%	96.00	75.70	$ 1,275.55	$ 27,634.00	5.0%	$ 1,381.70	$ 29,015.70	$ 30,291.25	$ (416.23)
Goodman,Valerie L	Instructional Aide - DHH	NCCSE SELPA	PT 12 mo	63%	$ 28,992.80	$ 22.08	$ 19.98	1104.00	84.00	57.12%	176.00	100.53	$ 2,008.59	$ 23,736.24	10.5%	$ 2,492.31	$ 26,228.55	$ 28,237.14	$ (755.66)
Green,Kara Lynn	Instructional Aide - DHH	NCCSE SELPA	PT 12 mo	61%	$ 26,308.87	$ 20.68	$ 19.98	1104.00	84.00	57.12%	120.00	68.54	$ 1,369.43	$ 23,736.24	3.5%	$ 830.77	$ 24,567.01	$ 25,936.44	$ (372.43)
Hall,Kathryn Fern	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	61%	$ 43,359.67	$ 34.39	$ 34.39	1104.00	84.00	57.12%	104.00	59.40	$ 2,042.77	$ 40,855.32	0.0%	$ -	$ 40,855.32	$ 42,898.09	$ (461.58)
Hamilton,Rebecca Marie	Instructional Aide - DHH	South SELPA	PT 12 mo	67%	$ 33,092.24	$ 23.77	$ 19.98	1170.00	91.00	60.63%	176.00	106.71	$ 2,132.07	$ 25,194.78	19.0%	$ 4,787.01	$ 29,981.79	$ 32,113.86	$ (978.38)
Harrison,Trish L	Spec Ed Clsrm Beh Interv Aide	NCCSE SELPA	PT 12 mo	76%	$ 30,129.21	$ 19.03	$ 19.03	1384.50	97.50	71.25%	104.00	74.10	$ 1,410.12	$ 28,202.46	0.0%	$ -	$ 28,202.46	$ 29,612.58	$ (516.63)
Heitchew,Kimberly Cojocari	Instructional Aide - DHH	NCCSE SELPA	PT 12 mo	61%	$ 25,543.86	$ 19.98	$ 19.98	1104.00	84.00	57.12%	144.00	82.25	$ 1,643.36	$ 23,736.24	0.0%	$ -	$ 23,736.24	$ 25,379.60	$ (164.26)
Henze,Jeanne P.	Interpreter II - DHH	NCCSE SELPA	PT 12 mo	63%	$ 54,635.61	$ 41.60	$ 38.88	1104.00	84.00	57.12%	176.00	100.53	$ 3,908.61	$ 46,189.44	7.0%	$ 3,233.26	$ 49,422.70	$ 53,331.31	$ (1,304.30)
Hernandez,Melissa	Interpreter I - DHH	South SELPA	PT 12 mo	62%	$ 51,253.89	$ 39.90	$ 36.11	1080.00	84.00	55.96%	176.00	98.49	$ 3,556.47	$ 42,032.04	10.5%	$ 4,413.36	$ 46,445.40	$ 50,001.87	$ (1,252.02)
Hirshon, Jessica	Spec Ed Clsrm Beh Interv Aide	NCCSE SELPA	PT 12 mo	76%	$ 31,594.27	$ 19.98	$ 19.98	1384.50	97.50	71.25%	96.00	68.40	$ 1,366.63	$ 29,610.36	0.0%	$ -	$ 29,610.36	$ 30,976.99	$ (617.28)
Ibarra,Eva J	Instructional Aide - DHH	South SELPA	PT 12 mo	60%	$ 24,745.88	$ 19.98	$ 19.03	1080.00	84.00	55.96%	110.72	61.96	$ 1,179.10	$ 22,150.92	5.0%	$ 1,107.55	$ 23,258.47	$ 24,437.57	$ (308.31)
Jones,Holly Elizabeth	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	63%	$ 50,739.44	$ 38.63	$ 36.11	1104.00	84.00	57.12%	176.00	100.53	$ 3,630.14	$ 42,898.68	7.0%	$ 3,002.91	$ 45,901.59	$ 49,531.73	$ (1,207.71)
Jones,Krystal Elaine	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	62%	$ 48,209.14	$ 37.37	$ 36.11	1104.00	84.00	57.12%	144.00	82.25	$ 2,970.05	$ 42,898.68	3.5%	$ 1,501.45	$ 44,400.13	$ 47,370.18	$ (838.96)
Kauffman,Elizabeth Marie	Spec Ed Clsrm Beh Interv Aide	NCCSE SELPA	PT 12 mo	77%	$ 32,034.75	$ 19.98	$ 19.98	1384.50	97.50	71.25%	120.00	85.50	$ 1,708.29	$ 29,610.36	0.0%	$ -	$ 29,610.36	$ 31,318.65	$ (716.10)
Kelinske,Martha	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	PT 12 mo	85%	$ 37,848.78	$ 21.50	$ 20.48	1520.00	120.00	78.85%	120.00	94.62	$ 1,937.82	$ 33,587.20	5.0%	$ 1,679.36	$ 35,266.56	$ 37,204.38	$ (644.40)
Kendall,Lori Colleen	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	61%	$ 45,940.51	$ 36.11	$ 36.11	1104.00	84.00	57.12%	120.00	68.54	$ 2,474.98	$ 42,898.68	0.0%	$ -	$ 42,898.68	$ 45,373.66	$ (566.85)
Kordyak,Danielle Marie-Nunes	Instructional Aide - DHH	East SELPA	PT 12 mo	64%	$ 26,936.49	$ 20.36	$ 19.03	1152.00	90.00	59.71%	120.00	71.65	$ 1,363.50	$ 23,635.26	7.0%	$ 1,654.47	$ 25,289.73	$ 26,653.23	$ (283.26)
Lane,Penny Anna	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	61%	$ 45,948.02	$ 36.11	$ 36.11	1104.00	84.00	57.12%	120.00	68.54	$ 2,474.98	$ 42,898.68	0.0%	$ -	$ 42,898.68	$ 45,373.66	$ (574.36)
Lichtenberger,Kimberly Nicole	Speech Language Pathology Asst	NCCSE SELPA	PT 12 mo	87%	$ 53,594.00	$ 29.64	$ 29.64	1576.00	112.00	81.15%	120.00	97.38	$ 2,886.34	$ 50,032.32	0.0%	$ -	$ 50,032.32	$ 52,918.66	$ (675.34)
Madden,Michele G	Instructional Aide - DHH	South SELPA	PT 12 mo	62%	$ 28,363.72	$ 22.08	$ 19.98	1080.00	84.00	55.96%	176.00	98.49	$ 1,967.83	$ 23,256.72	10.5%	$ 2,441.96	$ 25,698.68	$ 27,666.51	$ (697.21)
Maness,Therese M	Instructional Aide - DHH	South SELPA	PT 12 mo	62%	$ 29,647.15	$ 23.08	$ 19.98	1080.00	84.00	55.96%	176.00	98.49	$ 1,967.83	$ 23,256.72	15.5%	$ 3,604.79	$ 26,861.51	$ 28,829.34	$ (817.81)
Matsubara,Colleen Yukiye	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	63%	$ 55,718.54	$ 42.43	$ 36.11	1104.00	84.00	57.12%	176.00	100.53	$ 3,630.14	$ 42,898.68	17.5%	$ 7,507.27	$ 50,405.95	$ 54,036.09	$ (1,682.45)
Mendyk,Michele Lorine	Interpreter I - DHH	South SELPA	PT 12 mo	62%	$ 51,253.89	$ 39.90	$ 36.11	1080.00	84.00	55.96%	176.00	98.49	$ 3,556.47	$ 42,032.04	10.5%	$ 4,413.36	$ 46,445.40	$ 50,001.87	$ (1,252.02)
Mercado,Teresa Elia	School Office Assistant	South SELPA	PT 12 mo	88%	$ 42,420.75	$ 23.15	$ 22.05	1616.00	112.00	83.08%	104.00	86.40	$ 1,905.12	$ 38,102.40	5.0%	$ 1,905.12	$ 40,007.52	$ 41,912.64	$ (508.11)
Monasi,Rosamaria Teresa	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	PT 12 mo	90%	$ 41,421.08	$ 22.22	$ 20.48	1600.00	120.00	82.69%	144.00	119.07	$ 2,438.55	$ 35,225.60	8.5%	$ 2,994.18	$ 38,219.78	$ 40,658.33	$ (762.75)
Moya,Rosa Maria	Instructional Aide - DHH	South SELPA	PT 12 mo	60%	$ 24,874.82	$ 19.98	$ 19.98	1080.00	84.00	55.96%	120.00	67.15	$ 1,341.66	$ 23,256.72	0.0%	$ -	$ 23,256.72	$ 24,598.38	$ (276.44)
Musser,Shiela Sue	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	93%	$ 80,402.98	$ 41.70	$ 36.11	1640.00	112.00	84.23%	176.00	148.24	$ 5,352.95	$ 63,264.72	15.5%	$ 9,806.03	$ 73,070.75	$ 78,423.70	$ (1,979.28)
Najera, Viviana	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	66%	$ 23,197.91	$ 16.84	$ 16.84	1212.00	84.00	62.31%	96.00	59.82	$ 1,007.37	$ 21,824.64	0.0%	$ -	$ 21,824.64	$ 22,832.01	$ (365.90)
Najera,Juana Isabel	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	69%	$ 30,176.56	$ 21.15	$ 19.49	1212.00	84.00	62.31%	176.00	109.67	$ 2,137.47	$ 25,259.04	8.5%	$ 2,147.02	$ 27,406.06	$ 29,543.53	$ (633.03)
Nakamura,Jaqueline Y	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	PT 12 mo	83%	$ 30,707.48	$ 17.69	$ 16.85	1520.00	120.00	78.85%	96.00	75.70	$ 1,275.55	$ 27,634.00	5.0%	$ 1,381.70	$ 29,015.70	$ 30,291.25	$ (416.23)
Navarro,Elvira	Instructional Aide - DHH	South SELPA	PT 12 mo	59%	$ 24,646.27	$ 19.98	$ 19.98	1080.00	84.00	55.96%	104.00	58.20	$ 1,162.84	$ 23,256.72	0.0%	$ -	$ 23,256.72	$ 24,419.56	$ (226.71)
Orr,Anna	Speech Language Pathology Asst	NCCSE SELPA	PT 12 mo	59%	$ 34,822.15	$ 28.23	$ 28.23	1080.00	84.00	55.96%	104.00	58.20	$ 1,642.99	$ 32,859.72	0.0%	$ -	$ 32,859.72	$ 34,502.71	$ (319.44)
Oviedo,Dolores	Speech Language Pathology Asst	NCCSE SELPA	PT 12 mo	63%	$ 40,319.62	$ 30.68	$ 29.64	1140.00	84.00	58.85%	120.00	70.62	$ 2,093.18	$ 36,279.36	3.5%	$ 1,269.78	$ 37,549.14	$ 39,642.32	$ (677.30)
Piza,Isabel	Early Child Parent&Fam Liaison	Sped Early Ed.-Sdcoe Prgms	PT 12 mo	79%	$ 39,905.18	$ 24.37	$ 24.37	1440.00	112.00	74.62%	96.00	71.64	$ 1,745.87	$ 37,822.24	0.0%	$ -	$ 37,822.24	$ 39,568.11	$ (337.07)
Ramirez,Mary A	Instructional Aide - VI	NCCSE SELPA	PT 12 mo	63%	$ 26,254.45	$ 19.98	$ 19.98	1140.00	84.00	58.85%	120.00	70.62	$ 1,410.99	$ 24,455.52	0.0%	$ -	$ 24,455.52	$ 25,866.51	$ (387.94)
Robles,Simplicia S	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	67%	$ 27,228.68	$ 19.49	$ 19.49	1212.00	84.00	62.31%	120.00	74.77	$ 1,457.27	$ 25,259.04	0.0%	$ -	$ 25,259.04	$ 26,716.31	$ (512.37)
Rosses,Darlin	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	66%	$ 26,855.68	$ 19.49	$ 19.49	1212.00	84.00	62.31%	96.00	59.82	$ 1,165.89	$ 25,259.04	0.0%	$ -	$ 25,259.04	$ 26,424.93	$ (430.75)
Scarborough, Charles	Work Readiness AsstII - Sp Ed	NCCSE SELPA	PT 12 mo	53%	$ 25,652.63	$ 23.16	$ 23.16	965.25	87.75	50.63%	120.00	60.76	$ 1,407.20	$ 24,387.48	0.0%	$ -	$ 24,387.48	$ 25,794.68	$ 142.05
Schnitta,Lydia	Speech Language Pathology Asst	NCCSE SELPA	PT 12 mo	63%	$ 38,949.99	$ 29.64	$ 29.64	1140.00	84.00	58.85%	120.00	70.62	$ 2,093.18	$ 36,279.36	0.0%	$ -	$ 36,279.36	$ 38,372.54	$ (577.45)
Short,Peter J	Interpreter II - DHH	NCCSE SELPA	PT 12 mo	61%	$ 48,991.05	$ 38.88	$ 38.88	1104.00	84.00	57.12%	102.72	58.67	$ 2,281.09	$ 46,189.44	0.0%	$ -	$ 46,189.44	$ 48,470.53	$ (520.52)
Sullivan,Kathleen A	Instructional Aide - DHH	NCCSE SELPA	PT 12 mo	63%	$ 29,911.12	$ 22.78	$ 19.98	1104.00	84.00	57.12%	176.00	100.53	$ 2,008.59	$ 23,736.24	14.0%	$ 3,323.07	$ 27,059.31	$ 29,067.90	$ (843.22)
Swed,Amanda Kathleen	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	61%	$ 45,948.02	$ 36.11	$ 36.11	1104.00	84.00	57.12%	120.00	68.54	$ 2,474.98	$ 42,898.68	0.0%	$ -	$ 42,898.68	$ 45,373.66	$ (574.36)
Udarbe,Fely Malonzo	Student Attendant	Spec Ed Oper.-Sdcoe Prgms	PT 12 mo	69%	$ 28,827.90	$ 20.17	$ 19.49	1212.00	84.00	62.31%	160.00	99.70	$ 1,943.15	$ 25,259.04	3.5%	$ 884.07	$ 26,143.11	$ 28,086.26	$ (741.64)
Watson,Dorea L	Interpreter I - DHH	NCCSE SELPA	PT 12 mo	63%	$ 55,718.54	$ 42.43	$ 36.11	1104.00	84.00	57.12%	176.00	100.53	$ 3,630.14	$ 42,898.68	17.5%	$ 7,507.27	$ 50,405.95	$ 54,036.09	$ (1,682.45)
White,Sheryl Ann	Interpreter I - DHH	South SELPA	PT 12 mo	59%	$ 44,536.08	$ 36.11	$ 36.11	1080.00	84.00	55.96%	104.00	58.20	$ 2,101.60	$ 42,032.04	0.0%	$ -	$ 42,032.04	$ 44,133.64	$ (402.44)
																			$ (46,313.75)

APPENDIX G: HOPE INFANT VACATION MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

San Diego County Office of Education
And
California School Employees Association, Chapter 568, AFL-CIO

The SDCOE has informed CSEA that budgetary constraints require that staffing adjustments be made in the HOPE Infant Family Support Program. In order to avoid staff reductions, the SDCOE must reduce the work year of staff in the program. SDCOE management staff has engaged in a collaborative process with all levels of staff to develop a budget and work plan for future operation of the program.

This will confirm the understanding between the parties as discussed in meetings between CSEA and SDCOE regarding the reduction in work year for classified bargaining unit employees in the HOPE Infant Family Support Program and the impacts and effects of the planned reduction on bargaining unit members.

1. Effective July 1, 2002, the work year for bargaining unit members in HOPE Infant Instructional Support positions and incumbents will be reduced to a minimum of the 1520 hours (the equivalent of 190 days at 8 hours per day) plus holidays and vacation.

2. Unit members in such positions will work with the HOPE Director to develop work schedules within the 200-day program year. The number of hours per day/days per week may vary for each unit member with the total hours worked to be no fewer than 1520 plus vacation and holidays.

3. Full-year vacation accrual and retirement service credit will be granted unless a unit member works (including vacation and holidays) fewer than the minimum hours required by PERS, currently 1720.

4. Additional work that may result from contracts with other agencies will first be made available to qualified unit members.

5. Vacation for HOPE Infant Office/Program Support (Secretarial Clerical Staff) unit members will be scheduled during program recess periods and in accordance with provision of the CSEA collective bargaining agreement.

6. Reduction in the assigned work year for HOPE Infant Office Support (Secretarial/Clerical Staff) positions will be implemented July 1, 2002 by attrition and if necessary, July 1, 2003 for incumbents. The work year for Office Program Support Staff will range from 190-225 days depending upon the job-class and the program needs. Provisions of paragraph 3 above will apply to Office/Program Support Staff employees working a reduced work year.

FOR SDCOE:

5/14/02
Michele Fort-Merrill — Date
Director, Human Resources Services

FOR CSEA:

5/14/02
Keith Hildreth, Chapter President — Date

5/14/02
Douglas Crooks, Labor Relations Representative — Date

CSEA HOPE MOU 2002

Employee Name	Position Description	Dept. Description	Hope Position Effective Date
Holden,Christina R	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	9/17/1984
Porras,Amelia G	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	10/27/1993
Cameron,Gina Natalie	Physical Therapist	Spec Ed Oper.-HOPE Infant	11/23/1993
Clayton,Carolyn A.	Occupational Therapist	Spec Ed Oper.-HOPE Infant	3/27/1995
Austin,Cynthia K	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	3/3/1997
Baker,Barbara Lee	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	3/3/1997
Lariccia,Charlotte	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	3/3/1997
Templeton,Jenny F	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	3/3/1997
Widman, Julia	Spec Ed Resource Asst-HOPE	Spec Ed Oper.-HOPE Infant	9/1/1997
Flores,Irene Noemi	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	8/24/1998
De La Rosa, Betsy	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	8/24/1998
Gamez,Kimberly F	Occupational Therapist	Spec Ed Oper.-HOPE Infant	1/10/2000
Wiltfong,Sandra Lee	Early Intervention Assistant	Spec Ed Oper.-HOPE Infant	2/1/2000
Barnes,Kimberly Anne	Physical Therapist	Spec Ed Oper.-HOPE Infant	5/30/2000

7/1/2015

California School Employees Associations and Its San Diego County Office of Education Chapter 568 and the San Diego County Office of Education Memorandum of Understanding

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the San Diego County Office of Education (hereinafter, "District") and the California School Employees Association and its SDCOE Chapter 568 (hereinafter, "CSEA").

The parties have met, discussed and reached agreement to the following, in reference to Executive Order No. 003-2017-2018:

1) The parties agree to comply with all applicable laws, Collective Bargaining Agreement provisions and Merit System Rules and Regulations as they relate to layoff and reemployment rights.
2) Extra work hours in the Extended School Year (ESY) available for the 2017/2018 will be awarded in the following order.
    a. On the basis of seniority in classification
    b. Consideration may be given for operational needs
3) Hours worked on timesheets will be credited with appropriate sick leave accruals and vacation accruals.
4) Employees may utilize up to two (2) days of sick leave during ESY, in accordance with Article XIII-Leave of the Collective Bargaining Unit.
5) The parties agree to meet and review applicable Average Daily Attendance data, as it pertains to the restoration of hours for the North County Academy positions at the following periods.
    a. November 2018 and March 2019
6) The Parties agree that this Memorandum of Understanding constitutes full and complete negotiations of the demand to bargain the impacts and effects / reduction of positions dated April 13, 2018.

Signed this 6th day of June 2018.

CSEA

6/6/18

Keith Hildreth- CSEA 568 President

6/6/18

Edmundo Garcia- CSEA LRR

SDCOE

6/6/18

Chris Reising- Executive Director of HR

MEMORANDUM OF UNDERSTANDING
Between the
San Diego County Office of Education
and the
California School Employees Association and its
Chapter 568

This Memorandum of Understanding ("MOU") is entered by and between the San Diego County Office of Education ("County Office") and the California School Employees Association and its Chapter 568 ("CSEA"), collectively referred to as "the Parties". The Parties have met, discussed, and reached the following agreement in reference to the reportability of longevity wages to CalPERS for past, current, and future County Office employees.

The Parties recognize that:

- Longevity wages represent an important benefit to past, current, and future County Office employees by recognizing that long-term, valued employees provide critical services and support on behalf of the County Office.
- The County Office received guidance from CalPERS on March 16, 2022 which states that longevity pay is not reportable as special compensation because the negotiated agreement with CSEA ties receipt of longevity to performance metrics.
- Article XV-Salary, Section 15.11.A of the negotiated agreement between SDCOE and CSEA currently states that "An employee must have received an overall average rating of "Standard" or above for the last three annual reviews" to receive a longevity stipend.
- It has been and continues to be the intent of the County Office and CSEA that longevity be considered reportable compensation for its past, current, and future employees.
- To restore the reportability of longevity compensation, CalPERS advises that the County Office and CSEA remove reference to the performance metric.
- Both parties have a vested interest in resolving this issue to ensure the reportability of longevity compensation.

The Parties therefore agree:

1. At the next regular collective bargaining cycle, the performance metric language will be removed from the collective bargaining agreement.
2. This MOU supersedes any contrary language regarding performance metrics as they relate to longevity compensation in Article XV-Salary of the collective bargaining agreements from July 1, 2017 to the present.

For SDCOE:

5/2/2022

Dr. Bobbi Burkett — Date

Executive Director, Human Resource Services

5/2/2022

Dr. Yolanda Rogers — Date

Assistant Superintendent, Human Resource Services

For CSEA and its Chapter 568:

5/3/2022

Keith Hildreth — Date

President

5/4/2022

Date

CSEA Labor Relations Representative

san diego county office of
EDUCATION
FUTURE WITHOUT BOUNDARIES

MEMORANDUM OF UNDERSTANDING

Between the
California School Employees Association and its
San Diego County Office of Education Chapter 568
and the
San Diego County Office of Education

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the San Diego County Office of Education (hereinafter, "District") and the California School Employees Association and its SDCOE Chapter 568 (hereinafter, "CSEA").

The parties have met, discussed and reached agreement to the following in reference to employee benefits:

1) The District agrees to increase the classified support salary schedule by .3%.

2) This increase to the classified support salary schedule is to equalize the cost of benefits between classified support and management.

3) The .3% increase to the classified support salary schedule, related to this issue, will be effective July 1, 2022.

4) The parties agree that this MOU constitutes the full and complete negotiations and resolution of the claim regarding this benefits cost equalization dispute between the parties.

For the Association:

Keith Hildreth – CSEA Ch. 568, President

Date: 7/13/22

7/18/22
2 BM

For the SDCOE:

Yolanda Rogers, SDCOE Asst. Supt. Human Resources

Date: 7/13/22



MEMORANDUM OF UNDERSTANDING

Between the
California School Employees Association and its SDCOE Chapter 568
and the
San Diego County Office of Education

Retiree Medical Contribution of Plus One

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the San Diego County Office of Education (hereinafter, **"District")** and the California School Employees Association and its SDCOE Chapter 568 (hereinafter, **"CSEA"),** collectively referred to as **"the Parties,"** that the Parties having met and negotiated to agree to the following concerning impacts and effects bargaining of unit member benefits.

This MOU is addressing two different interests. The first is formalizing the addition of a plus one to retiree medical plan and life insurance plan(s) only. The second is returning the contributions to come into compliance with language in the collective bargaining agreement (section 16.6).

16.6 The County Office shall continue the current contribution towards the purchase on behalf of eligible retirees of health (medical plan and life insurance plan only) insurance benefits provided to then-current unit members as they may be granted, increased, reduced, modified, or abolished from time to time. The amount contributed by the County Office toward such purchase shall not exceed the amount being contributed by the County Office toward purchase of benefits for then-current unit members, as that amount may vary from year to year. An eligible unit member is one who is fully retired and receiving benefits under the provisions of PERS or STRS and who meets one of the following criteria:

A. The unit member is at least 55 years of age and has served the County Office in a benefits-eligible position for at least ten (10) years;

OR

The unit member is at least 50 years of age and has served the County Office in a benefits-eligible position for at least thirty (30) years.

B. This contribution shall cease as of the first day of the month following the unit **member's eligibility for Medicare or** at the beginning of any month in which the unit member becomes eligible for alternative medical coverage with the exception of Medicare.

C **Unit members whose retirement date is effective on or after July 1, 2025 are also eligible for +1 medical benefits provided the eligibility criteria defined below are met. Unit Members who are eligible for medical benefits or +1 medical benefits will be billed for the contribution in excess of the premium cap upon ratification of this agreement. Individuals who retired between July 1, 2025 and June 30, 2026 shall have the right to select which contribution model they shall use for their retirement coverage. Plans are not eligible to be changed until annual open enrollment or qualifying life event.**

Example (New):

Based on United Health Care for 2026	June 30, 2025 (or before)	July 1, 2025 (or after)	Difference
Retiree Only	$0	$216	+$216
Retiree +1	$991	$216	-$775
Retiree +Family	$1800	$1000	-$800

Example is based on soft numbers, and do not reflect the 100% accurate numbers.

This agreement is not precedent setting and shall not constitute any form of past practice. This agreement finalizes all impacts and effects related to retiree contributions. This agreement shall follow each parties internal approval process.

For SDCOE:

Donald Ogden
Donald Ogden (Jan 27, 2026 13:19:06 PST)

01/27/2026

Dr. Donald Ogden, Assistant Superintendent Human Resource Services — Date

For CSEA:

Katherine LM Andersen
Katherine LM Andersen (Jan 27, 2026 14:21:07 PST)

Katie Andersen, Chapter President — Date

Kimberly Garcia
Kimberly Garcia (Jan 27, 2026 14:01:05 PST)

01/27/2026

Kimberly Garcia, 1st Vice President — Date

Judy Butterfield
Judy Butterfield (Jan 27, 2026 15:32:56 PST)

01/27/2026

Judy Butterfield, Secretary, Retired — Date

Ariana Rangel
Ariana Rangel (Jan 28, 2026 08:35:54 PST)

01/28/2026

Ariana Rangel, Treasurer, Communications — Date

Fabby Castellon
Fabby Castellon (Jan 27, 2026 13:43:11 PST)

01/27/2026

Fabby Castellon, Communications Officer — Date

Javier Archuleta — 01/27/2026
Javier Archuleta (Jan 27, 2026 15:11:49 PST)
Javier Archuleta, Date
3rd Vice President

Nianza Thompson — 01/27/2026
Nianza Thompson (Jan 27, 2026 14:34:55 PST)
Nianza Thompson, Date
Member at Large

01/27/2026
Kyler Miller (Jan 27, 2026 14:14:06 PST)
Kyler Miller, Date
Labor Relations Representative

Ratified on Feb. 11, 2026



MEMORANDUM OF UNDERSTANDING

Between the

California School Employees Association and its

San Diego County Office of Education Chapter 568

and the

San Diego County Office of Education

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the San Diego County Office of Education (hereinafter, "District") and the California School Employees Association and its SDCOE Chapter 568 (hereinafter, "CSEA"), collectively referred to as "the Parties," that the Parties having met and negotiated to agree to the following pending the CSEA 610 process and member ratification:

The Parties agree to revise the following Articles:

- Article 15.1 - Regular Rate of Pay
- Article 16.2 A. - Employer Contribution – Medical Insurance
- Article 10.15 - Work Year Adjustment

Article XV: SALARY

This is being accomplished in order to align the modification in pay with CALPERS requirements.

Current:

15.1 Regular Rate of Pay

D. Classified unit members shall receive three percent (3%) increase on-schedule, effective July 1, 2026 and a two percent (2%) increase on-schedule, effective January 1, 2027. This increase is for the 2026-2027 school year.

New: (This language will replace 15.1 Regular Rate of Pay)

15.1 Regular Rate of Pay

D. Classified unit members shall receive three percent (3%) increase on-schedule, effective July 1, 2026 and an additional two percent (2%) increase on-schedule will be accelerated and applied effective July 1, 2026. This increase is for the 2026-2027 school year and the application of this increase has a compounded impact of 5.06%.

A timeline for updates to payroll will be provided after ratification of this MOU.

ARTICLE XVI: BENEFITS

Article 16.2 A. - Employer Contribution – Medical Insurance

Current:

Beginning benefit year 2026, the County Office shall contribute a maximum annual amount of $22,900.33 towards the cost of the medical insurance plan elected by the unit member. If the Kaiser rate increase does not exceed this maximum annual contribution (cap), the County Office maximum contribution will not be increased, however, the County Office will increase its share of the Kaiser weighted average up to the maximum annual contribution above. Premium cost share by the unit member shall be no less than $216.30 per month for 12-month employees who are Kaiser plan members and unit members enrolled in other plans as employee only. Premium costs share by the unit member shall be no less than $259.56 per month for 10-month and 11-month employees who are Kaiser plan members and unit members enrolled in other plans as employees only.

New:

Beginning benefit year 2027, the County Office shall contribute a maximum annual amount of $24,029.43 towards the cost of the medical insurance plan elected by the unit member. If the Kaiser rate increase does not exceed this maximum annual contribution (cap), the County Office maximum contribution will not be increased, however, the County Office will increase its share of the Kaiser weighted average up to the maximum annual contribution above. Premium cost share by the unit member shall be no less than $216.30 per month for 12-month employees who are Kaiser plan members and unit members enrolled in other plans as employee only. Premium costs share by the unit member shall be no less than $259.56 per month for 10-month and 11-month employees who are Kaiser plan members and unit members enrolled in other plans as employees only.

ARTICLE X: HOURS OF EMPLOYMENT

Article 10.15 Work Year Adjustment

The Parties agree to revise Article 10.15 to clarify "Floater Days" provided based on the applicable work year and assigned work calendar.

The Parties agree to revise Article 10.15.D to clarify and streamline the approval process for "Floater Day" requests.

Current:

A. For the 2026-2027 work-year:
    a. Unit members who work 260 days per year shall work as planned for the 260 workday calendar.
    b. Unit members who are assigned a less than 260-day calendar will be provided one (1) "Floater Holiday."

B. Beginning in the 2027-2028 school year:
    a. Unit members who work 260 days per year shall be provided two (2) "Floater Holidays" annually.
    b. Unit members who work less than the 260-day calendar will be provided one (1) "Floater Holiday" annually.

C. A "Floater Holiday" is only for the school year provided and will be forfeited with no cash value if not used by June 30 of the school year granted.

D. A "Floater Holiday" shall be approved in the same manner as vacation per Article XII: 12.F or included in the submission of the unit member's annual calendar.

Note: This is bargained in lieu of "Farmworkers' Day"

New: (This language will replace 10.15 Work Year Adjustment)

A. 2026–2027 School Year (Effective July 1, 2026)
    1. Unit members assigned to a 260-day work calendar shall work as scheduled under the 260-day calendar. No Floater Day(s) will be provided.
    2. Unit members assigned to a work calendar of fewer than 260-days shall be provided one (1) Floater Day.

B. Beginning with the 2027–2028 School Year (Effective July 1, 2027)
    1. Unit members assigned to a 260-day work calendar shall be provided two (2) Floater Days.
    2. Unit members assigned to a work calendar of fewer than 260-days shall be provided one (1) Floater Day.

C. Use and Forfeiture

A "Floater Day" is allocated only for the school year in which it is provided and will be forfeited, with no cash value, if not used by June 30 of that school year.

D. Approval

A "Floater Day" shall be approved in the same manner pursuant to Article XII, Section 12(F).

For SDCOE:

Gloria E. Ciriza, Ed.D.
County Superintendent of Schools

9/29/2026
Date

Donald Ogden
Donald Ogden (Sep 25, 2026 12:04:44 PDT)

Donald Ogden, Ed.D.
Assistant Superintendent
Human Resource Services

Date

For CSEA:

Katherine Andersen
Katherine Andersen (Sep 25, 2026 12:33:50 PDT)

Katie Andersen,
Chapter President

09/25/2026
Date

Kimberly Garcia
Kimberly Garcia (Sep 25, 2026 13:21:10 PDT)

Kimberly Garcia,
1st Vice President

09/25/2026
Date

Judy Butterfield
Judy Butterfield (Sep 25, 2026 14:17:08 PDT)

Judy Butterfield,
Secretary, Retired

09/25/2026
Date

Ariana Rangel
Ariana Rangel (Sep 25, 2026 12:48:58 PDT)

Ariana Rangel,
Treasurer, Communications

09/25/2026
Date

Fabby Castellon
Fabby Castellon (Sep 25, 2026 13:10:57 PDT)

Fabby Castellon,
Communications Officer

09/25/2026
Date

Javier Archuleta
Javier Archuleta (Sep 28, 2026 11:41:57 PDT)

Javier Archuleta,
Legislative Committee
Member

09/25/2026
Date

Nianza Thompson
Nianza Thompson (Sep 25, 2026 13:58:52 PDT)

Nianza Thompson,
Member at Large

09/25/2026
Date

Daniela Rosales
Daniela Rosales (Sep 28, 2026 19:13:48 PDT)

Daniela Rosales,
Labor Relations
Representative

Sep 28, 2026
Date

Ratified on Oct. 15, 2026