



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

Classified Employee Unit Agreement

**By and Between the
Santa Cruz County Superintendent of Schools
and the
California School Employees Association, Chapter #484**

July 1, 2021 - June 30, 2024

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	3
1	RECOGNITION	6
2	TERM	7
3	COUNTY SUPERINTENDENT OF SCHOOLS RIGHTS	8
4	EMPLOYEE RIGHTS	9
5	ASSOCIATION RIGHTS	11
6	JOB STEWARDS	13
7	ORGANIZATIONAL SECURITY	14
8	PERFORMANCE REVIEW	15
9	HOURS AND OVERTIME	17
10	HOLIDAYS	20
11	PAY AND ALLOWANCES	22
12	HEALTH AND WELFARE BENEFITS	26
13	VACATION	28
14	LEAVES	31
15	ASSIGNMENT AND TRANSFER	44
16	RETIREMENT	47
17	LAYOFF AND RE-EMPLOYMENT	49
18	SAFETY	52
19	PROCEDURES FOR GRIEVANCES	54
20	HEALTH & WELFARE BENEFITS ADVISORY COMMITTEE	58
21	PROFESSIONAL GROWTH	59
22	FLEX TIME	64
23	COMPENSATION FOR TRAINING	65
24	COMPLETION OF AGREEMENT	66
25	COMMITMENT TO AGREEMENT	67
26	SAVINGS	68
	APPENDIX A	JOB CLASSIFICATIONS/RANGES
	APPENDIX B	CLASSIFIED SALARY SCHEDULE
	APPENDIX C	HEALTH and WELFARE BENEFITS
	APPENDIX D	
	APPENDIX E	SCHOOL CALENDAR
	APPENDIX F	GRIEVANCE FORM
	APPENDIX G	PERFORMANCE REVIEW FORMS
	APPENDIX H	CATASTROPHIC LEAVE BANK REQUEST FORM
	APPENDIX I	CATASTROPHIC LEAVE BANK DONATION
	APPENDIX J	FORM PROFESSIONAL GROWTH APPLICATION
	SIDE LETTER	AB 119 - NEW EMPLOYEE ORIENTATION
		AB 86 - COVID-19 STAFFING FOR SUMMER SESSION

PREAMBLE

THIS AGREEMENT, hereinafter referred to as the "Agreement" is entered into by and between the Santa Cruz County Superintendent of Schools hereinafter referred to as "County Superintendent," designated as the County Office of Education, and the California School Employees Association, Santa Cruz County Office of Education, Chapter #484, hereinafter referred to as "Association".

The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code and addresses all those subjects defined by Government Code Section 3543.2 to be within the scope of representation. In that, within the County Office of Education, a Merit System has been established, the parties recognize that the Personnel Commission of the Santa Cruz County Office of Education has the rule-making responsibility and authority as currently defined in Education Code Section 45261.

Preamble to the California School Employees Bargaining Unit Contract

The purpose of the Preamble is to give employees important information and clarification on items that are found within the contract and Merit Rules. **This is informational only and nothing in this preamble shall be grievable. It is not meant to take the place of any language found elsewhere in the Bargaining Unit Contract or Merit Rules of the Santa Cruz County Office of Education Personnel Commission.**

Becoming a permanent employee:

- Temporary Employees, who later become regular employees, are encouraged to look at purchasing "Service Prior to Membership" through CalPERS. It is to the employee's advantage to look at this option as quickly as feasible as this is the most cost efficient way to purchase this time versus later in their career. For additional information, please contact CalPERS.
- Temporary employees are entitled to earn sick leave pursuant to the Healthy Workplaces, Healthy Family Act of 2014. Any sick leave earned as a temporary employee will be added to your sick leave allotment upon becoming a regular employee.

Upon hire, promotion, or other changes in classification, employees will be evaluated at two (2) months, five (5) months, and annually thereafter. If an employee evaluation is not completed by the due date, a "Satisfactory Evaluation" for that period will be given to the employee. Representation by a CSEA Representative may be requested at any evaluation. **See Article 8 for additional information.**

Members who are newly hired, promoted, or in some cases change classification (from one Classification Family to another), must complete a six (6) month probationary period. During the probationary period, an employee may be dismissed due to "cause". The role of, and representation by, CSEA during the probationary employee dismissal process is limited. **See Merit Rule 6.102 for additional information.**

Sick and vacations balances will be credited to employees on July 1st of each year. Keep in mind that leave balances may not be accurately reflected on paycheck stubs and Digital Schools at that time. Additionally, leave balances typically are a month behind when printed on paycheck stubs. You may email the Santa Cruz County Office of Education benefits department if actual leave balances are needed. **See Article 14 for additional information.**

New Hire Meeting:

Newly hired members of CSEA will have access to a local Chapter Union Representative during their New Hire Orientation. During this meeting, the CSEA Representative will discuss, but is not limited to discussing:

- CSEA Member Benefits
- CSEA Meeting Times and Locations
- CSEA Executive Board Members
- Explanation of Union Dues

- Explanation of the Classified Evaluation Process
- Information on where to find the current local CSEA Chapter Contract

The California School Employees Association (CSEA) dues are 1.5% of monthly gross salary and are not to exceed the CSEA annual cap (currently \$472.50 per year). In addition, there is a local dues chapter assessment of \$2.00 per month. **See CSEA Chapter 484 Constitution and Bylaws for additional information.**

ARTICLE 1

RECOGNITION

- 1.1 The County Superintendent recognizes the Association as the exclusive representative for the employees in the Classified Unit.
- 1.2 The Classified Unit consists of those non-certificated employees assigned a permanent or probationary status, rendering service to the County Office of Education in positions within the recognized, appropriate unit. This recognized, appropriate unit shall include all positions within the classified service of the County Superintendent, excluding those positions which can lawfully be declared management, confidential and supervisory.
- 1.3 The bargaining unit may be expanded to other classes or otherwise altered by the mutual agreement of the County Superintendent and Association subject to the rules of PERB. Disputed cases may be submitted to the PERB either unilaterally or jointly for resolution.
- 1.4 This Agreement applies only to employees in the above described representation unit.

ARTICLE 2

TERM

- 2.1 The term of this Agreement shall commence on July 1, 2021 and terminate June 30, 2024, a total of three (3) years.
- 2.2 It is understood that any or all Articles of this Agreement may be reopened during the initial year of the term.
- 2.3 In years two and three of the duration of the contract term, negotiations may be reopened for the purpose of negotiating Article 11, Pay and Allowances, Article 12, Health and Welfare Benefits, and a maximum of two (2) additional articles per party.
- 2.4 During the term of this Agreement, any and all modifications shall be regulated by the provisions outlined in Article 24, Completion of Agreement.

ARTICLE 3

COUNTY SUPERINTENDENT OF SCHOOLS RIGHTS

- 3.1 All matters not specifically enumerated in this Agreement are reserved to the public school employer as provided by law.

ARTICLE 4

EMPLOYEE RIGHTS

- 4.1 The County Superintendent and the Association recognize the right of employees to form join and participate in lawful activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee organization activities.
- 4.2 The County Superintendent and Association agree that they shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Association activities.
- 4.3 To the extent prohibited by law, no employee shall be discriminated against because of race, religion, political affiliation, marital status, age, sex, or physical handicap.
- 4.4 Personnel Files
 - 4.4.1 The personnel file of each employee shall be maintained at the central administration office of the County Superintendent. No adverse action of any kind shall be taken against an employee based upon written materials which are not in the employee's personnel file.
 - 4.4.2 Materials in an employee's personnel file shall be available for the inspection of the employee, except that such material shall not include ratings, reports, or records which are: obtained prior to the employment of the employee; prepared by identifiable examination committee members; obtained in connection with a promotional examination.
 - 4.4.3 The employee shall have the right to inspect such material in the personnel file, except that listed above, upon request by appointment, providing such request and review are made when the employee is not required to render service to the County Office of Education.
 - 4.4.4 Employees shall be provided with copies of any derogatory written material five (5) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and prepare a written response to such material. The written response shall be attached to the material.
 - 4.4.5 Any person who places or prepares written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
 - 4.4.6 Employees have the option of requesting that the County Superintendent seal derogatory material contained in their personnel file two years after the entry of such material. Said seal shall only be broken at the direction of the County Superintendent after written notice has been sent to the employee.

- 4.5 An employee has the right to defend him/herself against any and all allegations made against them and be represented by counsel or CSEA representative.
- 4.5.1 A unit member may suspend a meeting, which in their opinion, is disciplinary in nature, to seek representation.

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1 The Association shall be allowed the use of County Superintendent facilities for necessary meetings when not otherwise in use. All policies and procedures regulating the use of facilities shall be followed.
- 5.2 The Association may utilize school equipment, not otherwise in use, which is normally available to staff within the employee's work areas. The Association shall supply all consumable materials used and shall reimburse the County Superintendent for any repairs or damage to the equipment used.
- 5.3 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. Bulletin boards purchased by the Association may be placed in each school building. Size and location of bulletin boards shall be as approved by the Superintendent or designee.
- 5.4 The Association may use the Santa Cruz County Office of Education communication service, including email, for communication related to unit business.
- 5.5 Representatives of the Association shall be permitted to transact Association business on school property during non-instructional time and not in the presence of students and in conformance with the regulations of the County Superintendent.
- 5.6 Informational Rights
 - 5.6.1 The right to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this Agreement and every year thereafter. The roster shall indicate the employee's present classification and primary job site.
 - 5.6.2 The right to receive, without charge upon request, information required by law or relating to the scope of negotiations which is relevant for the Association to fulfill its role as the exclusive representative of bargaining unit employees by this Agreement.
 - 5.6.3 The right to conduct orientation sessions about this Agreement and CSEA for bargaining unit employees within the first six (6) months of employment.
- 5.7 Release Time
 - 5.7.1 An employee elected or appointed to a state office of the California School Employees Association (CSEA) shall have the right of reasonable release time to conduct necessary state Association business.
 - 5.7.2 Association shall have a total of five (5) days of paid leave to utilize for professional conferences. Said individual or individuals shall be excused from duties upon two (2) days advance written notice to the Superintendent by the Association President. Association shall reimburse the County Office of Education for the cost of substitutes for the individual or individuals when substitutes are required and used by the office.

- 5.7.3 The right of release time for the Chapter President or designee to attend County Board and Personnel Commission meetings.
- 5.7.4 Unelected members of the Association may use Association Leave to attend any important organizational activity, but only if the following exist:
 - 5.7.4.1 The Association makes the request for the leave;
 - 5.7.4.2 The Association has authorized the use of leave for the organizational activity;
 - 5.7.4.3 The Association provided five days' notice for the requested leave;
 - 5.7.4.4 Participation is limited to a maximum of ten (10) percent per department with a minimum of one (1) unelected Unit members at any one time.
- 5.7.5 For Association Leave for unelected members, the Association must reimburse the employer for all compensation, including retirement contributions, paid to any Unit member on account of his/her use of Association leave and must do so within ten (10) days of the receipt of the County Office of Education's certification of payment to the Unit member.
- 5.7.6 Members of CSEA's negotiating team shall be entitled to meet, with sufficient notice, for an aggregate of sixty (60) employee hours during the year to prepare for negotiations in addition to the time actually spent in negotiations.

5.8 Duplication of Contract

- 5.8.1 Within thirty (30) days after the execution of this contract, the County Superintendent shall print or duplicate and provide without charge, fifteen (15) copies of this Agreement to Unit leadership and maintain the then current Agreement on the Santa Cruz County Office of Education website.

ARTICLE 6

JOB STEWARDS

- 6.1 The County Superintendent recognizes that the Association may elect to designate Job Stewards from among employees of the unit. It is agreed that the Association, in appointing such stewards, does so for the purpose of promoting an effective relationship between the parties to this Agreement by assisting in the settlement of problems at the lowest level of supervision.
- 6.2 The Association may designate the number and the method of selection of Job Stewards. The Association shall notify the County Superintendent, in writing, of the names of the Job Stewards and groups they represent. If a change is made, the County Superintendent shall be advised, in writing, of such change.
- 6.3 Job Stewards shall have the responsibility to assist in investigation, preparation, writing, and presentation of any grievance for the group they represent. A Job Steward shall notify his/her supervisor that they are leaving their normal work area and shall notify the supervisor of the grievant of his/her presence. A Job Steward shall be permitted to leave his/her work area during work hours at reasonable times in order to assist in processing a grievance. There will be no loss in compensation to the Job Steward. A Job Steward shall report to his/her supervisor upon return to normal duty.
- 6.4 A Job Steward shall be reasonable in performing his/her duties in order to provide minimum interruption to the duties and responsibilities of both the Job Steward and the grievant, as well as the functioning of their respective departments.

ARTICLE 7

ORGANIZATIONAL SECURITY

7.1 Membership Dues Deductions

The California School Employees Association 484 (CSEA) shall have the sole and exclusive right to receive the payroll deduction for regular membership dues. SCCOE shall deduct dues in accordance with the current CSEA dues schedule which CSEA shall provide to SCCOE and in compliance with this Article. SCCOE shall pay CSEA within fifteen (15) days of the deduction, all sums so deducted. SCCOE shall provide a listing of bargaining unit employees and dues deductions along with the payment. CSEA shall notify SCCOE of all employees who become members of CSEA and who are subject to dues deductions.

7.2 Membership Status and Information

- 7.2.1 SCCOE shall distribute CSEA supplied membership packets to new hires and will receive returned membership applications for collection by CSEA.
- 7.2.2 SCCOE shall refer all employee questions about CSEA membership or dues to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of CSEA before processing any revocation request.
- 7.2.3 SCCOE shall take reasonable steps to safeguard the privacy of bargaining unit members' personal information, including but not limited to Social Security numbers, personal addresses and personal phone numbers.
- 7.2.4 SCCOE shall not interfere with the terms of any agreement between CSEA and employees with regard to membership in CSEA, including but not limited to automatic renewal yearly unless a worker drops out during a specified window period.

7.3 Hold Harmless Provision

- 7.3.1 CSEA agrees to reimburse SCCOE, its officers or agent, for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality or compliance with the organizational security provisions of this Agreement providing SCCOE has given CSEA prompt notice.
- 7.3.2 CSEA shall defend and indemnify SCCOE for any claims arising from its compliance with this article for any claims made by an employee for deductions made in reliance on information provided by CSEA to the SCCOE to cancel or change membership dues authorization.
- 7.3.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 8

PERFORMANCE REVIEW

- 8.1 For the purpose of this article, “immediate supervisor” will be defined as the direct Supervisor, Manager, Director, Senior Director, Assistant Superintendent, Associate Superintendent, or Deputy Superintendent of the employee being evaluated.
- 8.2 All regular classified employees shall be evaluated by their immediate supervisors in accordance with the following schedule:
- 8.2.1 **Probationary employees** - At the end of the second and fifth months of service.
- 8.2.2 **Permanent employees** - Performance reviews are to be completed at least once each year during the month prior to the employee's anniversary date. Exceptions to this requirement are if either the employee and/or supervisor are unable to be present due to unexpected medical, personal, or other authorized leave.
- 8.2.3 **Special performance review** – A supervisor may at any time, with the approval of the responsible department head, issue to an employee a Notice of Commendation, a Notice of Unsatisfactory Service, or a Notice of Satisfactory Service. Such notices shall be made on prescribed forms and shall set forth, when required, specific reasons for recognition of outstanding, unsatisfactory, or satisfactory service by the employee. They shall be delivered to the employee personally by the supervisor. A copy of such notice shall be placed in the employee’s personnel record and shall be available for review in connections with promotional examinations.
- 8.2.4 **Employee initiated performance review** - Any permanent employee may request an additional performance review to be completed and placed in the personnel file. Such a performance review shall be completed within forty-five (45) days by the immediate supervisor following receipt of the request. Such performance reviews may not be requested within thirty (30) days of receipt of a previous performance review.
- 8.2.5 Employee may request CSEA representation at any performance review meeting.
- 8.2.6 Evaluations for off-site employees may be conducted at the work site or at the main Santa Cruz County Office of Education building, upon mutual agreement between the evaluator and the employee. The employee will receive compensation for evaluation meetings scheduled outside of their regularly scheduled work hours and reimbursed for mileage to attend meetings at a location other than their assigned work site.
- 8.3 Each immediate supervisor under whom the employee has served for sixty (60) working days or more during any rating period shall provide a performance review, even though the employee may have transferred.

8.4 Effect of Performance Reviews

- 8.4.1 A summary rating of "does not meet the requirements of the job" on a performance review for a probationary employee may be grounds for immediate dismissal.
- 8.4.2 An employee shall be eligible for a merit step increase unless the Classified Performance Review receives a summary rating that the "employee does not meet the requirements of the job."
- 8.4.3 If a supervisor fails to make a performance review at the proper time, the employee shall not be denied a merit increase determined by the employee's anniversary date.
- 8.4.4 Failure by the supervisor to provide a performance review to the employee in the above time frames will be considered a satisfactory performance review.

8.5 Procedure to be Followed

- 8.5.1 Performance review reports shall be made on forms prescribed by the Agreement (see Appendix G), and shall be written by the employee's immediate supervisor. The form shall be reviewed by the appropriate Assistant Superintendent or Divisional Director.
- 8.5.2 All performance reviews shall provide an opportunity for discussion between the employee and the reviewer.
- 8.5.3 The immediate supervisor shall present the performance review report to and discuss it with the employee. For classroom staff, the site teacher is strongly encouraged to participate in the process as much as they are able. The performance review form shall be signed by the employee to indicate receipt, and the employee shall be given a signed copy at the time of the review. When the employee is no longer supervised by the person preparing the performance review, it may be delivered by certified mail. The employee will have the right to review and respond to any comment and such responses shall be included in the employee's personnel file.
- 8.5.4 If an employee performance problem develops, either party is encouraged to discuss the problem before a formal written Notice of Unsatisfactory Service is initiated or a performance review is due.
- 8.5.5 No performance review shall be based solely upon hearsay statements but shall be based primarily upon the direct observation and/or knowledge of the reviewer.
- 8.5.6 Any negative performance review will include specific recommendations for improvements and appropriate time lines to allow for improvements to occur. The employee will have the right to review and respond to any statement and such response shall be included in the employee's personnel file. An employee wishing to respond shall have fifteen (15) working days subsequent to the performance review.
- 8.5.7 Performance review reports shall be filed in the employee's personnel records in the Human Resources Department and shall be available for review by staff authorized by the statutes in connection with promotional examinations and disciplinary action.

ARTICLE 9

HOURS AND OVERTIME

9.1 Workday and Workweek

The maximum number of hours of regular employment of an employee is eight (8) hours a day and forty (40) hours a week. However, the County Superintendent may employ persons for lesser periods of time and may, through authorized administrators, order and authorize employees to work in excess of eight (8) hours in one day or forty (40) hours in one week.

9.1.1 The length of the workday shall be designated by the County Superintendent for each classified assignment at the time of employment.

9.1.2 Working hours for Outdoor Science School employees may include evening and overnight shifts in order to maintain proper oversight of students in residence.

9.1.3 Each employee shall be assigned a fixed, regular minimum number of hours.

9.1.4 A workweek will be defined from Monday to Sunday.

9.2 Rest Period

9.2.1 All six (6) hour or more employees shall be granted two (2) fifteen (15) minute rest periods, one in the morning and one in the afternoon of each work day. Employees who work less than six (6) hours shall be granted one (1) fifteen (15) minute rest period midway through each work day.

9.2.2 Employees not wishing to take the rest periods may not take longer lunch periods and may not leave their places of employment thirty (30) minutes early as a result.

9.2.3 Each supervisor is expected to arrange for appropriate times for rest periods of employees for which the supervisor has direct supervision.

9.3 Lunch Period

All employees whose regular workday is six (6) hours or more shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be a period of no longer than one (1) hour and no less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the mid-point of each work shift.

9.4 Overtime Defined

9.4.1 Overtime is ordered and authorized work time and is defined as time required, suffered, or permitted to be worked in excess of eight (8) hours in one day or forty (40) Hours in any calendar week. Employees who are requested to provide services and attend meetings outside of their regular working hours shall be given reasonable notice, and shall be paid for the time spent providing the services at their appropriate rate of pay. For the purpose of computing overtime, the number of hours "worked" includes paid holidays, sick leave, vacation, compensatory time off, or any other paid leave of absence

9.5 Compensation for Overtime

- 9.5.1 All overtime hours, except those overtime hours exceeding twelve (12) hours in one day, shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee. Those overtime hours exceeding twelve (12) in one day shall be compensated at a rate of pay equal to two times the regular pay of the employee.
- 9.5.2 Employees will be compensated at a rate of pay equal to two times the regular pay of the employee when overtime hours exceed eight (8) hours on the seventh consecutive day of work in a workweek.
- 9.5.3 Compensation time off may be allowed in lieu of cash payment, if mutually agreed by both parties. Compensatory time off shall be earned at a rate of one and one-half times the regular rate. Compensatory time off shall not hinder the services rendered by the County Office of Education. Any dispute as to the hindrance of services shall be resolved by the Superintendent or designee. The employee may request compensatory time off in lieu of overtime payment and may be granted such time off with the approval of the employee's supervisor. However, compensatory time off which is not taken shall be paid for in cash at the appropriate overtime rate, and at the employee's rate of pay at the time payment is made. Any unused compensatory time as of October 31 will be paid in December. Any unused compensatory time as of May 31 will be paid in July.
- 9.5.4 At no time shall compensatory time be accrued in excess of ninety (90) hours. Any compensatory time in excess of ninety hours shall be paid to the employee during the next pay period after it was earned.

9.6 Call In and Call Back Time

- 9.6.1 Any employee called into work on a day when he/she is not scheduled to work or called back to work after completion of his/her regular assignment shall receive a minimum of two (2) hours pay at their appropriate rate of pay.
- 9.6.2 A supervisor requesting an employee to work on overtime, call back, or call in basis shall consider the employee's personal circumstances prior to directing such service.

9.7 Work Year

- 9.7.1 For 10-month employees employed in classification within the Instructional Support Family (refer to Appendix A), the work year shall consist of a minimum of 185 workdays. The workdays will be consistent with the appropriate site and department instructional calendar and will coincide with all days defined for classroom instruction and department required training. For those days wherein school is not in session, employees of the Instructional Support Family will be assigned duties relevant to their assignment, including professional development, employee orientation, classroom preparation and activities related to enhancing the educational experience of students.

- 9.7.2 A proposed calendar will be provided to the Association for input prior to the meeting of the Calendar Committee. Subsequently, the final draft calendar shall be sent to the Association for approval. The Superintendent will make it a priority to provide 10-month employees a final calendar by the end of the school year, including a return date for the following year. Should there be further changes required to the calendar; employees will be given a minimum of a six (6) week notification for their first day back at work. Exceptions to the timeline include fiscal or scheduling emergencies affecting a district not within the County Superintendent's purview.
- 9.7.3 For school year calendars having a 29th day in February, 12 month employees will be authorized an additional non-work day. For Instructional staff only, the non-work day may be scheduled during any period other than the instructional work year as reflected on the County Office of Education adopted calendar. The scheduling will be accomplished with departmental approval.

ARTICLE 10

HOLIDAYS

10.1 Designated Paid Holidays

During the course of each annual service year, the fourteen (14) holidays identified below will be observed.

10.1.1 Holidays shall include:

1. January 1
2. Martin Luther King's birthday or a day in lieu thereof
3. Lincoln's Day or another in lieu day in February
4. The third Monday in February, known as "President's Day"
5. The last Monday in May, known as "Memorial Day"
6. July 4
7. The first Monday in September, known as "Labor Day"
8. A day in lieu of Admission Day
9. November 11, known as "Veteran's Day"
10. That Thursday in November proclaimed by the President as "Thanksgiving Day"
11. The Day after Thanksgiving
12. December 25
13. Either December 24 or December 26
14. A Board designated holiday

10.1.2 In addition, each bargaining unit employee shall be entitled to two and one-half (2-1/2) additional holidays at their choosing provided they notify their immediate supervisor ten (10) days in advance.

10.1.2.1 10-month, "Instructional Support" unit members covered under this section and assigned to classroom and/or instructional duties shall be paid for the two and one-half (2-1/2) days as part of their annual compensation in lieu of this holiday.

10.1.2.2 If any or all entitled holiday applicable to section 10.1.2 is not utilized prior to May 31 in the fiscal year it was earned, the employee shall be paid for the unused holiday time on the following payroll.

10.1.3 If the holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday; if the holiday falls on a Sunday, the following Monday shall be deemed to be the holiday.

10.1.4 The Santa Cruz COE will communicate and collaborate with Collective Bargaining Unit leadership when creating annual school calendars to avoid losing scheduled holidays as stated in 10.1.1.

10.2 Eligibility

10.2.1 Employees will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of the working day immediately preceding or

succeeding the holiday.

10.2.2 Employees who are not normally assigned to duty on the holidays shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

10.3 Compensation

10.3.1 Pay for the holiday shall be at the same rate as the employee would have received had the day not been a holiday.

10.3.2 No employee shall be required to work on holidays unless his/her supervisor has notified the affected employee at least thirty (30) working days in advance of said holiday.

10.3.3 Employees required to work on holidays shall be paid for such work at time and a half.

10.3.4 Classified employees shall be required to work on the regular holiday for which another day is designated pursuant to this section, and for work eight (8) hours or less, shall be paid compensation at their regular rate of pay.

ARTICLE 11

PAY AND ALLOWANCES

- 11.1 As of July 1, 2021, The Santa Cruz County Office of Education agrees to increase the Members Classified Salary Schedule by three percent (3%).
- 11.2 As part of compensation, for all full-time employees, the Unit agrees to join with the County Office of Education and fund retirement benefits.
- 11.3 For the 2015-16 year, contractual salary adjustments due mid-year will be advanced to 7/1/2015 and paid on the earliest payroll available after ratification and board meeting.
 - 11.3.1 All future step increases and longevity bonuses will commence on 7/1 preceding the completion of the appropriate years of service.
 - 11.3.2 Probationary step increases will not change and will continue to be paid at the six (6) month anniversary date.
- 11.4 An employee shall receive a longevity bonus based upon the following conditions:
 - a. After six years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - b. After ten years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - c. After fifteen years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - d. After twenty years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - e. After twenty-five years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - f. After thirty years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.

11.4.1 Base salary will be defined as step and range on the Classified Salary Schedule.

11.4.2 Overtime

The longevity bonus will apply to both regular earnings and overtime earnings.

11.4.3 Transfer of Service

Only that service rendered in the Santa Cruz County Office of Education will be counted for longevity bonus purposes.

11.4.4 Y-Rated Employees

People who are Y-rated will receive the range and step on the salary schedule at the time that their salary was frozen. They will continue at this rate until such time as the schedule catches up with their current salary. Longevity will be paid at this frozen range and step. Should the person advance to the second or third phase of the longevity bonus, they will automatically receive these increases. The longevity bonus is a bonus on total salary based on length of time employed within the County Office of Education and in no way relates to the range and step of placement and therefore is not affected by the establishment of Y-rate.

11.5 An employee authorized and required to use a personally owned vehicle for County Office of Education business shall be reimbursed at the established rate.

11.6 Whenever it is determined that an error has been made in the calculating or reporting in any employee payroll or in the payment of any employee's salary, the County Office of Education shall, within five working days following such determination, provide the employee with a statement of correction and in the case of underpayment to an employee, a supplemental payment drawn against any available funds. As stated in the Decision Biggs vs Wilson (1993) 1 F.3d 1537 only mandatory or voluntary deductions may be held from an employee's pay, therefore, any overpayment to an employee is to be paid back on a payment plan agreeable to both parties.

11.7 The County Superintendent may require the wearing of a distinctive uniform by unit members. The cost of the purchase, lease, or rental of uniforms, equipment identification badges, emblems, and cards required by the County Superintendent shall be paid for by the County Office of Education.

11.8 Whenever the County Superintendent requires a physical examination to be taken by an

employee, or when an employee is required by law to submit to a physical examination for continuance of employment, the County Office of Education shall either provide the required examination, cause it to be provided, or provide the employee with reimbursement for the required examination.

- 11.9 Unit members assigned to an eight (8) hour shift with a duty time scheduled to commence at 2:00 p.m., or later, shall be paid 5% shift differential in addition to that position's regular salary.
- 11.10 A five percent (5%) premium shall be paid to each employee whenever it is determined by the employer that bilingual skills, including signing, are required as a condition of employment.
- 11.11 Unit members who have earned an Associate, a Bachelor Degree, or a Master's Degree, will be eligible to receive an annual educational incentive. The award amounts are as follows: Three hundred seventy-five dollars (\$375) for an Associate Degree, seven hundred fifty dollars (\$750) for a Bachelor Degree, or a one thousand five hundred (\$1500) for a Master's Degree. The educational incentive amount will be pro-rated based upon full time equivalent (FTE), and a maximum of one Degree educational incentive will be credited per employee annually.
 - 11.11.1 Official verification of the educational incentive earned must be submitted to the Human Resources Department by June 15 of any given year.
 - 11.11.2 For each school year in which the educational incentive is initially earned, payment will be awarded in a lump sum, to be reflected in the payroll not later than July 31. Subsequent payment for that educational incentive will be awarded throughout the year at the equivalent monthly proportional rate to the employee's work year.
- 11.12 Subject to the approval of the superintendent's cabinet, stipends may be allowed for Unit members performing services outside of any Santa Cruz County Office of Education classified job descriptions. The performance of these services will not conflict with regularly required duties and will be scheduled outside the member's normal work schedule.
- 11.13 RBT or BCaBA Certification Stipend
 - 11.13.1 A Registered Behavior Technician (RBT) is primarily responsible for the direct implementation of behavior analytic services. Unit members who have completed the RBT Certification process through the Behavior Analyst Certification Board will receive a two hundred and fifty dollar (\$250) stipend for each year that they maintain their certification.
 - 11.13.2 A Board Registered Assistant Behavior Analyst (BCaBA) is primarily responsible to provide behavior-analytic services. Unit members who have completed the BCaBA Certification process through the Behavior Analyst Certification Board will receive a five hundred dollar (\$500) stipend for each year that they maintain their certification.
 - 11.13.3 Official verification and recertification must be submitted to the Human Resources Department by June 15 of any given year. The Santa Cruz County Office of Education will not be responsible to remind unit members of an expiration of certification.
 - 11.13.4 For each school year in which the certification stipend is initially earned, payment will be awarded in a lump sum, to be reflected in the payroll not later than July 31. Subsequent payment for that certification stipend will be awarded throughout the year at the equivalent monthly proportional rate to the employee's work year.

11.13.5 A maximum of one Certification stipend will be credited per employee annually.

11.13.6 The Santa Cruz County Office of Education will not be responsible nor will they reimburse application or renewal fees of either the RBT/BCaBA Certification.

11.14 Specialized Physical Health Care Procedures

Specialized Physical Health Care Procedures (SPHC) shall be defined to include catheterization, gavage feeding, suctioning, or other services requiring medically-related training as described in California Education Code 49423.5. In addition, procedures where SCCOE staff must be specifically trained and authorized utilizing SCCOE SPCH form, shall be included in this definition.

11.14.1 Only Instructional Aides who are trained and assigned to perform SPHC services shall be eligible for this stipend. Instructional Aides will be retrained and certified annually.

11.14.2 The stipend shall equal 5% of an employee's base salary and 5% of any non-regular work year assignment salary if assignment is to work with a student requiring SPCH.

11.14.3 Instructional Aides who are hired after July 1, for an assignment that includes SPHC services, must be trained and certified immediately, according to legal requirements. This training shall also be provided to employees who promote, transfer, or as reassigned into such as assignment. The trainer shall be a registered nurse employed by the SCCOE or other medical provider specified by a SCCOE school nurse.

11.14.4 Instructional Aides trained after July 1, shall have their salary adjusted upward by 5% on the first of the month following their certification and assignment, and it will continue through June 30 of the current fiscal year assuming the services are needed for SPCH.

11.14.5 It shall be the responsibility of the SCCOE to notify employees by June 1, annually, if they are no longer eligible for the stipend. However, if an employee's assignment changes and they will no longer be providing services, employees will be given thirty (30) days' notice and the SCCOE reserves the right to discontinue the stipend until such time that the employee is reassigned to provide services. Employees will be held harmless if paid, but not assigned to provide services.

11.15 Up to six members of the CSEA Negotiations Committee shall receive a maximum stipend of \$375 annually.

11.15.1 The total stipends paid under this subsection shall be limited to \$2,250.

11.15.2 Each year, the CSEA president shall forward to the Chief Business Officer a roster of negotiating team members.

11.15.3 The SCCOE shall pay each member's stipend within one pay period after receiving the roster.

11.15.4 If CSEA should choose to have more than six members on their team, the \$2,250 shall be divided among the members equally.

ARTICLE 12

HEALTH AND WELFARE BENEFITS

- 12.1 Effective October 1, 2015 for the 2015-2016 fiscal year, for eligible Unit members, the County Superintendent of Schools shall cover any increase in the cost of Health and Welfare Benefits up to the increase in the High HMO. Thereafter, the County Superintendent of Schools shall contribute an amount comparable to fifty percent (50%) of the increased cost for the High HMO health and welfare outlined in Appendix C. Therefore, should there be an increase in the cost of 2018-2019 health and welfare benefits based on the High HMO plan, the Santa Cruz County Superintendent of Schools will contribute fifty percent (50%) of the increased costs of the benefits. It will be the bargaining unit member's responsibility to pay for any additional cost to health benefits.
- 12.2 There will be no reopeners on HW or any fiscal article through 2019-2020.
- 12.3 All members of the Unit assigned a service day of at least six (6) hours, exclusive of the lunch period, in a position requiring service for 75% or more of the school year (equals 1,179 hours on an annual basis) shall receive for the term of the contract, as additional compensation, enrollment for the employee and all eligible dependents in the health and welfare benefit programs. (Appendix C)
- 12.4 All members of the Unit assigned a service day of at least four (4) hours, exclusive of the lunch period, but less than six (6) hours, in a position requiring service for 75% or more of the school year, shall receive for the term of the contract, as additional compensation, enrollment for the employee in the established health and welfare benefit programs. (Appendix C)
- 12.5 All members of the Unit not otherwise participating in the established health and welfare benefit program, or who do not render the requisite service to qualify for paid dependent coverage, may choose to enroll in the established program at their own expense.
- 12.5.1 The employee shall do so by voluntarily authorizing a payroll deduction in the amount necessary to pay all additional premium costs.
- 12.5.2 Employees exercising this option, under 12.4, not working on an extended year basis, shall be responsible for paying the supplemental premium for continued coverage on a month-to-month basis during the summer months.
- 12.5.3 Employees desiring to take advantage of the option provided in 12.4 above must do so within thirty (30) days from the date of their initial employment.
- 12.6 Unit members have an option to enroll domestic partners in the health and welfare benefit plans. Members electing this option must follow all the procedures and meet eligibility as outlined by the Self Insured Schools of California (SISC).
- 12.7 Unit members shall participate in each program as soon as the eligibility requirements have been satisfied and the enrollment procedures have been completed. Employees shall be

entitled to benefit coverage provided herein regardless of their day of hire within a school year.

ARTICLE 13

VACATION

- 13.1 Employees shall earn vacation at the prescribed rate as part of employee compensation. Employees will be credited at the beginning of each fiscal year with the appropriate amount of vacation anticipated to be earned for the fiscal year. Employees, who are on leave to serve in limited term assignments during periods when they are not regularly assigned, shall earn vacation during such limited term assignments. Vacation shall also be earned during any paid leave of absence.
- 13.2 Employees working forty hours per week excluding overtime, are to accumulate vacation on the following schedule:
- | | |
|-----------------------|---|
| 1-12 months..... | 12 working days annually, (8 hours per month) |
| 13-24 months..... | 13 working days annually, (8.67 hours per month) |
| 25-36 months..... | 14 working days annually, (9.33 hours per month) |
| 37-48 months..... | 15 working days annually, (10.00 hours per month) |
| 49-60 months..... | 16 working days annually, (10.67 hours per month) |
| 61-72 months..... | 17 working days annually, (11.33 hours per month) |
| 73-84 months..... | 18 working days annually, (12.00 hours per month) |
| 85-96 months..... | 19 working days annually, (12.67 hours per month) |
| 97-108 months..... | 20 working days annually, (13.33 hours per month) |
| 109-120 months..... | 21 working days annually, (14.00 hours per month) |
| Over 120 months. | 22 working days annually, (14.67 hours per month) |
- 13.3 For those working less than forty hours per week, or less than twelve months per year, a vacation allowance is granted for that portion of the employee's work schedule in ratio to forty hours per week or the twelve month work year. Earned vacation may be used upon completion of the six-month's probationary period with the approval of the employee's immediate supervisor and the County Superintendent. Earned vacation becomes a vested right upon the completion of the initial six months of continuous employment.
- 13.4 For the 2018-2019 year, contractual vacation accruals due mid-year will be advanced to 7/1/2018.
- 13.4.1 All future vacation accruals will be credited on 7/1 preceding the completion of the appropriate years of service.
- 13.4.2 Probationary vacation accruals will not change and will continue to be authorized at the six (6) month anniversary date.
- 13.5 Vacation credit may be accumulated to a total not exceeding that which the employee could

earn in two years.

13.5.1 When an employee has accumulated two year's vacation credit, the employee will be notified in writing that maximum allowable number of vacation days have been accumulated.

13.5.2 If an employee has accumulated the maximum allowable vacation credit, the County Superintendent shall authorize payment in lieu of the vacation exceeding the maximum. Any excess vacation as of October 31 will be paid in December. Any excess vacation as of May 31 will be paid in July.

13.6 Vacations are to be taken in accordance with a schedule developed and prepared by the employee and immediate supervisor with due regard to the operations of the department. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the service and the workload of the department. If there is conflict between employees requesting vacation, preference shall be given to the employee having greater County Office of Education hire date seniority. In the event a schedule cannot be developed, the Superintendent or designee will assist in resolving the issue.

13.7 Compensation for Vacation

13.7.1 The rate which vacation is paid shall be the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.

13.7.2 Upon separation from the service, an employee shall be paid for the accumulated vacation credit at the rate of pay applicable to the employee's last regular assignment, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

13.7.3 In the event that more vacation has been used than earned upon termination of service, the final warrant shall be adjusted so as to recover all compensated but unearned days of vacation.

13.8 Any classified employee who commences a prescribed vacation period and subsequently becomes ill or is bereaved before the vacation period has been completed, shall be placed on sick leave under the following conditions:

13.8.1 If the illness or bereavement is for three consecutive days or more;

13.8.2 If the illness or bereavement is such that had the employee been working, sick or bereavement time would have been used;

13.8.3 If the employee, normally, is required to return to duty immediately following the vacation period;

13.8.4 If the request is filed with the County Superintendent or designee within two weeks of the illness or bereavement or within, at the latest, one week of return of duty

unless extraordinary extenuating circumstances exist, which prevent such filing;

13.8.5 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the cases of illness.

13.9 When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. If possible, the employee shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation. In other cases, Paragraph 13.4.2 above, may be applied in order to avoid loss of vacation credit.

ARTICLE 14

LEAVES

14.1 Sick Leave

- 14.1.1 Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease. It is agreed by the parties to this Agreement that Personal Necessity Leave, as set forth in paragraph 14.4 below, can be utilized for an authorized absence due to the illness of an individual other than the employee.
- 14.1.2 Each full-time employee shall accumulate 12 days of sick leave per year. Employees who work less than full-time and/or for less than 12 months a year shall earn sick leave at a proportional rate based on 12 days sick leave per 12 months of full-time service.
- 14.1.3 Sick leave is accumulated on a fiscal year basis. Employees will be credited at the beginning of each fiscal year with the appropriate amount of sick leave anticipated to be earned for the fiscal year.
- 14.1.4 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year without limit.
- 14.1.5 Sick leave may be taken at any time, provided that a new employee may only use six days out of paid sick leave during the initial, probationary period or the proportionate amount to which the employee may be entitled. An employee will receive full pay for those days of absence covered by accumulated sick leave.
- 14.1.6 At the beginning of leave, in order to receive compensation while absent, the employee's immediate supervisor must be notified of the absence within the first working hour of the day the absence commences unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.
- 14.1.7 At the end of the leave, one day prior to the expected return to work, the employee shall notify the immediate supervisor in order that any substitute employee may be terminated. If the employee fails to give this notice and both the employee and the substitute report, the substitute is entitled to the assignment as provided in 14.1.9.
- 14.1.8 An employee who has been absent for more than 20 working days must notify the immediate supervisor at least three working days in advance of returning to work.
- 14.1.9 A sick leave day, once commenced, may be reinstated with permission of the department supervisor. The returning employee may be reassigned to alternative duties, consistent with their job description, for the remaining portion of the day referenced in this section, provided a substitute has been hired for the employee.
- 14.1.10 No payment for sick leave shall be made until submission by the employee of the time sheet, signed by the employee and the immediate supervisor.

- 14.1.11 An employee absent for five (5) days or more may be required to present a doctor's statement stating the nature of the illness or injury and the date the employee is able to return to work.
- 14.1.12 Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of any employee who has been absent from duty due to illness or accident.
- 14.1.13 When requested by the County Superintendent, an employee shall undergo a physical or mental examination by a doctor selected by the County Superintendent, in consultation with the Association. Any cost for such examination not covered by the existing health insurance plan shall be paid by the County Superintendent. The employee shall authorize the doctor to release the results of the examination to the County Superintendent.
- 14.1.14 Exhaustion of Sick Leave
- a. Utilization of Other Accumulated Leave
- After exhaustion of paid leave, an employee who is ill or injured may, upon request, use accumulated vacation (and compensatory time , if provided) to avoid leave without pay.
- b. Advance Sick Leave
- After exhaustion of all paid leave, a permanent employee may be granted advance additional sick leave upon request and with the approval of the County Superintendent of Schools. The advance sick leave will not exceed the subsequent year's earned sick leave.
- 14.1.15 Termination of Sick Leave
- If, at the conclusion of all sick leave and additional leave, paid or unpaid , granted under these rules, the employee is still unable to assume the duties of his/her position, he/she will be placed on a re-employment list for a period of thirty- nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.
- 14.1.16 Transfer of Sick Leave
- Any employee of another county office of education or school district who has accumulated sick leave credit under Education Code 45191 or its successor, may transfer such unused sick leave to the County Office of Education in the following situations: The previous employment must have been for a period of one calendar year or more; the employment must have been terminated for reasons other than action initiated by the employer for cause; and the employee seeking credit for earned but unused sick leave must accept employment with the County Office of Education within one year of such termination of former employment.

14.1.17 Sick Leave After Termination

When employment with the County Office of Education is terminated, there will be no cash reimbursement for unused, accumulated sick leave. If the employee is transferring to another public entity or subsequently so accepts employment, the County Superintendent or his/her designee will forward a report as to earned but unused sick leave upon the request of the employee. In the event that more sick leave has been used than earned upon the termination of service, the final warrant shall be adjusted so as to recover all compensated but unearned days of sick leave absence.

14.1.18 Use of Sick Leave for Family Illness

14.1.18.1 Unit members shall be entitled to use on an annual basis (each school year) the number of sick leave days they would accrue during a six-month period to attend to the illness, medical and/or dental appointments of a child, parent or spouse of the employee. Therefore, a full-time employee earning six (6) days during six months may utilize up to six (6) days per school year for family illness as defined herein (Reference: Labor Code Section 233).

14.1.18.2 The entitlement provided in this section is in addition to the utilization of sick leave days under section 14.4 (Personal Necessity Leave).

14.2 Differential Sick Leave Compensation

14.2.1 When a unit member employed in the classified service is absent from their duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence.

14.2.2 The five-month period of this leave shall commence on the first day of absence. Differential compensation shall be paid after exhaustion of industrial accident or illness leave, if applicable, regular sick leave, vacation, compensatory time or other paid leave and shall be paid only for the balance of the five month period remaining after the exhaustion of such paid leaves.

14.2.3 This leave requires monthly certification by the employee's physician, on a form provided by the County Superintendent, that the employee is physically or mentally disabled and unable to perform the usual duties.

14.2.4 Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of any employee who has been absent from duty due to illness or accident.

14.2.5 When requested by the County Superintendent, an employee shall undergo a physical or mental examination by a doctor selected by the Superintendent, in consultation with the Association. Any cost for such examination not covered by the existing health insurance plan shall be paid by the County Superintendent. The employee shall authorize the doctor to release the results of the examination to the County Superintendent.

14.3 Maternity Disability Leave

14.3.1 This leave commences with the onset of disability due to pregnancy. The employee may claim sick leave pay and differential sick leave compensation for no more than that limited period of time when the employee's physician certifies in writing, on the form provided by the County Superintendent, that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, or recovery therefrom or for those periods provided in subparagraph 14.1 or 14.2 above, whichever is shorter.

14.3.2 As far in advance as possible, prior to the expected birth of the child, the employee shall submit to the County Superintendent a physician's statement noting the expected date of birth. An employee may continue work until the onset of physical disability as verified in writing by the employee's physician on a form provided by the County Superintendent.

14.4 Personal Necessity Leave

14.4.1 Employees are allowed a maximum of ten (10) days per fiscal year for personal necessity leave. Such leave will be deducted from accrued sick leave. The days allowed may not exceed the number of days of illness or injury leave provided under subparagraph 14.1 above, to which the employee is entitled.

14.4.2 Personal necessity is the emergency occurrence over which an employee has no control and may include:

14.4.2.1 Bereavement leave which may be necessary beyond that authorized in Article 14.6

14.4.2.2 An accident involving his/her person or property, or the person or property of a member of his/her immediate family as defined in Article 14.6.

14.4.2.3 An appearance in any court or before any administrative tribunal as a litigant, party, or a witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for in these rules.

14.4.2.4 Other reasons with the approval by the County Superintendent of Schools or his/her designee.

14.4.3 Personal necessity does not include absence for vacation, recreation, seeking employment, shopping, traveling, or similar absence, which is not of an emergency nature.

14.4.4 Notice of intent to use this leave shall be given to the immediate supervisor as far in advance as possible. Use of personal necessity shall be reported on a time sheet and be signed by the employee and the immediate supervisor. The immediate supervisor's signature certifies that the procedure regarding this leave has been observed.

14.5 Industrial Accident or Industrial Illness Leave

Industrial accident or industrial illness is granted to an individual as a result of a job connected accident or illness and is in addition to regularly accrued sick leave.

14.5.1 Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.

14.5.2 Allowable industrial accident or industrial illness leave shall not be cumulative from year to year.

14.5.3 Industrial accident or illness leave will commence on the first day of absence.

14.5.4 Payment for wages lost on any day, when added to an award granted the employee under the worker's compensation laws of this state, shall not exceed the employee's actual wage if on the job.

14.5.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of compensation award made under worker's compensation.

14.5.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

14.5.7 Entitlement to industrial accident or illness leaves will be based upon finding that the disability has been due to industrial accident or illness. In cases where the findings do classify a claim as a disability case, regular sick leave will not be deducted until this leave has been exhausted.

14.6 Bereavement Leave

An employee is entitled to a leave of absence with full pay, not to exceed five (5) days, in the event of the death of a spouse or significant other of an employee. In the event of a death of a member of the immediate family other than the spouse or significant other, an employee is entitled to a leave of absence with full pay, not to exceed three (3) days or five (5) days when travel beyond a two hundred fifty (250) mile radius is necessary in connection with the bereavement leave. In the event that an employee requires additional leave under this section, the employee may request Personal Necessity Leave as set forth in Article 14.4. Immediate family, as used in the Article, means the mother, father, grandmother, grandfather or a grandchild of the employee or of the employee's spouse or significant other,

and the spouse or significant other, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any step-relation of the above group, or any relative living in the immediate household of the employee. In the event of exceptional circumstances, the Superintendent or designee may grant bereavement leave for other than those listed above. It is agreed by the parties to this Agreement that Personal Necessity Leave, as set forth in paragraph 14.4, may be utilized to attend the funeral of a person other than those listed above.

14.6.1 "Significant other" shall mean a person (of either sex) who:

- a. resides and shares the common necessities of life with the employee,
- b. is not married to anyone,
- c. is not related by blood to the employee closer than would bar marriage in the State of California,
- d. is mentally competent to consent to a contract; and
- e. Signs a declaration that he/she is the employee's sole significant other, meets all other requirements set forth above, and agrees to notify the Santa Cruz County Office of Education if there is a change in circumstances attested to.

14.6.2 In order for an employee to change the designation of his/her significant other, at least six (6) months must have passed since he/she has filed a statement of termination of the previous significant other relationship.

14.7 Jury Duty - Subpoenaed Witness Leave

Jury Duty: A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. An employee who receives a jury summons shall submit a copy of the summons to the supervisor. At the conclusion of jury duty, the employee shall submit a leave of absence form specifying the dates and times served by the employee. This shall be attached to the Leave of Absence report. Payment shall be made to the County Superintendent in the amount of the statutory fees that the employee has received for attendance as a juror, excluding the statutory mileage fee. This leave provision shall not apply to voluntary duty on a grand jury.

14.8 Uncompensated Leave

14.8.1 The County Superintendent may grant any member of the unit who has gained permanent status an unpaid leave of absence for a period not in excess of one school year.

14.8.2 The employee shall request such leave as soon as practical, but at least thirty (30) days prior to the day on which the leave is to begin. Such a request shall be in writing and shall include a statement as to the purpose of the leave and the dates the employee wishes to begin and end the leave.

14.8.3 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 of the school year in which the leave is granted. An employee on this leave shall notify the County Superintendent prior to February 15th of the year during which the leave is being taken that the employee will return to duty the ensuing school year. Failure to comply with this requirement will constitute a resignation on the part of the employee effective at the close of the school year in which the employee is on leave.

14.8.4 There shall not be a reduction of employment status for those granted this leave except that while on this leave status no person shall be entitled to compensation, including health benefits, neither shall they earn credit for a service year, nor step increment on the classified salary schedule.

14.9 Parental and Family Leave

14.9.1 Employees who qualify are entitled to use Family Medical Leave Act (FMLA) leave/California Family Rights Act (CFRA) leave for a maximum of twelve workweeks of leave in a twelve (12) month period for the birth or adoption of a child, for the employee's own disability, or to care for a parent, spouse, or child with a serious health condition. ("Child" means biological, adopted or foster child, stepchild, a legal ward or a child of a person standing in "loco parentis" for an adult dependent child. "Parent" means a biological, foster, adoptive, stepparent, legal guardian or other person who stood in "loco parentis" to the employee when the employee was a child.)

14.9.2 Parental Leave: All Employees shall be entitled to Parental Leave for the purpose of rearing his/her child as defined in 14.9.1

1. Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. It shall be available to both full-time and all part-time employees who have completed 12 months of employment with the district.
2. Although the California Family Rights (CFRA) and the Family and Medical Leave Act (FMLA) have a requirement that the employee must work 1,250 hours in the previous 12 months, Ed Code 45196.1 does not require this minimum hourly requirement for parental leave.
3. Under Parental Leave, an employee "may" use his or her sick leave for the purpose of parental leave.
4. After all available leave is exhausted, including all accumulated sick leave, eligible unit members are entitled to use "differential leave" as described in Section 14.2 Differential Sick Leave Compensation for the remainder of the twelve-workweek period.
5. Unit members eligible for CFRA leave may take up twelve work weeks leave, but if the member has previously exhausted sick leave and differential leave for Pregnancy Disability Leave (PDL) related to the same

pregnancy or childbirth, the 12 workweeks or remaining leave will be unpaid. Health benefit coverage will continue during CFRA leave if the employee continues to pay the employee contribution on the set time line set forth by the Payroll/Benefit Department.

6. Pursuant to CA Education Code 45196.1, an eligible unit member will only be provided one twelve (12) workweeks period power maternity or paternity in which differential leave may be used. If the school year ends before this twelve (12) Workweek period is exhausted, the employee may take the balance of the twelve (12) workweeks in subsequent school year within the original 12-month period if the employee chooses to continue his or her maternity or paternity leave.
7. If both parents work for the Santa Cruz County COE, each is entitled to 12 work weeks of leave for child bonding under CFRA.
8. Parental leave shall run concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

14.9.3 FMLA leave will be available for qualifying employees who are family members of active-duty National Guard and Reserves members for any qualifying exigency arising out of the fact that the family member is on active duty or called to active duty status in support of a contingency operation. This twelve (12) week leave in a twelve (12) month period may be taken for qualifying exigencies which include: Short- notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and additional activities not encompassed in other categories but agreed to by both the County Superintendent and/or designee and the employee.

14.9.4 To qualify, a classified employee must have rendered one year of continuous service and have worked a minimum of 1250 hours in the twelve months immediately preceding the requested leave. For eligibility purposes, full-time ten (10) and eleven (11) month employees are deemed to meet the 1250 hour test purposes of this article only, classified unit members who have worked a minimum of a thirty (30) hour week, are ten (10) or eleven (11) month employees, who have rendered one year of continuous service, and have worked a minimum of 667 hours of service in the twelve months immediately preceding the requested leave are deemed eligible.

14.9.5 Granting of this leave allows the qualified employee to return to the same or an equivalent position as the one held at the start of the leave, and to maintain health insurance under the County Office of Education's policy during twelve weeks unpaid leave as long as the employee pays the employee's portion of the cost.

14.9.6 CFRA and/or FMLA leave taken for the birth, adoption, or foster care placement of a child must be completed within one year of the qualifying event.

14.9.7 Employees are required to give thirty (30) days' notice in advance of the need to take this leave when the need is known in advance. When the need for leave is unforeseen, the employee must provide as much notice as is practicable.

14.9.8 CFRA and FMLA leave shall run concurrently, not consecutively.

14.9.9 CFRA and/or FMLA leave may be taken intermittently for medical treatment of the employee or employee's child, spouse, or parent. The employee must make a reasonable effort to schedule the treatment to avoid undue disruption to the County Office of Education's operations.

14.10 Provisions of Sick Leave, Extended Disability Leave, Maternity Leave, Personal Necessity, Industrial Accident or Industrial Illness Leave, Bereavement Leave, and Jury Duty/Subpoenaed Witness Leaves shall not be used by any employee during any period when the employee is not in a paid status.

14.11 Catastrophic Leave Donation

14.11.1 ABOUT THE PLAN

Education Code 44043.5 provides for the establishment of a Catastrophic Leave Program. The purpose of this plan is to permit an employee, when they or a member of their family has a catastrophic illness or non-work related injury, to solicit individual donations of sick leave from fellow employees, or to request the use of catastrophic leave from the Leave Bank. The intent is:

- a. To ensure that the employee continues to receive medical benefits during the catastrophic illness or non-work related injury period, and
- b. To enable the employee to continue receiving their regular salary.

Catastrophic leave is not intended to replace other options available to an employee or dependent whose illness or non-work related injury continues after a year of such leave, except in limited circumstances, as pre-approved under this plan.

14.11.2 DEFINITIONS/BASIC PRINCIPLES

- A. Annual Contribution: No reoccurring annual contribution will be made by members of the Catastrophic Leave. If the balance of the bank is below 160 hours on July 1st a call for donations will be made to the CSEA unit.
- B. Catastrophic Illness or Non-work Related Injury: A catastrophic illness or non-work related injury is one that is expected to incapacitate the employee or a family member for an extended period of time. Because he or she has exhausted all full-pay sick leave and other paid time off work, there is financial hardship for the employee. Examples include life threatening injury or illness, or non-work related injury, cancer, AIDS, heart surgery, stroke, etc.

- C. Catastrophic Leave Committee: The Catastrophic Leave Committee is comprised of three representatives from CSEA as voted by the CSEA unit. Additionally, the committee will include a non-voting CSEA representative from the payroll department to be determined by the Business Department management to act as an advisor as needed. Each year CSEA will submit a memo to the Santa Cruz County Office of Education Human Resources Director with the names of the Committee Members.
- D. Call for Donations: A solicitation for donations of leave to either an individual employee or to the Leave Bank.
- E. Day: For eligibility reasons, a day is equivalent to an employee's scheduled weekly hours divided by five (5).
- F. Duration: All donated leave to an individual is available for a maximum of twelve (12) months.
- G. Eligibility: All unit members on active duty with the Santa Cruz County Office of Education are eligible to contribute to the Catastrophic Leave Bank.
 - 1. Participation is voluntary, but requires a minimum contribution of hours equivalent to one full day to the Bank.
 - 2. Contributors to either the Leave Bank or to an Individual Request will be permitted to withdraw from the Bank.
 - 3. New Unit members may contribute within 30 (thirty) duty days of their original hire date to become members of the Catastrophic Leave bank.
 - 4. Unit members may elect to join the Catastrophic Leave Bank (Attachment I) at any time.
 - 5. A donating employee, except for new hires, must retain no fewer than five (5) days of sick leave on record (after the donation) to be eligible to donate sick leave hours.
 - 6. Members have a waiting period of thirty (30) duty days after joining the Bank before becoming eligible to withdraw from the bank.
 - 7. Annual donation of hours is not needed to remain eligible.
 - 8. The Santa Cruz County Office of Education shall supply enrollment forms for the Catastrophic Leave Bank to all members.
- H. Extension: In unusual circumstances and upon request to the Catastrophic Leave Committee, an additional one (1) year of leave use may be considered.
- I. Grievances: Nothing in this plan is grievable.

- J. Individual Requests: Employees meeting conditions of this plan may ask the Catastrophic Leave Committee to solicit donations from eligible, participating employees as outlined.
- K. Irrevocability: Once leave is donated, the donor cannot retrieve any portion of the donated leave.
- L. Leave: Sick leave accrued to the donating employee.
- M. Leave Bank: Unused donated hours to an Individual Request revert to the Leave Bank for use by other catastrophically ill or injured employees. The Leave Bank permits those employees who do not wish to request individual donations to use donated leave from the Leave Bank privately and anonymously.
- N. Medical Verifications: The Human Resources Director will require medical verification of a catastrophic illness or non - w o r k r e l a t e d injury from a physician. The Human Resources Director will verify with the Catastrophic Leave Committee that an employee is on leave due to a catastrophic illness or non-work related injury.
- O. Requests: An employee who is suffering from a catastrophic illness or non-work related injury, or the employee's representative (authorized in writing), must request catastrophic leave. Donations cannot be accepted or approved without this request.
- P. Donation of sick leave upon separation: An employee may choose to donate their accumulated sick leave to the bank upon separation of employment. If an employee returns to work within their 39 month rehire timeframe, they may make a written request to the committee to have the sick leave returned. As long as the total of the bank remains above 300 hours after the request has been approved, the sick leave will return to the employee.

14.11.3 PROCESS FOR EMPLOYEES SUFFERING FROM A CATASTROPHIC ILLNESS OR INJURY

An employee requesting catastrophic leave needs to follow this process and meet these guidelines:

- A. To be eligible for catastrophic leave an employee must have used all available forms of paid leave (full-pay sick leave and vacation, etc.) except for five (5) month differential pay and been incapacitated or absent for no fewer than ten (10) work days.
- B. The employee submits a Catastrophic Leave Bank Request Form (Appendix H) to the Catastrophic Leave Committee. The requestor may designate an authorized representative who may file a request on their behalf. The request must include the following:
 - 1. A statement indicating whether the employee wishes to use hours in the leave bank anonymously or to solicit donations specifically for their need,

2. Medical verification of the catastrophic illness or injury (Human Resources may require additional medical verification from a physician), and
 3. It is the responsibility of the employee or their authorized representative to submit sufficient information (as required by this plan) to the Catastrophic Leave Committee for approval; insufficient information may be grounds for denial.
- C. The Catastrophic Leave Committee determines that the employee is unable to work due to the catastrophic illness or non-work related injury.
 - D. An employee, who receives leave from a solicitation of hours on their behalf, must use all of donated hours prior to requesting additional leave from the Catastrophic Leave Bank.
 - E. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than ten (10) days as defined above. Participants may submit requests to the Committee for extensions of withdrawals as their prior grants expire.
 - F. Employees must use all donated leave within a twelve (12) month period after they begin accessing donated leave hours. Leave hours will be placed in a special donated leave account for the requesting employee for up to one year. After one year of Catastrophic Leave, and in unusual circumstances, if an employee requests additional leave he/she must submit a new Catastrophic Leave Request Form (Appendix H).
 - G. Hours donated through a solicitation of donations will revert to the Catastrophic Leave Bank if the employee never needs to access them (i.e. no differential to be paid, termination or placed on 39 month rehire list).
 - H. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or non - work related injury, as verified by a physician, which occurs within one year of the date the employee returned to work, the unused donated hours will be retained to the individuals leave bank.
 - I. Hours donated to a specific individual for a specified catastrophic illness or non - work related injury may be used only for that illness or non - work related injury. A different catastrophic illness or non - work related injury must be handled as a separate or second incident.
 - J. Donated sick leave is charged on an hour-to-hour basis, regardless of the classification and/or salary of either the donor or the recipient.
 - K. Once an employee's Catastrophic Leave has concluded, they may retain the equivalent of one day of donated sick leave for each full or partial calendar month they were absent due to the Catastrophic Leave. The retained sick leave must be used within the same fiscal year as the conclusion of the Catastrophic Leave, or when a new allotment of sick leave is available to the employee, whichever comes first. Additional sick leave will revert back to the bank in accordance with 14.11.3 F-H.

14.11.4 LEAVE BANK

Guidelines for the Leave Bank:

- A. Unused donated hours reverting to the Leave Bank or hours specifically donated to the Leave Bank (Attachment I) make up the Leave Bank.
- B. Requests for Leave Bank hours are subject to availability. The Santa Cruz County Office of Education is not responsible for filling requests from the Leave Bank if there are no hours available.

14.11.5 ADMINISTRATION OF THE BANK

- A. The Catastrophic Leave Bank Committee shall have the responsibility of developing forms, maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying requests, and communicating its decisions, in writing, to the Participants, to the County Superintendent, Human Resource Department and Payroll Department.
- B. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- C. Applications shall be reviewed and decisions of the Committee reported to the Applicant, in writing, within ten (10) duty days of receipt of the application.
- D. The Committee shall keep all records confidential and shall not disclose the nature of the illness, except as is necessary to process the request for withdrawal and defend against any appeals of denial.
- E. By December 5th of each school year, following the year of initial implementation of Catastrophic Leave Bank, the County Superintendent and Business Department shall notify the Committee of the following:
 - 1. The total number of accumulated hours in the Bank on June 30th of the previous school year.
 - 2. The number of hours contributed by unit members for the current year.
 - 3. The names of participating unit members.
 - 4. The total number of hours available in the Bank.
- F. Disputes between the Committee and the County Superintendent as to the accounting of Catastrophic Leave Bank hours shall be processed through the grievance procedure as per Article 19 of the classified contract.
- G. CSEA will be responsible for adherence to all timelines given above. Timelines will be in effect upon request of CSEA to implement the Catastrophic Leave Bank.

ARTICLE 15

ASSIGNMENT AND TRANSFER

15.1 Vacancy – (For further details, please refer to the Merit System Rules and Regulations Section 5.200)

15.1.1 A vacancy is defined as an unfilled bargaining unit position at any County work site.

15.1.2 Vacancies shall be posted for no less than ten (10) workdays to classified employees before recruitment from outside may commence.

15.1.3 If a vacancy occurs, employees eligible for transfer will be given first consideration to the vacancy. If there is a resulting vacancy, the order of preferences will be followed as outlined in the Merit System Rules and Regulations.

15.2 Assignment

Assignment is defined to be the written notice of placement in a specified position, classification, salary data, work location, and work schedule made at the time of initial employment and, for permanent employees, annually thereafter, if necessary.

15.2.1 At the commencement of each school year, assignments for permanent employees may be altered at any time within three (3) weeks from the start of the school year and within fifteen (15) working days for employees in the Instructional Support Family. Primary consideration in the alteration of an assignment will be for the good of the schools and the students thereof. If it becomes necessary to alter an assignment, the geographical location of work site in relation to the residence of the employee having his/her assignment altered will be considered. No altered assignment shall be implemented without a minimum of five (5) workdays' notice to the affected employee.

15.2.2 The assignment of new personnel to a specific vacancy shall be made after all employees in that classification have been given the opportunity to voluntarily transfer or promote.

15.3 Transfer

15.3.1 Voluntary Transfer: A voluntary transfer is defined as the reassignment of a permanent employee, without examination, from his/her assigned position to another position within the same classification, to a similar or related classification with the same salary range, or to a lower classification within the same job family where the employee is qualified, as a result of a voluntary application by that employee.

15.3.1.1 When a new position is created or an existing one becomes vacant, employees may request a transfer by submitting a request with the Human Resources Director on the proper form provided by the Human Resources Department that may be returned electronically.

15.3.1.2 All requests for transfer initiated by employees shall be acknowledged by the County Superintendent or his/her designee within twenty (20) working days of the receipt of the request.

15.3.1.3 Final authority for all transfers shall rest with the County Superintendent utilizing the following criteria:

- a. The established minimum job requirements as stated in the job description. Any applicable licensing or certification requirements.
- b. When there is more than one applicant for a voluntary transfer and those employees are equally qualified, the employee with the greater County hire date seniority shall be given priority by being first considered.

If a transfer request is denied, the Senior Director of Human Resources, shall provide the employee with written rationale for the denial within ten (10) working days. Employees, when denied a transfer request, are encouraged to seek recommendations from the Senior Director of Human Resources towards becoming more competitive for similar future transfer opportunities.

15.3.1.4 An employee may refuse a voluntary transfer within five (5) workdays of the assignment being offered. In that event, the second eligible applicant, if any, shall be offered the transfer.

15.3.2 Involuntary Transfer: An involuntary transfer is defined as the movement of an employee from his/her assigned position to another position within the same classification or related classes on the same salary range by the County in its best interest.

15.3.2.1 The general policy of the County Superintendent shall be to limit the involuntary transfer of employees. If it becomes necessary to cause an involuntary transfer, the geographical location of work site versus residence of the transferee shall be considered.

15.3.2.2 An involuntary transfer, within classification, is made during the current employee's service year at the direction of the County Superintendent or his/her designee, after consultation with the employee involved, the immediate supervisor, and the employee's designated representative(s).

15.3.2.3 Notification of such transfer shall be made in writing to the employee within fifteen (15) working days of the effective date of the involuntary transfer.

15.3.2.4 The employee will suffer no loss of regular assigned time as a result of an involuntary transfer.

15.4 Temporary Assignment

Instructional aides, secretarial and clerical personnel shall not be assigned to a temporary work site for longer than ten (10) working days without the written consent of the employee.

15.5 Promotion

A promotion is defined as the change in the assignment of an employee from a position in one classification to a position in another classification with a higher salary rate (see Merit Rules).

ARTICLE 16

RETIREMENT

- 16.1 Members of the Classified Unit may retire and participate in the health benefit (medical and dental) insurance program, which may include eligible dependents under the following conditions:

ELIGIBILITY

- 16.1.1 The retiree must be at least fifty-five (55) years of age.
- 16.1.2 Retiree shall have been an active, full-time employee of the Santa Cruz County Office of Education for a period of at least ten (10) consecutive years immediately prior to retirement. The County Superintendent may waive the requirement of ten (10) consecutive years as an active employee for any applicant for this program. For the purpose of this section only, unit members currently providing service and working a minimum of a thirty (30) hour week for 10 months or more shall be considered full-time.
- 16.1.3 The Santa Cruz County Office of Education will pay one (1) year of the medical and dental insurance premiums, as defined in Appendix C of this Agreement, for each two (2) years of active full-time employment for the Santa Cruz County Office of Education.
- 16.1.4 Employer contribution for all retirement plans to be frozen at the rate of the plan at the time of retirement.
- 16.1.5 Eligible employees hired prior to July 1, 1999 shall receive retiree health benefits commensurate to the medical and dental plan currently provided active Unit members (entitlement shall be for employee coverage plus one dependent with option to purchase coverage for additional dependents). Unit members eligible for Medicare will have a Medicare coordinated plan paid for by the Santa Cruz County Office of Education during the term of their eligibility.
- 16.1.6 Employees hired on or after July 1, 1999 shall receive retiree health benefits commensurate to the medical and dental plan currently provided active unit members (entitlement shall be for employee only with option to purchase higher levels of coverage) with all Santa Cruz County Office of Education employer provided health benefits to terminate at age 65.
- 16.1.7 As a condition of participation in this program, unit members will resign their position with the Santa Cruz County Office of Education, terminating their classified employment, and enter into a PERS service retirement status. In such a status, the retiree will cease to be a member of the Classified Employee Unit and will have no rights or responsibilities under the remaining provisions of this Agreement.
- 16.1.8 Employees retiring as of 6/30/2018 and beyond may purchase at their own expense dental coverage under the Santa Cruz County Office of Education plan if the individual qualified for such benefits.

16.1.9 Employees retiring as of 6/30/18 and beyond may purchase at their own expense vision coverage under the Santa Cruz County Office of Education plan if the individual qualified for other retiree benefits.

16.1.10A retired member of the Classified Employee Unit who returns for employment as a substitute or as a temporary employee with the Santa Cruz County Office of Education will be compensated according to Merit Rule 5.307 as of July 2015.

16.2 A surviving spouse may elect to continue coverage for himself/herself and dependents by paying through the Santa Cruz County Office of Education the premium cost during the period provided under COBRA.

ARTICLE 17

LAYOFF AND RE-EMPLOYMENT

- 17.1 Layoff shall occur only for a lack of work or lack of funds as determined by the County Superintendent.
- 17.2 Layoff shall be affected within a class. The order of layoff shall be determined by length of service within the class, plus higher classes. The employee who has been employed the shortest time in the class, plus higher classes shall be laid off first.
- 17.2.1 For all employees "Length of Service" is calculated on date of hire.
- 17.2.2 If two (2) or more employees subject to layoff have equal class seniority, then the determination shall be made by lottery.
- 17.3 Notice of Layoff
- 17.3.1 Affected employees shall be given written notice of layoff not less than sixty (60) days prior to the effective date of layoff.
- 17.3.2 When, as the result of the expiration of a project, classified positions are to be eliminated and employees are to be laid off at the end of the school year, affected employees are to be given written notice on or before April 29 informing them of their layoff effective at the end of the school year.
- 17.3.3 If the termination date of the project is other than June 30, such written notice shall be given not less than sixty (60) days prior to the effective date of their layoff.
- 17.3.4 In the event of an actual and existing financial inability to pay salaries of employees or a lack of work resulting from causes not foreseeable or preventable by the County Superintendent, employees may be laid off without the advance written notice provided for in subsection 17.3.1, 17.3.2, and 17.3.3.
- 17.3.5 An employee who is placed on the 39 month re-employment list and who is subsequently re-employed in a new position in a classification not previously held retains the right to be returned to the re-employment list if they fail to complete the probationary period in the new position.
- 17.4 Reduction in hours in Lieu of Layoff
- Any involuntary reduction in regularly assigned time shall be considered a layoff requiring satisfaction of all notice requirements and giving the affected employees all of their reemployment rights. Any employee may voluntarily request, at the discretion of the County Superintendent, a reduction in their assigned time for a period not to exceed one (1) year. Any proposed reduction in the regular assigned hours of a position shall not take effect until the Association has been notified and given the opportunity to respond.

Further, any voluntary reduction in assigned time shall not affect the hours assigned to that position.

17.4.1 The County Office agrees that it will not contract out or transfer bargaining unit work which has been customarily and routinely performed by employees which would displace or reduce the work hours of unit members. County Office agrees not to contract out for services in classifications where employees have been laid off. If it becomes necessary to contract out work, County Office agrees to negotiate the decision and/or effect of such contracting out.

17.5 A permanent employee who is laid off from a class and who has previous regular service in an equal or lower class shall have the right to bump an employee with less seniority in that lower class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.

17.6 Laid off persons are eligible for reemployment in the class from which they were laid off for a period of thirty-nine (39) months and shall be reemployed in the reverse order of layoff. Employee notification of rehire rights shall be made by registered mail. In addition, employees who suffer layoff shall have the right to apply for promotional positions for a period of thirty-nine (39) months following layoff. Notice of promotional opportunities shall be mailed to all employees who have suffered layoff.

17.7 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff and remain employed by the County Superintendent shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

17.8 If a temporary position becomes available within the 39 month rehire period, the employee who was laid off will be notified of the temporary work if it is within their job family. The laid off employee will be given the opportunity to test and interview for the position. Final authority for all temporary employment shall rest with the County Superintendent and hiring division.

17.9 Retirement in Lieu of Layoff

17.9.1 Any employee, otherwise qualified, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) working days prior to the effective date of the proposed layoff complete and submit a form provided by the County Superintendent for this purpose.

17.9.2 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 17.6 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

17.9.3 The County Superintendent agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the County Superintendent receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

- 17.9.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- 17.10 The County Superintendent shall establish, effective July 1, 1980, a classified seniority roster indicating class seniority and hire date seniority. An effort shall be made to construct such a roster reflecting earlier service.
- 17.11 Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the County Superintendent of an opening. Such notice shall be sent by U.S. Mail to the last address given the County Superintendent by the employee, and a copy shall be sent to the Association by the County Superintendent, which shall acquit the County Superintendent of its notification responsibility.
- 17.12 An employee shall notify in writing the County Superintendent of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the County Superintendent of refusal of reemployment within ten (10) working days from receipt of the reemployment notice.
- 17.13 Any employee who is improperly laid off shall be reemployed immediately.

ARTICLE 18

SAFETY

In order to assure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used:

- 18.1 The employer shall prepare and post rules for employee safety and the prevention of on- the-job accidents. Such rules shall provide regulations and precautions for the safety of employees in the performance of their duties.
- 18.2 All employees shall strive to maintain safe and sanitary conditions in their work areas of responsibility. Employees shall be provided with safety training when appropriate to their duties.
- 18.3 Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others, the County Office agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such items.
- 18.4 CSEA shall name classified employees equal to the number appointed by other employee units as safety representatives. The names of these representatives will be forwarded to the Safety Officer for the County Office of Education and will serve on the Safety Committee. The committee may make recommendations to the County Superintendent of Schools in the area of safety. CSEA may designate site representatives who may accompany the Cal OSHA investigator onsite inspection tours. Immediate supervisor must be notified when the inspection tour will commence. Employer must pay the CSEA site representative for the time spent on the inspection tour.
 - 18.4.1 The Association will receive a copy of any OSHA reports made about any of the facilities where members of the bargaining unit work. Such reports shall be provided to the CSEA Chapter President within five business days of receipt by the County Office.
- 18.5 A unit member shall report to the immediate supervisor any condition that he/she believes to endanger his/her health or safety. Such report shall be in writing, or shall be presented verbally followed as soon as practicable by a written report. The supervisor shall take responsive, reasonable, and appropriate action and shall so inform the employee in writing.
- 18.6 If the immediate supervisor is unable to eliminate the hazard, said supervisor shall refer the matter to the site supervisor.
- 18.7 If the site supervisor is unable to eliminate the hazard, the matter shall then be referred to the COE Business Manager, who has been designated by the County Superintendent as the Safety Officer. If the Safety Officer determines that a unit member may need to be temporarily relocated to an alternate work location pending further investigation, said member shall be relocated until the hazard has been corrected or the workspace has been deemed safe.
- 18.8 The Santa Cruz County Office of Education shall strive to provide a work place free from violence and/or assault.
- 18.9 Any case of assault shall be promptly reported to the employee's immediate supervisor. The

supervisor shall immediately take action appropriate to the incident.

- 18.10 The employee shall file a written report of the incident and shall be provided release time to prepare the report. In the event that disciplinary and/or legal action is necessary, the employee agrees to participate, as necessary, in said action.
- 18.11 No employee shall be subjected to disciplinary action for reporting health or safety hazards or acts of violence as outlined above.

ARTICLE 19

PROCEDURES FOR GRIEVANCES

19.1 Definitions

19.1.1 A "grievance" is an allegation that the grievant has been directly affected by a misinterpretation, misapplication, or violation of a specific provision(s) of this Agreement.

19.1.2 A "grievant" is the Association or an employee of the County Superintendent covered by the terms of this Agreement with an alleged grievance.

19.1.3 A "day" is defined to mean any day in which the main office of the County Superintendent is open for business.

19.1.4 Receipt shall mean that all documents and correspondence shall include written acknowledgment of receipt (signature page or proof of service) by the grievant and/or representative for the County Superintendent at each of the Formal Levels.

19.2 Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve the grievance by scheduling an informal conference with the immediate supervisor. The grievant must identify it as an informal grievance conference, and specify the remedy sought. The grievant must initiate this informal process within fifteen (15) days after the grievant knew, or by reasonable diligence would have known, of the act or omission giving rise to the grievance. Within fifteen (15) days of the informal conference, the supervisor shall give an answer, in writing, to the grievant.

Upon receipt of the written response, if the issue is not resolved, the grievant may proceed to the formal level. Failure to file a formal grievance within the fifteen (15) day period following receipt of the informal conference response or the failure of the supervisor to respond shall be deemed an acceptance of the remedy at the informal level.

If the response indicates that the immediate supervisor has determined he/she does not have the authority to resolve the grievance at his/her level, the grievant may, within fifteen (15) days, submit the formal grievance to the Assistant Superintendent (Step III) with a copy to the immediate supervisor.

19.3 Formal Level

19.3.1 Step I

19.3.1.1 In the event the grievant is not satisfied with the response or receives no response at the informal level within fifteen (15) days, the grievant may initiate the formal review process by submitting the grievance to the immediate supervisor in writing on the grievance form prescribed by the County Superintendent (Appendix F).

- 19.3.1.2 This statement shall be a clear, concise statement of the grievance, the specific section of this Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 19.3.1.3 The immediate supervisor shall communicate a decision in writing within fifteen (15) days after receiving the grievance. If the supervisor fails to respond within the prescribed period of time, the grievant has an additional fifteen (15) day period in which to proceed to Step II of the grievance process by submitting a grievance form (Appendix F) in accordance with Step II process.
- 19.3.1.4 Failure by a grievant to appeal a decision within the fifteen (15) day period following receipt of a proposed decision shall be deemed acceptance of the decision.

19.3.2 Step II

- 19.3.2.1 In the event the grievant is not satisfied with the decision or receives no response at Step I, the grievant has 15 days to appeal the decision to the next immediate supervisor by submitting an updated grievance form (Appendix F).
- 19.3.2.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear concise statement of the reasons for appeal.
- 19.3.2.3 The next immediate supervisor shall communicate a decision, in writing, to the grievant within fifteen (15) days after receiving the appeal. If the grievant is not satisfied or no response is received, the grievant has an additional fifteen (15) day period in which to appeal to the next step of the grievance process by submitting an updated grievance form (Appendix F) to the next immediate supervisor.
- 19.3.2.4 Failure by a grievant to appeal a decision within the fifteen (15) day period following receipt of a proposed decision shall be deemed acceptance of the decision.
- 19.3.2.5 In the event that the Grievant's immediate supervisor in Step II is the Assistant Superintendent, Step III below is to be by-passed, and the grievant may immediately proceed to Step IV of this procedure.

19.3.3 Step III

- 19.3.3.1 In the event the grievant is not satisfied with the decision or no response is received at Step II, the grievant may appeal the decision by submitting an updated grievance form (Appendix F) to the Assistant Superintendent or Superintendent's designee.

- 19.3.3.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear concise statement of the reasons for appeal.
- 19.3.3.3 The Assistant Superintendent, or Superintendent's designee, shall communicate his/her decision, in writing, to the grievant within fifteen (15) days after receiving the appeal. If the grievant is not satisfied, or there is no response, the grievant has an additional fifteen (15) day period in which to proceed to the next step of the grievance process.
- 19.3.3.4 Failure by a grievant to appeal a decision within the fifteen (15) day period following receipt of a decision shall be deemed acceptance of the decision.

19.3.4 Step IV

- 19.3.4.1 In the event the grievant is not satisfied with the decision at Step III, or no response is received, the grievant may make written appeal of the decision to the County Superintendent within fifteen (15) days after receiving a decision from Step III. The appeal shall take the form of a request calling for the convening of an informal fact-finding committee, hereafter "committee", and shall include a clear, concise statement of the reasons for the appeal.
- 19.3.4.2 The committee shall be composed of one person of the employee's choice, one person of the County Superintendent's choice, and one person chosen by these two selected members.
- 19.3.4.3 The selection process shall be completed by both parties within fifteen (15) days following the receipt of the appeal by the County Superintendent.
- 19.3.4.4 The expenses attendant to the selection of committee members and the payment of any and all fees charged by committee members shall be borne and paid for by the appointing party.
- 19.3.4.5 The committee, within fifteen (15) days of its formation, shall meet and consider the original grievance, the decisions rendered, and the statement of the reasons for the appeal. It may also receive evidence and testimony from the grievant, administration or other persons with knowledge related to the grievance. The committee shall reach a majority position as to the facts of the grievance and recommend terms of settlement. Such recommendations, which shall be advisory only, shall be submitted in writing to the County Superintendent and to the grievant.
- 19.3.4.6 The committee shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit their recommended settlement to the application and interpretation of this Agreement's provisions.
- 19.3.4.7 Within fifteen (15) days following receipt of the committee's report, the County Superintendent shall review the record, including all findings, conclusions and recommendations, to conduct his/her own hearing or investigation of the appeal, and render a final binding decision on the grievance. This does not abrogate a Grievant's right to initiate a judicial review of the proceedings when a final decision has been made.

19.4 Miscellaneous

- 19.4.1 Response: If the County Superintendent or his/her designee fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.
- 19.4.2 Conference: Grievant shall have the right to a conference, upon request, at each step.
- 19.4.3 Records: All records of the proceedings shall be retained by the Deputy Superintendent in a separate secured grievance file.
- 19.4.4 Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
- 19.4.5 Representation: Each party may be represented by a conferee at each formal stage of the grievance procedure. Grievant may select a conferee of their choice, which may or may not be a Job Representative designated by the Association.
- 19.4.6 Release Time: If the grievant requests that the Job Representative designated by the Association serve as his/her conferee, the Job Representative shall be permitted to leave his/her normal work area, subject to the approval as to scheduling of the Job Representative's immediate supervisor, for reasonable periods of time in order to assist in investigation, preparation, writing, presentation and resolution of grievances. Whenever possible, this shall occur during periods other than scheduled contact time with students.
- 19.4.7 Pay: A grievant required to appear at a grievance conference with the County Superintendent by reason of these procedures shall not suffer any loss of pay. All first through fourth step grievance processing at the formal level, including any or all conferences, shall only occur during periods other than scheduled contact time with students.
- 19.4.8 Extension of Time: Either party may request, in writing, a specific extension of any of the timelines.
- 19.4.9 Time Limitations: Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 19.4.10 Forms: Forms for filing and processing grievances shall be prepared by the administration with the cost being borne by the County Superintendent.
- 19.4.11 Grievance Without Intervention: An employee may present and have resolved a grievance without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the County Superintendent shall not agree to a resolution of the grievance until the Chapter President has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE 20

HEALTH AND WELFARE BENEFITS ADVISORY COMMITTEE

- 20.1 A Health and Welfare Benefits Advisory Committee shall be established to review cost containment proposals relating to health and welfare benefits and provide advice to the Superintendent.
- 20.2 The Committee shall consist of two (2) members each selected by CSEA and County Superintendent.
- 20.3 The Committee will be allowed release time up to a maximum of five (5) days per person per fiscal year to observe and/or attend pertinent workshops and meetings or to visit districts in order to adequately study proposals that could provide cost savings for the County Superintendent. Should the County Superintendent charge the Committee with conducting specific research, additional release days may be provided.
- 20.4 Any advice made by the Committee to the County Superintendent shall be timely for the negotiation process.

ARTICLE 21

PROFESSIONAL GROWTH

The purpose of this program is to provide incentive for unit members to enhance their current job performance and increase opportunities for career advancement in their current occupational areas and related promotional opportunities through in-service training and activities. Professional growth may be achieved through participation and completion in any activities such as:

1. College and adult education courses (live or online)
2. Institute learning programs
3. Conferences and workshops by SCCOE, city, county, or other outside organizations (live or online).
4. Holding an elective office in the Association or a related professional organization
5. Santa Cruz County Office of Education, county or city sponsored classes
6. Volunteer opportunities that are related to current role or serves a similar population as those to whom SCCOE provides services (see 21.2.6.).
7. Presenting as a primary or co-presenter at local, regional, state, or national workshops or conferences. This may include in-service trainings, guest lectures, webinar presentations, etc. on topics related to current job position and/or to related professionals (see 21.2.7.).

21.1 Professional Growth Increment

21.1.1 A professional growth increment may be earned by accruing ten (10) semester units or the equivalent. Accrual may result through successfully completing college or adult education classes, attendance at institute lectures, workshops, seminars, conferences or county-offered classes; or by holding an elective office in the Association or a related professional organization. Online coursework and other virtual learning platforms may be considered valid when there is adequate documentation of registration and participation/completion.

21.1.2 All units must be job related within job classification, job family, association office, or promotional opportunity.

21.2 Credit

21.2.1 Credit for graded college level courses or adult education courses shall be granted on a one-to-one basis. A grade of 'C' or better, or Pass on a Pass/Fail course, must be earned to receive credit for the course.

21.2.2 Credit for non-graded college or adult education level courses shall be granted on the basis of one (1) unit for fifteen (15) hours of class time. Credit for online learning content will be rounded to the nearest quarter hour if provided in minutes.

21.2.3 When applying for professional growth credit for activity during a regularly scheduled work period, an employee must verify approved unpaid leave prior to participation in

the professional development. For the purpose of this article unpaid leave is defined as a non-workday, holiday, vacation or compensatory time off. No unit of credit will be granted for the same professional activity for which the employee has previously received a unit unless recommended by the instructor. In no event shall units be created for a repeat course more than three (3) times.

- 21.2.4 Credit for holding elective office in the Association or serving as the professional growth chairperson will be at the rate of one and one-half (1 1/2) units for a full year of service. This may include any related local, county-wide, regional, state, or national organization.
- 21.2.5 An increment of Two hundred and Fifty Dollars (\$250.00) shall be paid for accrued units per Article 21.1.1, earned to a maximum of seven (7) increments. Increments shall be permanent and shall be paid in addition to any step, across- the-board, or promotional increase.
- 21.2.6 Credit for volunteer opportunities should be related to current job classification/profession, or could be an opportunity that serves a population that is otherwise served by the County Office of Education, such as those in transitional housing, those with special needs, high-risk youth, migrant families, etc. The volunteer opportunity should add to the development of one's area of practice or to the variety of populations served by the SCCOE. Service hours will be credited one (1) unit for thirty (30) hours of volunteer time.
- 21.2.7 Credit for presenting as a primary or co-presenter at conferences, workshops, or other in-service trainings, or as a guest lecturer at local, regional, state, or national presentations. May include live or recorded webinar or virtual presentations. Time spent on preparation will not be included as credited hours. One-time presentation per course, title, or topic. Credit will be at the rate of one (1) hour of presentation time.
- 21.2.8 When applying for professional growth credit for activity during a regularly scheduled work period, an employee must verify approved unpaid leave prior to participation in the professional development. For the purpose of this article, unpaid leave is defined as a non-workday, holiday, vacation or compensatory time off. No unit of credit will be granted for the same professional activity for which the employee has previously received a unit unless recommended by the instructor. In no event shall units be created for a repeat course more than three (3) times.

21.3 Criteria for Point Credit

The committee may allow credit for professional growth learning opportunities in keeping with the following criteria:

- 21.3.1 Credit will be authorized only when the expenses involved in the professional growth activity are paid by the employee unless an exception is granted by the County Superintendent.
- 21.3.2 Professional growth opportunities leading to improvement of skills and/or knowledge contained in the job classification. Learning opportunities shall be specific to the current assignment or promotional opportunity, e.g. music for the elementary classroom, psychology of student learners, and physical fitness in the pre-kindergarten-post-secondary classroom. Unit credit will only be creditable when consistent with the

requirements of the first paragraph of this Article.

21.3.3 Job improvement classes and/or experiences which lead to gaining more skills enabling an employee to function more effectively (i.e. human relations, Spanish, communications, computers, etc. within job classification, job family, Association office, or promotional opportunity).

21.3.4 Promotional classes and/or experiences to ready the employee for advancement.

21.3.4.1 If an employee is working towards a promotional opportunity that requires a college degree or a certificate from a training facility, the employee will be required to turn in a comprehensive list from the educational entity that shows all of the courses required for the degree or certificate for consideration of eligibility for job related hours or units.

21.3.4.2 Employees interested in pursuing education that may lead to a new career path outside of their job classification, but within the purview of the mission of the SCCOE and the population the agency serves, may also be considered.

21.3.4.3 Course “challenges” will not be given credit by the committee.

21.3.4.4 In the event the committee does not allow credit under this paragraph, the committee shall notify the candidate of the action in writing. When denied professional growth credit by the committee, an employee may appeal and provide to the committee (a) reference to the Article and section(s) invoked for creditable training and, (b) a detailed description how the class or training provides a substantive impact the employees’ current or promotional position. A maximum of one appeal will be allowed per professional growth submission

21.4 Participation Procedure

21.4.1 Participation is limited to employees who are probationary, permanent, or part-time, working three (3) hours or more per day for the school year (185 days) or 220+ days for other positions and classifications.

21.4.2 The Professional Growth Application, which can be obtained from the Human Resources web page, may be submitted to the Committee chairperson in person, through regular mail, or by email. If returned by regular mail, an email to the Chairperson confirming that the application was mailed is required. The application must be submitted within thirty (30) working days after completion of any professional growth activity. The committee will review the application and respond in writing to the applicant within ten (10) working days of the Professional Growth Committee meeting immediately following submission of the application.

21.4.3 An employee must submit a Professional Growth Application to the Professional Growth Committee Chairperson for approval by the last working day of May. Coursework taken after May 31 can be submitted and will be applied to the current fiscal year as long as the application and verification deadlines are met. A verification of satisfactory completion of all activities must be presented to the committee chairperson by June 30 of each year.

21.4.4 Upon completion of a course or training, the employee will submit verification of completion, and for grade coursework verification of passing grade (i.e. transcripts, course certification, time sheet, course schedule, grade verification), to the Professional Growth Committee Chairperson.

21.4.5 Credit will be recommended by the committee based upon official evidence of the successful completion of the professional growth activity.

21.4.6 Award of the increment shall become effective on July 1st, if recommended by the committee.

21.4.7 Only one (1) increment can be earned each year.

21.4.8 A maximum of seven (7) increments may be earned during the term of employment.

21.5 Increments

21.5.1 A verification of satisfactory completion of all activities must be presented to the committee chairperson by June 30th of the year in which the increment is earned. The committee chairperson will present to the County Superintendent or her/his designee(s) a listing of all candidates eligible for an increment during the first week of July.

21.5.2 Increments shall be paid on a monthly basis with regular pay to be reflected in the payroll starting no later than September 30th of any given year. A unit member is entitled to receive payment for an increment in the year in which it is earned and approved. Initial payment for an earned increment shall be awarded in a lump sum no later than September 30th subsequent to the increment being approved. In all subsequent years, payments for all accrued increments shall be paid on a monthly basis.

21.5.3 In order to receive payment for an increment, the individual must be an employee at the time the increment is earned, and the entire length of time the class is taken. If an individual is subsequently reemployed by the County Office of Education, previously earned increments and accrued coursework shall be restored upon their return if length of time away from the County Office of Education was less than five (5) years.

21.5.4 Upon Separation of Employment

21.5.4.1 If an employee separates from employment (resigns, retires, lay-off, etc.) from the County Office of Education prior to the end of the fiscal year (June 30th), any professional growth increments previously awarded will be prorated over 12 months. The employee will be paid at the monthly pro-rated amount from July to the date of separation. Any time worked in the month of separation counts for full pro-rated payment for that month.

21.5.4.2 If an employee separates from employment (resigns, retires, layoff, etc.) from the County Office of Education prior to the end of the fiscal year (June 30th), the employee will be paid out for the previous years' increments upon separation.

21.6 Professional Growth Committee

21.6.1 The Professional Growth Committee shall comprise:

- 21.6.1.1 The County Superintendent or her/his designee as an ex-officio member;
- 21.6.1.2 A management representative from the Student and/or Educational Services Division;
- 21.6.1.3 A management representative from the Business Services Division;
- 21.6.1.4 The Director of the Human Resource Department;
- 21.6.1.5 One (1) representative selected by the Unit from each of the six (6) major classifications of classified personnel: (1) clerical/secretary; (2) business; (3) maintenance, operations; or transportation; (4) audio- visual, technology; (5) instructional aides; (6) other support staff. Each representative shall have an alternate.

21.6.2 The Professional Growth Committee members shall elect from their number a chairperson from the Association.

21.6.3 A quorum will consist of six (6) voting members with a minimum of two (2) members representing management and two (2) members representing the employees being required for the quorum. A minimum of five (5) members is required to convene . Unit members of the committee may submit requests for professional growth, but are denied the opportunity to advocate for their submission and are required to abstain from the voting process. The committee may ask the member questions about their submission and the member may respond to any questions asked.

21.6.4 The Human Resources Department shall maintain in each participating employee's personnel file a copy of the completed Professional Growth application. The chairperson will keep the original application and all verification(s) in each participating employee's Professional Growth Program file.

21.6.5 Participating employees shall be notified by the first week of August if a Professional Growth increment has been awarded and of any remaining units/hours to be carried forward to the following year.

21.6.6 Whenever possible all CSEA and SCCOE appointments shall be for a period of three (3) years with staggered terms to ensure that at least one (1) experienced CSEA and SCCOE member remain on the committee at all times. This provision will not exclude reappointments by the appointing authority.

ARTICLE 22

FLEX TIME

- 22.1 Flex-time is defined as an alternative work arrangement wherein employees may choose their arrival and departure time and vary the length of their lunch break (lunch break shall be no less than one-half (1/2) hour). The employer recognizes and accepts the concept of flextime for implementation as appropriate within those job classifications represented by the Union. Supervisors are encouraged to make flextime available to employees to both meet the employee's needs, as well as addressing the issue of traffic congestion.
- 22.2 Flex-time shall be available to both probationary and permanent classified unit members. A request for flextime may be made at any time.
- 22.3 The structure of the workweek shall be mutually agreed upon by the unit member and the member's supervisor and approved by the appropriate Assistant Superintendent or Divisional Director. All original requests for flextime shall receive a written response, either approval or denial, within ten (10) working days. If denied, the requesting employee will have ten (10) working days to appeal in writing to the Superintendent or designee. The written response to the appeal shall be provided within ten (10) working days and a copy provided to the CSEA Chapter President.
- 22.4 Flex-time will not be available if the hours chosen adversely affect the operation of the Santa Cruz County Office of Education. If it is determined that a flex-time arrangement interferes with the operation of a program, the employer shall modify or terminate the arrangement with fifteen (15) working days written notification to the employee.
- 22.5 Application of this Article shall not violate any provisions of the Education Code or the Fair Labor Standards Act and no unit member will be denied any benefit contained elsewhere within this agreement.
- 22.6 Current flextime agreements will remain in effect subject to the provisions regarding modification/termination contained in paragraph 22.4 above.

ARTICLE 23

COMPENSATION FOR TRAINING

- 23.1 Any employee who, in order to continue employment in his/her current position, is required to attend training sessions, shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
- 23.2 When a specialized (i.e., non-regular) driver's license is a part of the job description, upon prior approval of the County Office, the cost of the license, school seminars and transportation shall be paid by the County Office.

ARTICLE 24

COMPLETION OF AGREEMENT

- 24.1 This document comprises the entire Agreement between the parties as to all those matters within the lawful scope of negotiations. It is understood that any or all Articles of this Agreement may be reopened during the initial year of the term as defined in Article 2. It is further understood that for a multi-year term, in all years subsequent to the initial year, negotiations may be reopened for the purpose of negotiating Article 11, Pay and Allowances, Article 12, Health and Welfare Benefits and a maximum of two (2) additional Articles per party. Both parties agree to notify the other party to this Agreement in writing, of its request to modify or amend Articles of this Agreement.
- 24.2 During the term of this Agreement, both parties expressly waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of the parties to this Agreement, and even though such subjects or matters were proposed and later withdrawn. This does not preclude negotiations related to a change in State law brought about by administrative or judicial finding or change in statute directly affecting this Agreement.

ARTICLE 25

COMMITMENT TO AGREEMENT

- 25.1 It is the intent of the parties that during the term of the Agreement the members of the Unit shall faithfully and diligently perform all of the duties normally associated with the positions.
- 25.2 In the event that members of the Unit take any steps in violation of the provisions of this section, the Association shall make every effort to prevent such activities and to induce the employees to comply with the terms of this Agreement.
- 25.3 In the event of violation of this section, the County Superintendent may terminate any right granted by this Agreement or by other provisions.

ARTICLE 26

SAVINGS

If any provision of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, this Agreement has been ratified and accepted on the date below, as indicated by its execution by the duly authorized representatives of each party, hereto.

Scott Mean-Hill, President
CSEA Chapter #484

Michael C. Watkins, Superintendent
Santa Cruz County Office of Education

Date CSEA Ratified: October 29, 2015

APPENDIX A

Santa Cruz County Office of Education Classified Personnel Titles and Range Numbers

CLASSIFICATION TITLE	RANGE	CLASSIFICATION TITLE	RANGE
FAMILY: ADMINISTRATION SUPPORT		FAMILY: PROGRAM AND FINANCIAL SUPPORT	
Executive Assistant, SELPA/MIS Technician	32	Project Coordinator, MEDI-CAL	45
Executive Assistant	32	Senior Community Organizer, Student Support Services	42
Department Office Coordinator	31	Financial Analyst	39
Senior Administrative Assistant	27	Community Organizer	39
Administrative Assistant	23	Community Organizer, Child Development Programs	39
Interpreter/Translator	23	Fiscal Accountant	35
Assistant	20	Project Coordinator	35
Receptionist II	16	Project Coordinator, Child Development Programs	35
Receptionist	14	Project Coordinator, Migrant Head Start	35
Clerical Assistant	12	Senior Credentials Analyst	35
		Senior Account Specialist, Benefits	35
FAMILY: INSTRUCTIONAL SUPPORT		Senior Account Specialist, Revenue and Apportionment	35
Program Coordinator, Outdoor Education	39	Senior Account Specialist, Retirement Reporting	35
Student Leadership and Engagement Coordinator	35	Account Specialist IV	33
Gang Intervention Specialist	33	Credentials Analyst	32
Program Assistant, Outdoor Education	31	Student Data Specialist II, Alternative Education	32
Foster Youth Educational Liaison	30	Student Data Specialist II, Special Education	32
Guidance Counselor Technician II	30	Project Specialist	30
Alternative Media Specialist, Visually Impaired	27	Project Specialist, Child Development Programs	30
Work Experience Specialist	27	Assessment, Data and Technology Specialist (Alternative Education)	29
Senior Instructional Aide	23	Human Resources/Credentials Technician	28
Senior Instructional Aide, Autism Support (Special Education)	23	Account Specialist III	27
Senior Instructional Aide, Juvenile Hall (Alternative Education)	23	Human Resources Technician	25
Guidance Counselor Technician I	21	Resource and Referral Technician, Child Development Programs, Level II	24
Campus Supervisor	21	Human Resources Assistant III	23
Alternative Media Assistant, Visually Impaired	20	Student Data Specialist	23
Instructional Aide, Alternative Education	19	Account Specialist II	21
Instructional Aide, Autism Support (Special Education)	19	Human Resources Assistant II	19
Instructional Aide, Special Education	19	Resource and Referral Technician, Child Development Programs, Level I	17
Parent Support Representative	17	Human Resources Assistant	16
		FAMILY: TECHNOLOGY SUPPORT	
FAMILY: MAINTENANCE		Network and Systems Administrator	50
Maintenance Specialist	30	Network Engineer	43
Maintenance Custodian	20	Technology Infrastructure Analyst	41
FAMILY: PROFESSIONAL SERVICES		Senior Systems Support Liaison	39
Family Services Counselor	54	Network Support Specialist	38
Occupational Therapist	54	Systems Support Liaison	38
Therapist/Physically Disabled	54	Technology Support Technician	33
		Web Technician and Digital Media Producer	31

APPENDIX B

2021-2022 COUNTY OFFICE OF EDUCATION

CLASSIFIED SALARY SCHEDULES
(See Next Two Pages)

Classified Salary Schedule – Effective 7/1/2021 Hourly

Classified Salary Schedule – Effective 7/1/2021 Monthly



Santa Cruz County Office of Education
Dr. Faris Sabbabh, Superintendent
2021-2022 Hourly Classified Salary Schedule
Effective 7/1/2021

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3	\$14.01	\$14.66	\$15.33	\$16.03	\$16.78	\$17.55
8	\$15.70	\$16.41	\$17.15	\$17.97	\$18.80	\$19.64
10	\$16.41	\$17.15	\$17.97	\$18.80	\$19.64	\$20.59
11	\$16.78	\$17.55	\$18.35	\$19.22	\$20.12	\$21.05
12	\$17.15	\$17.97	\$18.80	\$19.64	\$20.59	\$21.57
13	\$17.55	\$18.35	\$19.22	\$20.12	\$21.05	\$22.06
14	\$17.97	\$18.80	\$19.64	\$20.59	\$21.57	\$22.54
15	\$18.35	\$19.22	\$20.12	\$21.05	\$22.06	\$23.12
16	\$18.80	\$19.64	\$20.59	\$21.57	\$22.54	\$23.65
17	\$19.22	\$20.12	\$21.05	\$22.06	\$23.12	\$24.19
18	\$19.64	\$20.59	\$21.57	\$22.54	\$23.65	\$24.74
19	\$20.12	\$21.05	\$22.06	\$23.12	\$24.19	\$25.33
20	\$20.59	\$21.57	\$22.54	\$23.65	\$24.74	\$25.93
21	\$21.05	\$22.06	\$23.12	\$24.19	\$25.33	\$26.53
22	\$21.57	\$22.54	\$23.65	\$24.74	\$25.93	\$27.15
23	\$22.06	\$23.12	\$24.19	\$25.33	\$26.53	\$27.81
24	\$22.54	\$23.65	\$24.74	\$25.93	\$27.15	\$28.46
25	\$23.12	\$24.19	\$25.33	\$26.53	\$27.81	\$29.12
26	\$23.65	\$24.74	\$25.93	\$27.15	\$28.46	\$29.82
27	\$24.19	\$25.33	\$26.53	\$27.81	\$29.12	\$30.56
28	\$24.74	\$25.93	\$27.15	\$28.46	\$29.82	\$31.25
29	\$25.33	\$26.53	\$27.81	\$29.12	\$30.56	\$31.99
30	\$25.93	\$27.15	\$28.46	\$29.82	\$31.25	\$32.75
31	\$26.53	\$27.81	\$29.12	\$30.56	\$31.99	\$33.54
32	\$27.15	\$28.46	\$29.82	\$31.25	\$32.75	\$34.34
33	\$27.81	\$29.12	\$30.56	\$31.99	\$33.54	\$35.16
34	\$28.46	\$29.82	\$31.25	\$32.75	\$34.34	\$36.02
35	\$29.12	\$30.56	\$31.99	\$33.54	\$35.16	\$36.87
36	\$29.82	\$31.25	\$32.75	\$34.34	\$36.02	\$37.74
37	\$30.56	\$31.99	\$33.54	\$35.16	\$36.87	\$38.67
38	\$31.25	\$32.75	\$34.34	\$36.02	\$37.74	\$39.62
39	\$31.99	\$33.54	\$35.16	\$36.87	\$38.67	\$40.53
40	\$32.75	\$34.34	\$36.02	\$37.74	\$39.62	\$41.54
41	\$33.54	\$35.16	\$36.87	\$38.67	\$40.53	\$42.55
42	\$34.34	\$36.02	\$37.74	\$39.62	\$41.54	\$43.58
43	\$35.16	\$36.87	\$38.67	\$40.53	\$42.55	\$44.63
44	\$36.02	\$37.74	\$39.62	\$41.54	\$43.58	\$45.72
45	\$36.87	\$38.67	\$40.53	\$42.55	\$44.63	\$46.84
46	\$37.74	\$39.62	\$41.54	\$43.58	\$45.72	\$47.95
47	\$38.67	\$40.53	\$42.55	\$44.63	\$46.84	\$49.13
48	\$39.62	\$41.54	\$43.58	\$45.72	\$47.95	\$50.31
49	\$40.53	\$42.55	\$44.63	\$46.84	\$49.13	\$51.54
50	\$41.54	\$43.58	\$45.72	\$47.95	\$50.31	\$52.74
51	\$42.55	\$44.63	\$46.84	\$49.13	\$51.54	\$54.01
52	\$43.58	\$45.72	\$47.95	\$50.31	\$52.74	\$55.39
53	\$44.63	\$46.84	\$49.13	\$51.54	\$54.01	\$56.71
54	\$45.72	\$47.95	\$50.31	\$52.74	\$55.39	\$58.15

- Monthly Rate is based on 173.33 hours per month (2,080 hours/year)
- Per Article 11.1 of the CSEA Bargaining Unit Agreement: As of July 1, 2016, classic members of the bargaining unit covered by PERS will begin paying the employee portion of the retirement benefits to the California Public Employees Retirement System (CalPERS)
- Longevity Awarded After:

6 Years 2.5%	10 Years 5%	15 Years 7.5%	20 Years 10%	25 Years 12.5%	30 Years 15%
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- Unit members who have earned an Associate, Bachelor or Master's Degree will be eligible to receive an annual educational incentive. Annual award amounts are as follows: Associate Degree - \$375, Bachelor Degree - \$750, Master's Degree - \$1,500. Amounts are pro-rated based on FTE and a maximum of one degree educational incentive will be credited per employee per year
- Eligible employees are entitled to receive vision, dental, and medical coverage for the employee and their eligible dependents. Employees can choose between three HMO plans and two PPO plans. Each plan has an employee premium contribution amount which the employee can utilize a tax sheltered Section 125 Plan
- Eligible unit members who have completed the Registered Behavior Technician (RBT) Certification process through the Behavior Analyst Certification Board will receive a \$250 annual stipend (pro-rated on FTE) paid monthly in proportion to employee's work year
- Eligible unit members who have completed the Board Certified Assistant Behavior Analyst (BCaBA) Certification process through the Behavior Analyst Certification Board will receive a \$500 annual stipend (pro-rated on FTE) paid monthly in proportion to employee's work year
- Unit members may be eligible for the following stipends:

Specialized Health Care Procedures - 5%	Shift Differential - 5%	Bilingual - 5%
---	-------------------------	----------------

3% Salary Schedule Increase effective 7/1/2021

Superintendent Approved: 6/25/2021



Santa Cruz County Office of Education
Dr. Faris Sabbah, Superintendent
2021-2022 Monthly Classified Salary Schedule
Effective 7/1/2021

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1 Hourly
3	\$2,428	\$2,541	\$2,657	\$2,779	\$2,909	\$3,042	\$14.01
8	\$2,721	\$2,845	\$2,973	\$3,114	\$3,259	\$3,405	\$15.70
10	\$2,845	\$2,973	\$3,114	\$3,259	\$3,405	\$3,569	\$16.41
11	\$2,909	\$3,042	\$3,181	\$3,331	\$3,487	\$3,649	\$16.78
12	\$2,973	\$3,114	\$3,259	\$3,405	\$3,569	\$3,738	\$17.15
13	\$3,042	\$3,181	\$3,331	\$3,487	\$3,649	\$3,823	\$17.55
14	\$3,114	\$3,259	\$3,405	\$3,569	\$3,738	\$3,907	\$17.97
15	\$3,181	\$3,331	\$3,487	\$3,649	\$3,823	\$4,007	\$18.35
16	\$3,259	\$3,405	\$3,569	\$3,738	\$3,907	\$4,100	\$18.80
17	\$3,331	\$3,487	\$3,649	\$3,823	\$4,007	\$4,192	\$19.22
18	\$3,405	\$3,569	\$3,738	\$3,907	\$4,100	\$4,289	\$19.64
19	\$3,487	\$3,649	\$3,823	\$4,007	\$4,192	\$4,391	\$20.12
20	\$3,569	\$3,738	\$3,907	\$4,100	\$4,289	\$4,495	\$20.59
21	\$3,649	\$3,823	\$4,007	\$4,192	\$4,391	\$4,598	\$21.05
22	\$3,738	\$3,907	\$4,100	\$4,289	\$4,495	\$4,706	\$21.57
23	\$3,823	\$4,007	\$4,192	\$4,391	\$4,598	\$4,820	\$22.06
24	\$3,907	\$4,100	\$4,289	\$4,495	\$4,706	\$4,933	\$22.54
25	\$4,007	\$4,192	\$4,391	\$4,598	\$4,820	\$5,048	\$23.12
26	\$4,100	\$4,289	\$4,495	\$4,706	\$4,933	\$5,168	\$23.65
27	\$4,192	\$4,391	\$4,598	\$4,820	\$5,048	\$5,297	\$24.19
28	\$4,289	\$4,495	\$4,706	\$4,933	\$5,168	\$5,416	\$24.74
29	\$4,391	\$4,598	\$4,820	\$5,048	\$5,297	\$5,544	\$25.33
30	\$4,495	\$4,706	\$4,933	\$5,168	\$5,416	\$5,677	\$25.93
31	\$4,598	\$4,820	\$5,048	\$5,297	\$5,544	\$5,814	\$26.53
32	\$4,706	\$4,933	\$5,168	\$5,416	\$5,677	\$5,953	\$27.15
33	\$4,820	\$5,048	\$5,297	\$5,544	\$5,814	\$6,095	\$27.81
34	\$4,933	\$5,168	\$5,416	\$5,677	\$5,953	\$6,243	\$28.46
35	\$5,048	\$5,297	\$5,544	\$5,814	\$6,095	\$6,391	\$29.12
36	\$5,168	\$5,416	\$5,677	\$5,953	\$6,243	\$6,542	\$29.82
37	\$5,297	\$5,544	\$5,814	\$6,095	\$6,391	\$6,703	\$30.56
38	\$5,416	\$5,677	\$5,953	\$6,243	\$6,542	\$6,867	\$31.25
39	\$5,544	\$5,814	\$6,095	\$6,391	\$6,703	\$7,025	\$31.99
40	\$5,677	\$5,953	\$6,243	\$6,542	\$6,867	\$7,200	\$32.75
41	\$5,814	\$6,095	\$6,391	\$6,703	\$7,025	\$7,376	\$33.54
42	\$5,953	\$6,243	\$6,542	\$6,867	\$7,200	\$7,554	\$34.34
43	\$6,095	\$6,391	\$6,703	\$7,025	\$7,376	\$7,736	\$35.16
44	\$6,243	\$6,542	\$6,867	\$7,200	\$7,554	\$7,925	\$36.02
45	\$6,391	\$6,703	\$7,025	\$7,376	\$7,736	\$8,119	\$36.87
46	\$6,542	\$6,867	\$7,200	\$7,554	\$7,925	\$8,312	\$37.74
47	\$6,703	\$7,025	\$7,376	\$7,736	\$8,119	\$8,515	\$38.67
48	\$6,867	\$7,200	\$7,554	\$7,925	\$8,312	\$8,720	\$39.62
49	\$7,025	\$7,376	\$7,736	\$8,119	\$8,515	\$8,933	\$40.53
50	\$7,200	\$7,554	\$7,925	\$8,312	\$8,720	\$9,142	\$41.54
51	\$7,376	\$7,736	\$8,119	\$8,515	\$8,933	\$9,362	\$42.55
52	\$7,554	\$7,925	\$8,312	\$8,720	\$9,142	\$9,600	\$43.58
53	\$7,736	\$8,119	\$8,515	\$8,933	\$9,362	\$9,830	\$44.63
54	\$7,925	\$8,312	\$8,720	\$9,142	\$9,600	\$10,079	\$45.72

- Monthly Rate is based on 173.33 hours per month (2,080 hours/year)
- Per Article 11.1 of the CSEA Bargaining Unit Agreement: As of July 1, 2016, classic members of the bargaining unit covered by PERS will begin paying the employee portion of the retirement benefits to the California Public Employees Retirement System (CalPERS)
- Longevity Awarded After:

6 Years 2.5%	10 Years 5%	15 Years 7.5%	20 Years 10%	25 Years 12.5%	30 Years 15%
--------------	-------------	---------------	--------------	----------------	--------------
- Unit members who have earned an Associate, Bachelor or Master's Degree will be eligible to receive an annual educational incentive. Annual award amounts are as follows: Associate Degree - \$375, Bachelor Degree - \$750, Master's Degree - \$1,500. Amounts are pro-rated based on FTE and a maximum of one degree educational incentive will be credited per employee per year
- Eligible employees are entitled to receive vision, dental, and medical coverage for the employee and their eligible dependents. Employees can choose between three HMO plans and two PPO plans. Each plan has an employee premium contribution amount for which the employee can utilize a tax sheltered Section 125 Plan
- Eligible unit members who have completed the Registered Behavior Technician (RBT) Certification process through the Behavior Analyst Certification Board will receive a \$250 annual stipend (pro-rated on FTE) paid monthly in proportion to employee's work year
- Eligible unit members who have completed the Board Certified Assistant Behavior Analyst (BCaBA) Certification process through the Behavior Analyst Certification Board will receive a \$500 annual stipend (pro-rated on FTE) paid monthly in proportion to employee's work year
- Unit members may be eligible for the following stipends:

Specialized Health Care Procedures - 5%	Shift Differential - 5%	Bilingual - 5%
---	-------------------------	----------------

3% Salary Schedule Increase effective 7/1/2021

Superintendent Approved: 6/25/2021

APPENDIX C

CSEA Health and Welfare Benefits 2021-2022 Medical Rates

For 2021-22 (October 1, 2021 through September 30, 2022), the employer shall contribute an amount equal to fund the health plans listed below:

Anthem Blue Cross Premier 20 HMO	\$1,701.02
Delta Dental Service; maximum coverage of two thousand dollars (\$2,000.00) per year per eligible person	\$117.23
Vision Service Plan, Plan C (enhanced)	\$20.81
\$25,000.00 Employee Level Term Life Insurance	\$3.75
American Fidelity Long-Term Disability	.75% per \$100.00 of payroll

Option: Employee may buy up to either of the Anthem Blue Cross PPO Plans. Employer will offer an IRS 125 Plan for premium payments. Employee may also select one of the current lower cost Anthem Blue Cross HMO plans provided by Self Insured Schools of California (SISC).

-
1. Employee contribution varies according to plan chosen by employee.
 2. If provider is a PPO dentist, maximum coverage is two thousand two hundred dollars (\$2,200.00) per year, per eligible person.

APPENDIX D

As agreed in negotiations, this appendix has been removed.

APPENDIX E

2021-2022 COUNTY OFFICE OF EDUCATION & SCHOOL YEAR CALENDAR

2021-2022 SPECIAL EDUCATION POST SENIOR CALENDAR

(See next two pages)



SANTA CRUZ COUNTY OFFICE OF EDUCATION

Dr. Faris M. Sabbah, Superintendent
400 Encinal Street
Santa Cruz, CA 95060

2021-2022 Santa Cruz County Office of Education and Student Program Calendar

Board Approved: March 18, 2021

2021	M	T	W	TH	F
July				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
Aug.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			
Sept.	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	
Oct.	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Nov.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			
Dec.	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

NOTABLE DATES

July 5	Legal Holiday
Aug. 9	Orientation Day
Aug. 10	Teacher Work Day
Aug. 12	First Student Day
Sept. 6	Labor Day
Nov. 11	Veterans Day
Nov. 24, 26	Board Holiday
Nov. 25	Thanksgiving Day
Dec. 23	Board Holiday
Dec. 24	Legal Holiday
Dec. 30	Board Holiday
Dec. 31	Legal Holiday
Jan. 3	1 st day of Semester
Jan. 17	ML King, Jr. Day
Feb. 14	Lincoln's Birthday
Feb. 21	Presidents' Day
May 27	Last Student Day
May 30	Memorial Day

2022	M	T	W	TH	F
Jan.	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
Feb.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28				
Mar.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
Apr.	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
May	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			
June			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

LEGEND

	Legal Holiday
	Board Holiday
	Orientation Day/Teacher work Day
	Winter/Spring Breaks
	Start/End of the Semester
	Alt. Ed Staff Dev. (No School)
	Special Ed Staff Dev. (No School)

Total School Days: 180
Total Teacher Days: 185



SANTA CRUZ COUNTY OFFICE OF EDUCATION

Dr. Faris M. Sabbah, Superintendent
400 Encinal Street
Santa Cruz, CA 95060

2021-2022-SPECIAL EDUCATION DEPARTMENT POST SENIOR CALENDAR

2021	M	T	W	TH	F
July				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
Aug.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			
Sept.			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	
Oct.				1	
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Nov.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			
Dec.			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

Total School Days: 180
Total Teacher Days: 185

NOTABLE DATES

July 5	Legal Holiday
Aug. 9	Orientation Day
Aug. 10	Teacher Work Day
Aug. 11	First Student Day
Sept. 6	Labor Day
Nov. 11	Veterans Day
Nov. 24, 26	Board Holiday
Nov. 25	Thanksgiving Day
Dec. 23	Board Holiday
Dec. 24	Legal Holiday
Dec. 30	Board Holiday
Dec. 31	Legal Holiday
Jan. 5	1 st day of Semester
Jan. 17	ML King, Jr. Day
Feb. 18	Lincoln's Birthday
Feb. 21	Presidents' Day
May 27	Last Student Day
May 30	Memorial Day

LEGEND

	Legal Holiday
	Board Holiday
	Orientation Day/Teacher work Day
	Winter/Spring Breaks
	Start/End of the Semester
	Special Ed Staff Dev. (No School)

2022	M	T	W	TH	F
Jan.	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
Feb.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28				
Mar.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
Apr.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
May	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			
June			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

APPENDIX F

SANTA CRUZ COUNTY OFFICE OF EDUCATION, CSEA CHAPTER 484

GRIEVANCE FORM

Grievant's Name: _____

Position/Site: _____

Address: _____ Home # _____ Work # _____

Date Grievance Form Filed: _____ Presented to: _____

Grievance Step per Article 19 (Step I, II, III, IV) (Circle one response) Date: _____

Name of immediate Supervisor: _____

CONCISE STATEMENT OF GRIEVANCE

1. Statement of grievance (please indicate names, location, time, etc., if you need additional space, write on the back or attach additional sheets)

2. Specific Provision(s) of contract violated: _____

3. Date(s) of Alleged violation: _____

4. Date of Informal Conference _____

5. Attendees at Informal Conference _____

6. Decision rendered at informal conference (attach written decision): _____

SPECIFIC REMEDY SOUGHT (please indicate what you want to be done)

Signature: _____

Date filed: _____

Received by: _____

Date: _____

Attachments: Attach all correspondence

c: Immediate Supervisor, Assistant Superintendent, Student and Personnel Services, Person Filing Grievance and CSEA

APPENDIX G
PERFORMANCE REVIEW FORMS
(See next 6 Pages)

Administrative Support Level (Range 0-23)

Technical Level (Range 24-54)

Instructional Support Family



Dr. Faris Sabbah, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • 831-466-5600 • FAX 831-466-5607 • www.santacruz.coe.org

Classified Performance Review – Administrative Support Level (Range 0-23)

Employee	Job Classification	Program	Evaluation Period

Performance Rating Scale

Required Ratings:

1 = Exceeds the Requirements of the Job

2 = Meets the Requirements of the Job

3 = Professional Growth Area to Meet Requirements of Job

4 = Does Not Meet the Requirements of the Job

N = Not a Requirement of the Job

Organizational Requirements

1	2	3	4	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Observance of work hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Professionalism
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Customer service
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appropriate attire (consider position)

Interpersonal Skill Requirements

1	2	3	4	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts responsibility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stress management
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Team work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts direction

Position-Specific Requirements

1	2	3	4	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oral communication
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Written communication
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Record keeping
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality of work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Judgment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Initiative
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Organizational Skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follow through
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Problem solving skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Analytical skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Productivity
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Operation of equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Additional Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Classified Performance Review – Administrative Support Level (Range 0-23)

Employee	Job Classification	Program	Evaluation Period
Supervisor	Recognition of Outstanding Performance Areas (“1” Ratings)		
	Use additional sheets as necessary.		
	Professional Growth Area to Meet Job Requirements (“3” Ratings)		
	Use additional sheets as necessary.		
	Specific Deficiency Areas (“4” Ratings)		
	Use additional sheets as necessary.		
	An Improvement Plan Form is Required: I have attached an improvement plan form: <input type="checkbox"/> Yes <input type="checkbox"/> No The employee was provided a copy of the form: <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Additional supervisory comments:		
	Use additional sheets as necessary		
	Authorizations:		
_____ Supervisor/Date		_____ Co-Evaluator/Date	
_____ Program Director/Date		_____ Division Supt./Superintendent Designee/Date	
Classified Performance Review Results			
Summary Rating (Required): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Exceeds requirements of the job <input type="checkbox"/> Meets requirements of the job with Professional Growth areas identified </div> <div> <input type="checkbox"/> Meets requirements of the job <input type="checkbox"/> Does not meet requirements of the job </div> </div>			
Probationary Employees Only: <input type="checkbox"/> I do <input type="checkbox"/> I do “not” recommend this employee be granted permanent status.			
Collaborative	Professional Growth Area/s for Personal Development:		
	Use additional sheets as necessary.		
Employee	Employee comments:		
	Use additional sheets as necessary.		
	This report was discussed with me: <input type="checkbox"/> Yes <input type="checkbox"/> No I understand that my signature does not necessarily indicate agreement _____ Employee/Date		
HR Director	<div style="display: flex; justify-content: space-between;"> <div>Annual Review</div> <div>Special Review</div> <div>Probationary (2 month)</div> <div>Probationary (5 month)</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Notice/Unsatisfactory Service</div> <div>Notice/Commendation</div> </div>		
	_____ Human Resources Director Signature/Date		



BOARD OF EDUCATION

Mr. Ed Acosta
 Ms. Rose Filicetti
 Ms. Sandra Nichols
 Ms. Sue Roth
 Mr. Abel Sanchez
 Mr. Bruce Van Allen
 Ms. Alyssa Wall

Dr. Faris Sabbah, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • 831-466-5600 • FAX 831-466-5607 • www.santacruz.coe.org

Classified Performance Review – Technical Level (Range 24-54)

Employee	Job Classification	Program	Evaluation Period

Performance Rating Scale

Required Ratings:

1 = Exceeds the Requirements of the Job

2 = Meets the Requirements of the Job

3 = Professional Growth Area to Meet Requirements of Job

4 = Does Not Meet the Requirements of the Job

N = Not a Requirement of the Job

Organizational Requirements

1	2	3	4	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Observance of work hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Professionalism
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Customer service
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appropriate attire (consider position)

Interpersonal Skill Requirements

1	2	3	4	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts responsibility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stress management
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Team work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts direction

Position-Specific Requirements

1	2	3	4	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oral communication
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Written communication
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accounting practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality/accuracy of work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Independent judgment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Initiative
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Organizational Skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follow through
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Problem solving skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Project administration
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Analytical skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Time management
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Computer programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Confidentiality
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Leadership skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Additional Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Classified Performance Review – Technical Level (Range 24-54)

Employee	Job Classification	Program	Evaluation Period

Supervisor	Recognition of Outstanding Performance Areas (“1” Ratings)		
	Use additional sheets as necessary.		
	Professional Growth Area to Meet Job Requirements (“3” Ratings)		
	Use additional sheets as necessary.		
	Specific Deficiency Areas (“4” Ratings)		
	Use additional sheets as necessary.		
	<u>An Improvement Plan Form is Required:</u> I have attached an improvement plan form: <input type="checkbox"/> Yes <input type="checkbox"/> No The employee was provided a copy of the form: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Additional supervisory comments:</u> <div style="height: 40px;"></div>		
Use additional sheets as necessary			
<u>Authorizations:</u>			
Supervisor/Date		Co-Evaluator/Date	
Program Director/Date		Division Supt./Superintendent Designee/Date	
Classified Performance Review Results			
<u>Summary Rating (Required):</u> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Exceeds requirements of the job <input type="checkbox"/> Meets requirements of the job with Professional Growth areas identified </div> <div> <input type="checkbox"/> Meets requirements of the job <input type="checkbox"/> Does not meet requirements of the job </div> </div> <u>Probationary Employees Only:</u> <input type="checkbox"/> I do <input type="checkbox"/> I do “not” recommend this employee be granted permanent status.			

Collaborative	
	<i>Professional Growth Area/s for Personal Development:</i> Use additional sheets as necessary.

Employee	
	<i>Employee comments:</i> Use additional sheets as necessary.
	This report was discussed with me: <input type="checkbox"/> Yes <input type="checkbox"/> No I understand that my signature does not necessarily indicate agreement <div style="border-bottom: 1px solid black; width: 300px; margin-bottom: 5px;"></div> Employee/Date

HR Director	
	<div style="display: flex; justify-content: space-between; font-size: small;"> Annual Review Special Review Probationary (2 month) Probationary (5 month) </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Notice/Unsatisfactory Service Notice/Commendation </div>
	<div style="border-bottom: 1px solid black; width: 300px; margin-bottom: 5px;"></div> Human Resources Director Signature/Date



BOARD OF EDUCATION

Mr. Ed Acosta
Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Abel Sanchez
Mr. Bruce Van Allen
Ms. Alyssa Wall

Dr. Faris Sabbah, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • 831-466-5600 • FAX 831-466-5607 • www.santacruz.coe.org

Classified Performance Review – Instructional Support Family

Employee	Job Classification	Program	Evaluation Period

Performance Rating Scale

Required Ratings:

1 = Exceeds the Requirements of the Job

2 = Meets the Requirements of the Job

3 = Professional Growth Area to Meet Requirements of Job

4 = Does Not Meet the Requirements of the Job

N = Not a Requirement of the Job

Organizational Requirements					
1	2	3	4	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Observance of work hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Professionalism
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Interpersonal relations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appropriate attire (consider position)

Interpersonal Skill Requirements					
1	2	3	4	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts responsibility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge & application of practices that ensure personal & group safety.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates ability to handle stressful situations.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Communicates w/ colleagues, follows instructions & uses problem solving & other skills to work as an effective member of the instructional team.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts direction

Position-Specific Requirements					
1	2	3	4	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge of necessary subject matter content to provide instructional support and other direct services to students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge of the role & responsibilities of instructional support staff.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Applies basic knowledge of student development.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Applies professional standards of conduct, including the requirement of confidentiality.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Awareness of diversity among the children, youth, families & staff.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Applies the elements of effective instruction to assist teaching & learning as developed by the certificated/licensed staff in a variety of settings.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates ability to utilize appropriate strategies & techniques to provide instructional support in teaching & learning as developed by the certificated/licensed staff.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates ability to motivate & assist children & youth according to individual student needs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge & application of the ways in which technology can assist teaching, learning and record keeping.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge & application of social &/or health related support techniques.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates ability to organize & maintain a variety of student records.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Additional Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Classified Performance Review – Instructional Support Family

Employee	Job Classification	Program	Evaluation Period
Supervisor	Recognition of Outstanding Performance Areas (“1” Ratings)		
	Use additional sheets as necessary.		
	Professional Growth Area to Meet Job Requirements (“3” Ratings)		
	Use additional sheets as necessary.		
	Specific Deficiency Areas (“4” Ratings)		
	Use additional sheets as necessary.		
	<u>An Improvement Plan Form is Required:</u> I have attached an improvement plan form: <input type="checkbox"/> Yes <input type="checkbox"/> No The employee was provided a copy of the form: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Additional supervisory comments:</u> <div style="height: 40px;"></div> Use additional sheets as necessary		
<u>Authorizations:</u>			
Classified Performance Review Results			
<u>Summary Rating (Required):</u> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Exceeds requirements of the job <input type="checkbox"/> Meets requirements of the job with Professional Growth areas identified </div> <div> <input type="checkbox"/> Meets requirements of the job <input type="checkbox"/> Does not meet requirements of the job </div> </div> <u>Probationary Employees Only:</u> <input type="checkbox"/> I do <input type="checkbox"/> I do “not” recommend this employee be granted permanent status.			
Collaborative	<i>Professional Growth Area/s for Personal Development:</i>		
Employee	<i>Employee comments:</i>		
	Use additional sheets as necessary.		
	This report was discussed with me: <input type="checkbox"/> Yes <input type="checkbox"/> No I understand that my signature does not necessarily indicate agreement <div style="height: 20px;"></div> Employee/Date		
HR Director	<input type="checkbox"/> Annual Review <input type="checkbox"/> Special Review <input type="checkbox"/> Probationary (2 month) <input type="checkbox"/> Probationary (5 month) <input type="checkbox"/> Notice/Unsatisfactory Service <input type="checkbox"/> Notice/Commendation		
Human Resources Director Signature/Date <div style="height: 20px;"></div>			

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #484

CATASTROPHIC LEAVE BANK Request Form

Employee Name: _____

Position: _____

I am requesting _____ hours from the SCCOE Classified Catastrophic Leave Bank

(Please refer to Catastrophic Leave Policy for detailed requirements).

Please select one of the options below:

- ☐ Please solicit donations on my behalf.
- ☐ I wish my request to remain anonymous.

Employee Signature

Date

(or authorized representative if employee is unable to make a written request because of the catastrophic illness or injury)

Benefits Use Only

Date all accrued paid leave will be exhausted: _____ Date differential pay begins: _____

Verified by: _____ Date: _____

CSEA Use Only

☐ Approved Number of Hours: _____

☐ Denied Comments: _____

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #484

CATASTROPHIC LEAVE BANK Donation Form

The Catastrophic Leave Bank is open to all classified CSEA unit members who wish to donate sick hours to support a staff member in need. To initially become a member, one only needs to donate the equivalent of one day in hours.

Please refer to your Classified Unit Agreement for more information on the Catastrophic Leave Bank including definitions, eligibility, required contributions, withdrawals and administration.

Please complete the form below and return it to Sharon DeJong in the Special Education department at the Santa Cruz County Office of Education.

I, _____, being a classified employee of the Santa Cruz County Office of Education hereby

- ☐ Donate _____ hours to the Classified Catastrophic Leave Bank.
- ☐ Donate _____ hours to: _____ (after solicitation of hours)
- ☐ Do not wish to donate to the Classified Catastrophic Leave bank at this time.

Employee Signature

Date

Print Name

APPENDIX J

SANTA CRUZ COUNTY OFFICE OF EDUCATION

Faris Sabbah, Superintendent

Santa Cruz, California

PROFESSIONAL GROWTH APPLICATION

Name _____ Date Submitted _____

Position Title _____ Work Location/Dept. _____ Work Phone _____

Course/Organization Title _____ Home Phone _____

Date Course Starts _____ Ends _____ Time Starts _____ Ends _____

Days of Week course takes place:

Su ☐ M ☐ T ☐ W ☐ TH ☐ F ☐ Sat ☐

Location _____

This is a required course to obtain a/an:

- ☐ Specialized Certification
☐ Associate's Degree
☐ Bachelor's Degree
☐ Other: _____

Will you earn units or hours? How Many?

☐ Units _____ ☐ Hours _____

If the course is taken during regular work hours, you must submit a copy of your time sheet (or other form of verification) indicating that you used approved authorized leave.

Description of course, workshop, or organization. Be sure to include course, or any other relevant support material.

Requests for organization must include office held.

Please state why the course is related to your position:

Refer to Article 21 - Professional Growth - of the Classified Employee Unit Agreement for rules.

Increments:

Organization/Elected Office, Job Related 1.5 units per year
15 hour courses/workshops = 1 unit

10 units = 1 increment = \$250

A maximum of 7 increments (\$1750) may be earned

*Beginning 7/1/2013 a maximum of three non-job related units may be applied to an increment.

Distribution:

1. Professional Growth permanent file.
2. Employee's Personnel File
3. Employee receives copy after Professional Growth Activity has been completed
4. After committee's action, copy to employee for verification.
5. Employee

Committee Use Only

Date Request Received _____

Committee Action:

Date: _____

☐ Approved

☐ Disapproved

☐ Job Related

☐ Non-job related units

Explanation of Action: _____

Verification Received Date

☐ Completed

☐ Not Completed

Number of Units _____

Number of Hours _____

Units/Hours Approved/Posted _____

Chairperson's Signature _____

Santa Cruz County Office of Education
And the
California Schools Employee Association, Chapter 484

TENTATIVE AGREEMENT
Side Letter to the 2018-19 CSEA Contract

June 5, 2018

The Santa Cruz County Office of Education (SCCOE) and the California Schools Employees Association, Chapter 484 (CSEA) hereby agree to the following items to conclude contract negotiations for 2018-2019.

Preamble

The parties agree to add a preamble to the collective bargaining agreement that provides a summary to unit members of the main terms and conditions in the contract.

Article 11 Pay and Allowances:

1. As of July 1, 2018, the SCCOE shall increase the classified employee salary schedule for bargaining unit member by three percent (3%), and an additional 1% one-time off schedule stipend for any member of the Classified Unit currently employed as of July 1, 2018.
2. As of July 1, 2019, the SCCOE shall increase the classified employee salary schedule for bargaining unit member by two percent (2%).
3. In addition to the salary changes, above language was revised to include a stipend for a Master's Degree and a stipend for a Registered Behavior Technician and BCaBA. See article for details.
4. During fiscal years 2018-2019 and 2019-2020, there shall be no reopeners to the bargaining agreement for any fiscal items.

Article 2 Term:

1. Update the term for the duration of the collective bargaining agreement to July 1, 2018 to June 30, 2021.

Article 12 Health and Welfare:

1. During fiscal years 2018-2019 through 2019-2020, the SCCOE agrees to pick up 50% of any increase in Health and Welfare benefits based on the High HMO plan; bargaining unit members shall be responsible for all additional increases.

Article 9 Hours and Overtime: Revised per TA for Outdoor Science School employee's hours and overtime regarding overnight shifts.

Article 13 Vacation: Revised to move vacation accruals to 7/1 not affecting probationary employees.

Article 14 Leaves: Revised language to make changes to the catastrophic leave bank. 100-day extended medical leave language shall be finalized by subcommittee no later than March 15, 2019 for implementation for the 2019-2020 fiscal year.

Article 16 Retirement: Revised to allow retirees from 6/30/18 forward, the ability to purchase at their own cost, vision and dental if they qualify for retiree health benefits.

Article 21 Professional Growth: Revised language to pay increments on a monthly basis. Upon separation, increments owed shall be paid. See article for details.

Appendix C Long-Term Disability: Review long-term disability plans and options.

Side Letter
CSEA to the COE

This is an agreement between CSEA and the Santa Cruz County Office of Education (SCCOE) that both parties agree to discuss Extended Sick Leave language under Article 14 in committee no later than March 15, 2019 to be implemented for the 2019-20 school year. The committee will consist of two (2) representatives from CSEA and two (2) representatives from the SCCOE. Recommendations made through this committee will be presented during the 2018-19 CSEA Negotiations.

Appendix C Long-Term Disability: Review long-term disability plans and options.

**Santa Cruz County Office of Education
And the
California School Employees Association Chapter #484**

Side Letter on AB119 New Employee Orientation

November 1, 2017

I. NOTICE TO CSEA OF NEW HIRES

- A. The Santa Cruz County Office of Education (SCCOE) shall provide California Schools Employees Association (CSEA) notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. The following information shall be provided : full legal name, date of hire, classification, and site.

II. EMPLOYEE INFORMATION

- A. "Newly hired employee" or "new hire" means any employee, whether permanent , full time, part time, hired by the COE, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the COE and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- B. The COE shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, within 30 days of been hired.
1. This contact information shall include the following items:
- a. First Name;
 - b. Middle initial;
 - c. Last name;
 - d. Suffix (e.g. Jr., III)
 - e. Job Title;
 - f. Department;
 - g. Primary worksite name;
 - h. Work telephone number;
 - i. Work Extension;
 - J. Home Street address (incl. apartment #)
 - k. City
 - l. State
 - m. ZIP Code (5 or 9 digits)
 - n. Home telephone number (10 digits);

- o. Personal cellular telephone number (10 digits);
 - p. Personal email address of the employee;
 - q. Last four numbers of the social security number;
 - r. Birth date;
 - s. Employee ID;
 - t. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
 - u. Hire date.
2. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the COE.

- C. **Periodic Update of Contact Information:** The COE shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall be provided as outlined in section b 1.

Newly hired employees may, in accordance with the Public Records Act (PRA), request not to have their home address, home telephone number, personal cellular telephone number, and birth date provided to their exclusive representative. Under the PRA, this personal information is *not* open to *public* disclosure, but *is* open to the exclusive representative, unless the employee affirmatively requests otherwise. (*County of Los Angeles v. Los Angeles County Employee Relations Commission* (2013) 56 Cal.4th 905.) The employer may not encourage employees to make such a request.

III. NEW EMPLOYEE ORIENTATION

- A. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- B. The COE shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the COE's operations that was not reasonably foreseeable.
1. In the event the SCCOE conducts a group orientation, CSEA shall have thirty (30) minutes of paid release time not including travel time, for one (1) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session. Except that the orientation will not be rescheduled due to the availability of the CSEA LRR.

2. In the event the SCCOE conduct one-on-one orientations with new employees, CSEA shall have fifteen (15) minutes of paid release time not including travel time, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session. Except that the orientation will not be rescheduled due to the availability of the CSEA LRR.
- C. The COE shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of COE materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the COE for distribution.
- D. The orientation session shall be held on COE property during the workday of the employee(s), who shall be given release time to attend. For 10-month employees, who are hired during the Summer Break, the orientation session shall be held on COE property during their onboarding process.
- E. During CSEA's orientation session, no SCCOE manager or supervisor or non-unit employee shall be present, unless invited by CSEA.

IV. **GRIEVANCE PROCEDURE**

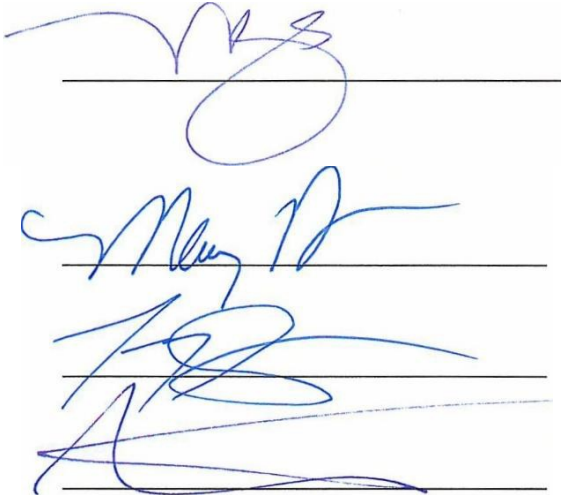
Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be resolved through the Public Employment Relations Board (PERB).

V. **DURATION OF AGREEMENT**

- A. Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other. At the time of the contract opening July 1, 2021 the agreement may be added to the contract by mutual agreement between both parties.
 1. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.
- B. Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the SCCOE, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

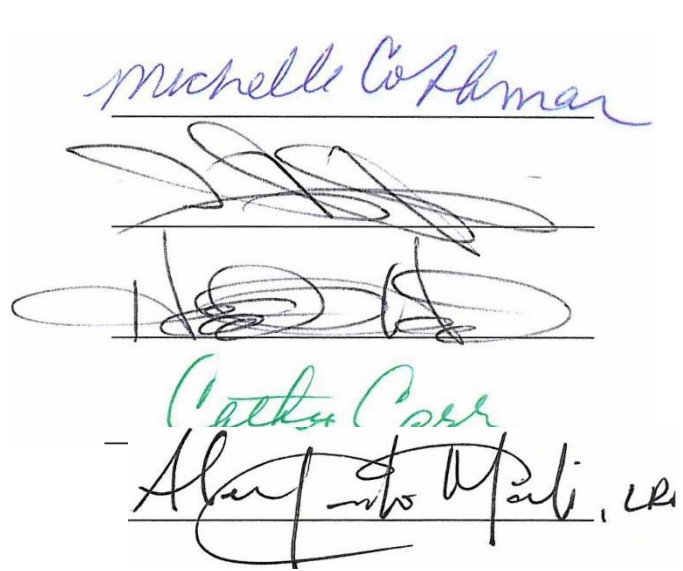
NO FURTHER CHANGES TO THIS SIDE LETTER

SCCOE
Signature(s)



Four handwritten signatures in blue ink on lined paper. The first signature is a stylized 'V' with a loop. The second signature is 'May 12'. The third signature is a stylized 'FZ'. The fourth signature is a stylized 'A'.

CSEA
Signature(s)



Four handwritten signatures on lined paper. The first signature is 'Michelle Costman' in blue ink. The second signature is a stylized signature in blue ink. The third signature is a stylized signature in blue ink. The fourth signature is 'Patrick Costman' in green ink, followed by 'Alan Costman' in blue ink.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Board Policy and Procedures Review Committee

Date: October 14, 2020

To: Board of Directors

From: Adam Weinberger, Chairperson Policy and Procedures Review Committee

Subject: Policy 610 - Revised Collective Bargaining Agreement Ratification During
Coronavirus Pandemic

The CSEA Board of Directors took action in March 2020 to allow chapters to ratify agreements if the scope of the proposed agreement solely concerned school closure due to the pandemic, and took action again in April 2020 to allow chapters to ratify negotiated agreements beyond the scope of the pandemic to avoid a delay in the receipt of pay and the implementation of other negotiated working conditions. Since such time, a replacement modification of these temporary ratification methods is necessary to reflect the use of electronic meetings and electronic polling now commonplace among CSEA chapters. Chapters should not ask members to gather together in person to do union business so long as health officials are discouraging such gatherings due to the coronavirus pandemic.

Therefore, Policy 610 and the provisions of a Chapter's Constitution and Bylaws on formal ratification should be temporarily waived as follows:

1. Distribution of agreement: The tentative agreement shall be distributed by email or text to all bargaining unit members who have provided this contact information at least one day prior to distribution of a ratification notice. A statement shall be included that bargaining unit members are permitted to ask questions or offer debate in favor of approving or denying the tentative agreement at any time until the ratification vote is complete.
2. Ratification: Notice of ratification shall be distributed by email or text to all CSEA members of the bargaining unit. Active CSEA members of the bargaining unit who are in good standing shall be entitled to vote by secret ballot on the ratification or rejection of the agreement. The meeting notice shall include: (1) a statement indicating that the Negotiating Committee recommends ratification of the negotiated agreement; (2) whether the ratification will be conducted via electronic meeting in accordance with paragraph (a) below, or via online poll in accordance with paragraph (b) below; and (3) the information necessary to access the ratification.
 - (a) Ratification by electronic meeting: The meeting notice shall be sent to all bargaining unit members no later than five (5) working days before the scheduled meeting.* Voting shall occur during the meeting and results announced prior to close of the meeting.

- (b) Ratification by online poll: Notice shall be sent at least five (5) working days in advance of the date set for online balloting to close.* Voting will occur via online poll or balloting service during such period. Members may also be given the opportunity to vote via email, text, conference call, however, should a member request an anonymous method of voting, the Chapter Executive Board shall accommodate that request pursuant to this requirement of the Association Bylaws.

* The Executive Director, or designee, may approve a notice period of less than five (5) working days, upon request of the chapter executive board and the concurrence of the Field Director.

- 3. No chapter shall enter into a negotiated agreement or take a formal ratification vote, until it has been reviewed by the Labor Relations Representative and the Field Director.
- 4. Unless specifically set aside by this waiver, the provisions of Policy 610 remain in full force and effect.
- 5. This temporary waiver of Policy 610 henceforth shall be the only waiver utilized to conduct ratification votes until limitations on gatherings are lifted or unless modified by action of the CSEA Board of Directors, and shall supersede all prior Policy 610 waivers.

RECOMMENDATION:

That the Board of Directors approve the Policy 610 - Revised Collective Bargaining Agreement Ratification During Coronavirus Pandemic as presented.

Santa Cruz County Office of Education
And the
California School Employees Association and its Chapter #484

Side Letter on Incentivising CSEA Ten Month Employees to Work During the 2021 Summer

Session

May 25, 2021

Implementation of AB 86, COVID-19 Relief and School Reopening, Reporting, and Public Health Requirements.

A local educational agency (LEA) receiving funds under subdivision (b) of Section 43521 shall implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, pupils who are eligible for free or reduced-price meals, English learners, foster youth, homeless pupils, pupils who are individuals with exceptional needs, pupils at risk of abuse, neglect, or exploitation, disengaged pupils, and pupils who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020-21 school year, credit-deficient pupils, high school pupils at risk of not graduating, and other pupils identified by certificated staff.

Of the funds apportioned to an LEA, it shall use at least 10 percent of its apportionment to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. Supplemental instruction and support shall be prioritized for English learners and pupils who are individuals with exceptional needs.

1. Stipend:

The Santa Cruz County Office of Education (SCCOE), agrees that it will pay 10-month permanent employees from the "Instructional Support" Family and the "Professional Services" Family, a one-time stipend of one thousand dollars (\$1,000) upon the successful completion of their 2021 Extended School Year (ESY) or Summer School assignment. One-time stipends will be paid out to eligible employees on the first available supplemental pay date following the completion of their ESY/Summer School Assignment. To be eligible to receive the full one-time stipend, employees must meet the following criteria:

- a. Must be a 10-month employee from either the "Instructional Support" or the "Professional Services" Families.
- b. Be an active employee throughout the entirety of their ESY/Summer school assignment.
- c. Complete at-least ninety percent (90%) of the total hours of their ESY/Summer School assignment as verified by employee timesheets. Eligible Employees shall not be eligible to use any types of leaves available to them to help meet the ninety percent (90%) requirement.

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2. Job Share:

In the event that, otherwise eligible, employees decide to "job share" an ESY/Summer School assignment, the amount owed to each employee shall be prorated based on total hours worked for each employee.

a. In no event, shall the combined amount received for "job share" assignments exceed one thousand dollars (\$1000).

b. A written statement of hours and days worked by each employee, involved with an ESY/Summer School "job share", shall be on file with the employee's department and with the payroll department.

c. All other criteria as outlined above (1 a-c) must be met to be eligible to receive the stipend.

3. Leaves:

Sick leave, comp time, floating holidays, or any other type of leave may not be counted towards the 90% threshold needed to receive the stipend.

4. In Person:


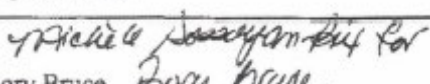
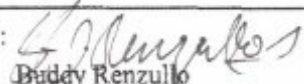
The intent of this MOU is to enable the provision of in person services to students. If a unit member provides remote services, such service shall not count toward the 90% threshold needed to receive the stipend.

5. Further Negotiations:

This MOU does not preclude the parties to enter into future agreements regarding the provision of in person services.

6. Duration of Agreement:

This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until July 30, 2021

Dated: 6/6/2021	By: Faris Sabbah SCCOE Superintendent 
Dated: 6/11/2021	By:  Rory Bruce California School Employees Association Chapter 484
Dated: 6/11/2021	By:  Buddy Renzullo California School Employees Association Labor Relations Representative

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*The nation's largest
independent classified
employee association*



June 11, 2021

Via Electronic
rqbruce@yahoo.com

Roderick Bruce, Chapter President
Santa Cruz COE Chapter 484
514 Soquel Ave
Santa Cruz, CA 95062-2301

RE: Side Letter Agreement – Summer Session

Dear President Bruce:

We have received the Side Letter Agreement (SLA) regarding Summer Session tentatively agreed to between the Santa Cruz County Office Of Educ and California School Employees Association and its Santa Cruz COE Chapter 484.

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this SLA is required. Please provide your Labor Relations Representative Raymond Renzullo with the ratification date so that we may update our records.

Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice. Should your chapter choose to ratify prior to the "Shelter-in-Place" order and/or limitations on gatherings being lifted, please be sure to follow the October 14, 2020 temporary emergency waiver of Policy 610 (attached).

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedications are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Debra Cole
Field Director

DC/rg

Attachment: SLA – Summer Session

c: Marisa Hernandez-Ancira, Regional Representative 48; Machel Kessinger, Area C Director; Raymond Renzullo, Labor Relations Representative; Chapter 484 Contract File