



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBAH • 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, 2024 - June 30, 2027

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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 (COE), and the California School Employees Association (CSEA), Santa Cruz County Office of Education (COE), 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 (COE), a Merit System has been established, the parties recognize that the Personnel Commission of the Santa Cruz County Office of Education (COE) 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 COE 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.

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 vacation 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 Enterprise Resource Program at that time. Additionally, leave balances typically are a month behind when printed on paycheck stubs. You may email the Santa Cruz County COE benefits department if actual leave balances are needed. **See Article 14 for additional information.**

New Hire Orientation 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 one and a half percent (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 two dollars (\$2) 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 COE 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 the Public Employment Relations Board (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, 2024 and terminate June 30, 2027, 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 (2) and three (3) 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 COE.
- 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 themselves 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 COE 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 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 COE 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 (5) days' notice for the requested leave;
 - 5.7.4.4 Participation is limited to a maximum of ten percent (10%) per department with a minimum of one (1) unelected Unit member 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 their use of Association leave and must do so within ten (10) days of the receipt of the COE'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 COE 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 their supervisor that they are leaving their normal work area and shall notify the supervisor of the grievant of their presence. A Job Steward shall be permitted to leave their 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 their supervisor upon return to normal duty.
- 6.4 A Job Steward shall be reasonable in performing their 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 CSEA 484 shall have the sole and exclusive right to receive the payroll deduction for regular membership dues. Santa Cruz COE shall deduct dues in accordance with the current CSEA dues schedule which CSEA shall provide to Santa Cruz COE and in compliance with this Article. Santa Cruz COE shall pay CSEA within fifteen (15) days of the deduction, all sums so deducted. Santa Cruz COE shall provide a listing of bargaining unit employees and dues deductions along with the payment. CSEA shall notify Santa Cruz COE of all employees who become members of CSEA and who are subject to dues deductions.

7.2 Membership Status and Information

7.2.1 Santa Cruz COE shall distribute CSEA supplied membership packets to new hires and will receive returned membership applications for collection by CSEA.

7.2.2 Santa Cruz COE shall refer all employee questions about CSEA membership or dues to the CSEA Labor Relations Representative and shall obtain employee approval on behalf of CSEA before processing any revocation request.

7.2.3 Santa Cruz COE 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 Santa Cruz COE 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 Santa Cruz COE, 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 Santa Cruz COE has given CSEA prompt notice.

7.3.2 CSEA shall defend and indemnify Santa Cruz COE 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 Santa Cruz COE 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, Executive 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 (2nd) and fifth (5th) 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 **Employees** 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 COE 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 COE. 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 (90) 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 not scheduled to work or called back to work after completion of their 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 ten (10) month employees employed in classification within the Instructional Support Family (refer to Appendix A), the work year shall consist of a minimum of one hundred eighty five (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 ten (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, twelve (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 COE 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 fifteen (15) 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. June 19, known as "Juneteenth"
7. July 4
8. The first Monday in September, known as "Labor Day"
9. A day in lieu of Admission Day
10. November 11, known as "Veteran's Day"
11. The Thursday in November proclaimed by the President as "Thanksgiving Day"
12. The Day after Thanksgiving
13. December 25
14. Either December 24 or December 26
15. 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 Ten (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 their 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 part of compensation, for all full-time employees, the Unit agrees to join with the COE and fund retirement benefits.
- 11.1.1 As of July 1, 2021, The Santa Cruz COE agrees to increase the CSEA Classified Salary Schedule by three percent (3%).
- 11.1.2 As of July 1, 2022, The Santa Cruz COE agrees to increase the CSEA Classified Salary Schedule by three and a half percent (3.5%).
- 11.1.3 As of July 1, 2023, The Santa Cruz COE agrees to increase the CSEA Classified Salary Schedule by eight percent (8%).
- 11.1.4 As of July 1, 2024, the Santa Cruz COE agrees to increase the CSEA Classified Salary Schedule by two percent (2%)
- 11.2 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.
- 11.2.1 All future step increases and longevity bonuses will commence on July 1 preceding the completion of the appropriate years of service.
- 11.2.2 Probationary step increases will not change and will continue to be paid at the six (6) month anniversary date.
- 11.3 An employee shall receive a longevity bonus based upon the following conditions:
- a. After six (6) years of service the employee shall receive a two and a half percent (2.5%) longevity increment at the employee's annual salary rate.
- b. After ten (10) years of service the employee shall receive a two and a half percent (2.5%) longevity increment at the employee's annual salary rate.
- c. After fifteen (15) years of service the employee shall receive a two and a half percent (2.5%) longevity increment at the employee's annual salary rate.
- d. After twenty (20) years of service the employee shall receive a two and a half percent (2.5%) longevity increment at the employee's annual salary rate.
- e. After twenty-five (25) years of service the employee shall receive a two and a half percent (2.5%) longevity increment at the employee's annual salary rate.
- f. After thirty (30) years of service the employee shall receive a two and a half percent (2.5%) longevity increment at the employee's annual salary rate.
- g. After thirty-five (35) years of service the employee shall receive a two and a half percent (2.5%) longevity increment at the employee's annual salary rate.
- 11.3.1 Base salary will be defined as step and range on the Classified Salary Schedule.
- 11.3.2 Overtime
- The longevity bonus will apply to both regular earnings and overtime earnings.

11.3.3 Transfer of Service

Only that service rendered in the Santa Cruz COE will be counted for longevity bonus purposes.

11.3.4 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 COE and in no way relates to the range and step of placement and therefore is not affected by the establishment of Y-rate.

- 11.4 An employee authorized and required to use a personally owned vehicle for CCOE business shall be reimbursed at the established rate.
- 11.5 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 COE shall, within five (5) 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.
- 11.6 When the COE determines a wage overpayment has been made to a unit member, it shall notify the employee in writing of the overpayment, afford the unit member time to respond before commencing repayment, and inform the unit member of their rights and payment options as outlined in Education Code 44042.5.
- 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 COE.
- 11.8 Uniforms: 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 COE.
- 11.8.1 Uniforms, consisting of shirts and or pants, shall be provided upon request for Maintenance Specialist and Maintenance Custodian staff who shall receive six (6) sets, annually. These employees shall be responsible for cleaning their own uniforms. If a uniform needs replacement the employee shall inform the supervisor who will address the issue.
- 11.8.2 Maintenance and custodial staff shall be allowed up to two hundred dollars (\$200) every two (2) fiscal years for the purchase of "hard" toed boots or shoes. The employer shall reimburse employees within seventy-five (75) days of presentation to the Business Office of documentation that the boots/shoes were purchased in compliance with this section.
- 11.9 Premiums and Stipends
- 11.9.1 It shall be the responsibility of the Santa Cruz COE to notify employees by June 1, annually, if they are no longer eligible for a premium or 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 Santa Cruz COE reserves the right to discontinue the premium or 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.

11.9.2 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 five percent (5%) shift differential in addition to that position's regular salary.

11.9.3 A bilingual premium of two and a half percent (2.5%) 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. Unit members may only earn one bilingual/biliterate premium. The employer shall determine the number of bilingual positions needed by site.

a. Bilingual - A unit worker who is certified by the Human Resources as bilingual is one with a demonstrated ability to converse fluently in a language other than English, including sign language. Bilingual competency will be determined by the attainment of a passing score of an oral examination.

11.9.4 A bilingual/biliterate premium of five percent (5%) shall be paid to each employee whenever it is determined by the employer that bilingual/bi-literate skills are required as a condition of employment.

a. Bilingual/Biliterate - A unit worker who is certified by the Human Resources as bilingual/biliterate is one with a demonstrated ability to converse fluently and communicate in writing in a language other than English with the sufficient skill to convert all routine written materials from one language to another.

11.10 Unit members who have earned an Associate, a Bachelor, 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 (\$1,500) for a Master's Degree. The educational incentive amount will be prorated based upon full time equivalent (FTE), and a maximum of one Degree educational incentive will be credited per employee annually.

11.10.1 Official verification of the educational incentive earned must be submitted to the Human Resources Department by June 15 of any given year.

11.10.2 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.

11.11 Subject to the approval of the superintendent's cabinet, stipends may be allowed for Unit members performing services outside of any Santa Cruz COE 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.

11.12 Stipends for graduate degrees will be prorated to the employee's full-time equivalent (FTE) and work year. A maximum of one Master's degree stipend will be credited per individual employee. A maximum of one Doctorate degree stipend will be credited per individual employee. The Master's degree or the Doctorate degree annual stipend for a full-time equivalent (FTE) will be fifteen hundred dollars (\$1,500). Should an individual have both a Master's degree and a Doctorate degree, the individual will receive an additional annual stipend of four hundred dollars (\$400). When

prorating stipends, a minimum stipend for a Master's degree or Doctorate degree will be a minimum of four hundred dollars (\$400).

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 COE 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 (1) certification stipend will be credited per employee annually.

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

11.14 Up to six (6) members of the CSEA Negotiations Committee shall receive a maximum stipend of three hundred seventy-five dollars (\$375) annually.

11.14.1 The total stipends paid under this subsection shall be limited to two thousand two hundred fifty dollars (\$2,250).

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

11.14.3 The Santa Cruz COE shall pay each member's stipend within one (1) pay period after receiving the roster.

11.14.4 If CSEA should choose to have more than six (6) members on their team, the two thousand two hundred fifty dollars (\$2,250) shall be divided among the members equally.

11.15 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 Santa Cruz COE staff must be specifically trained and authorized utilizing Santa Cruz COE SPHC form, shall be included in this definition.

11.15.1 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. For

every student requiring SPHC services, there shall be at least two (2) staff members trained to ensure that services can be provided in the absence of the employee to whom this service is primarily assigned.

- 11.15.2 The stipend shall equal five percent (5%) of an employee's base salary and five percent (5%) of any non-regular work year assignment salary if assignment is to work with a student requiring SPHC.
- 11.15.3 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 Santa Cruz COE or other medical provider specified by a Santa Cruz COE school nurse.
- 11.15.4 Instructional Aides trained after July 1, shall have their salary adjusted upward by five percent (5%) on the first (1st) 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 SPHC.
- 11.15.5 It shall be the responsibility of the Santa Cruz COE 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) calendar days' notice and the Sanata Cruz COE 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.

11.16 Administration Of Emergency Medications

- 11.16.1 There may be emergency situations where the health and safety of a student requires the administration of medication. Eligible classified employees who have volunteered to be trained to provide emergency medication services may provide such services according to the terms of this section. In no instance shall a classified employee be placed in the position of making a medical diagnosis.
- 11.16.2 Volunteers: Any agreement of classified employees to administer emergency medications to students shall be voluntary. A classified employee who does not volunteer and who has not been trained, shall not be required to administer emergency medications.
- 11.16.3 For purposes of this section, the only approved emergency medications are as follows:
- Epi-Pen
 - Diabetic medication administration (injections that are not self-administered by students)
 - FDA approved emergency seizure medication (e.g., Diastat, nasal Valium)
- 11.16.4 The administration of emergency medication shall be by an employee who volunteered to be trained and was certified by a medical professional as qualified. All volunteers will maintain their competency as documented by a healthcare professional.
- 11.16.5 Any agreement by an employee to administer emergency medication(s) is strictly voluntary and staff may not be coerced, intimidated, or threatened to volunteer. Any employee who volunteers may rescind their volunteer status up to three (3) workdays after the completion of each training, for that particular medication. After that time, a volunteer may rescind their offer to administer one or more of these medications with a

ten (10) workday notice, or until a new individual student health plan is developed, whichever is less.

11.16.6 Volunteer employees shall be trained prior to administering emergency medication. Training may include general training, student specific training, and training for student involvement in selfcare. At the conclusion of the training program and only after the employee has demonstrated competency for a specific service will that employee be certified in writing by the COE as qualified to render the service. Training certificates shall be provided to the employee and kept on file in the Human Resources Department.

11.16.7 The District agrees to pay an annual stipend to employees who complete training and volunteer to provide services to students unable to self-administer the above listed services. The stipend for the training and certification shall be paid on a monthly basis to employees who have not rescinded their offer to volunteer to administer the medication.

Epi-Pen	\$ 500
FDA approved emergency seizure medication (e.g., Diastat, nasal Valium)	\$1,000
Diabetic medication administration	\$1,500

11.16.8 All stipends are based upon a full year of qualification and willingness of the employee to provide emergency administration of medication. Any employee who is qualified and willing to provide the service for less than one (1) full year shall receive the stipend on a prorated basis. Any employee who rescinds their offer to provide the emergency administration of medication shall cease to receive the stipend.

11.16.9 Indemnification: Any classified employee who volunteers to administer insulin injections shall be provided a legal defense and indemnification by the District for any and all civil liability for the administration or failure to administer insulin injections. This information shall be provided in writing to the classified employee and retained in their personnel file. The District is required to both hire a lawyer to defend the classified employee in such a lawsuit *and* to pay the damages, if any.

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 2024-2025 health and welfare benefits based on the High HMO plan, the Santa Cruz County Superintendent of Schools will contribute seventy percent (70%) 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.

For the fiscal year 2024-2025 only, the bargaining unit member will only pay thirty percent (30%) up to an eight percent (8%) increase. COE will cover one hundred percent (100%) of the increases over eight percent (8%).

12.2 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 seventy-five percent (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)

12.3 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 seventy five percent (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)

12.4 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.

12.4.1 The employee shall do so by voluntarily authorizing a payroll deduction in the amount necessary to pay all additional premium costs.

12.4.2 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.

12.4.3 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.

12.5 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).

12.6 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 (40) 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 (40) hours per week, or less than twelve (12) months per year, a vacation allowance is granted for that portion of the employee's work schedule in ratio to forty (40) hours per week or the twelve (12) month work year. Earned vacation may be used upon completion of the six (6) 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 (6) 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 July 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 (2) years.
- 13.5.1 When an employee has accumulated two (2) 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 COE 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 at 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 (6) 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 (3) 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 (2) weeks of the illness or bereavement or within, at the latest, one (1) 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 13.5.2 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 twelve (12) days of sick leave per year. Employees who work less than full-time and/or for less than twelve (12) months a year shall earn sick leave at a proportional rate based on twelve (12) days sick leave per twelve (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 (6) 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 (1) 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 twenty (20) working days must notify the immediate supervisor at least three (3) 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 medical provider'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 their position, the employee will be placed on a re-employment list for a period of thirty-nine (39) months in the same manner as if they 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 COE in the following situations: The previous employment must have been for a period of one (1) 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 COE within one (1) year of such termination of former employment
- 14.1.17 Sick Leave After Termination
- When employment with the COE 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 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 (6) 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 (5) 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 (5) 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 (5) 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 the employee's person or property, or the person or property of a member of their 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 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 timesheet 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 with full pay and may take two (2) additional days utilizing available paid leave balances or five (5) days with full pay 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 they are the employee's sole significant other, meets all other requirements set forth above, and agrees to notify the Santa Cruz COE if there is a change in circumstances attested to.

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

14.7 Reproductive Loss Leave

14.7.1 In the event that a unit member, or a unit member's significant other, experiences a reproductive loss event, the unit member will be entitled to take up to five (5) days of Reproductive Loss Leave. A reproductive loss event is defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If a unit

member experiences more than one reproductive loss event within a twelve (12) month period, the amount of leave taken can be no longer than twenty (20) days. Unit members are eligible for this type of leave after thirty (30) days of employment. The leave must be taken within three (3) months of the event and may be taken on nonconsecutive days. Unit members may use available paid leave balances.

14.8 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.

14.9 Uncompensated Leave

14.9.1 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.

14.9.2 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.

14.9.3 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30th 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.

14.9.4 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.

14.10 Parental and Family Leave

14.10.1 Employees who qualify are entitled to use Family Medical Leave Act (FMLA) leave/California Family Rights Act (CFRA) leave for a maximum of twelve (12) 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.)

14.10.2 Parental Leave: All Employees shall be entitled to Parental Leave for the purpose of rearing their 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 their 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 their 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.

14.10.3 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.

14.10.4 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.

- 14.10.5 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 COE's policy during twelve weeks unpaid leave as long as the employee pays the employee's portion of the cost.
 - 14.10.6 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. 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.
 - 14.10.7 CFRA and FMLA leave shall run concurrently, not consecutively.
 - 14.10.8 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 COE's operations.
- 14.11 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.

14.12 Catastrophic Leave Donation

14.12.1 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.

14.12.2 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 one hundred sixty (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 they have 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 (3) 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 COE 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 COE 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 thirty (30) 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 COE 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 - work related 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 thirty-nine (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 three hundred (300) hours after the request has been approved, the sick leave will return to the employee.

14.12.3 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 they 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 individual's 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 F-H.

14.12.4 LEAVE BANK

Guidelines for the Leave Bank:

- L. Unused donated hours reverting to the Leave Bank or hours specifically donated to the Leave Bank (Attachment I) make up the Leave Bank.

- M. Requests for Leave Bank hours are subject to availability. The Santa Cruz COE is not responsible for filling requests from the Leave Bank if there are no hours available.

14.12.5 ADMINISTRATION OF THE BANK

- N. 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
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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 their 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 their 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 their 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 their 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 their 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 COE 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 COE 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 COE.
- 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 COE 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 COE 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 COE, 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 COE plan if the individual qualifies 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 COE plan if the individual qualified for other retiree benefits.
- 16.1.10 A retired member of the Classified Employee Unit who returns for employment as a substitute or as a temporary employee with the Santa Cruz COE will be compensated according to Merit Rule 5.307 as of July 2015.
- 16.2 A surviving spouse may elect to continue coverage for themselves and dependents by paying through the Santa Cruz COE the premium cost during the period provided under COBRA.

ARTICLE 17

LAYOFF AND RE-EMPLOYMENT

The Santa Cruz COE and the CSEA hereby agree to the following changes to Article 17 Layoff and Reemployment in alignment with changes to Education Code 45117.

- 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 CSEA shall be given written notice of layoff(s) no later than February 15. Affected employees shall be given written notice of layoff no later than March 15.
- 17.3.2 When, as the result of the expiration of special funding and classified positions are to be eliminated and employees are to be laid off, affected employees shall be given written notice no less than sixty (60) days prior to the effective date of the layoff.
- 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.
- 17.3.3 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 thirty nine (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 their 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 their 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 COE 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 (5) business days of receipt by the County Office.
- 18.5 A unit member shall report to the immediate supervisor any condition that they believes to endanger their 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 COE shall strive to provide a work place free from violence and/or assault.
 - 18.8.1 Any case of assault shall be promptly reported to the employee's immediate supervisor. The supervisor shall immediately take action appropriate to the incident.
 - 18.8.2 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.

- 18.8.3 No employee shall be subjected to disciplinary action for reporting health or safety or acts of violence as outlined above.
- 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 they do not have the authority to resolve the grievance at their 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 their 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 (1) person of the employee's choice, one (1) person of the County Superintendent's choice, and one (1) person chosen by these two (2) 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 their 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 their 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 their conferee, the Job Representative shall be permitted to leave their 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 Santa Cruz COE, 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 COE, county or city sponsored classes
6. Volunteer opportunities that are related to current role or serves a similar population as those to whom Santa Cruz COE 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) 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 COE, 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 Santa Cruz COE. 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 Santa Cruz COE 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 (1) 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. 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.

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

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

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

21.4.7 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 their 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 COE, previously earned increments and accrued coursework shall be restored upon their return if length of time away from the COE 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 COE prior to the end of the fiscal year (June 30th), any professional growth increments previously awarded will be prorated over twelve (12) months. The employee will be paid at the monthly prorated amount from July to the date of separation. Any time worked in the month of separation counts for full prorated payment for that month.

21.5.4.2 If an employee separates from employment (resigns, retires, layoff, etc.) from the COE 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 their 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 Santa Cruz COE appointments shall be for a period of three (3) years with staggered terms to ensure that at least one (1) experienced CSEA and Santa Cruz COE 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 flex-time for implementation as appropriate within those job classifications represented by the Union. Supervisors are encouraged to make flex-time 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 flex-time may be made at any time.
- 22.3 The structure of the work week 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 flex-time 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 COE. 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 flex-time 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 their current position, is required to attend training sessions, shall be paid at their regular rate of pay and shall receive all benefits to which they are entitled.
- 23.1.1 For 10-month employees hired after the commencement of the school calendar year, training hours mandated by a department (i.e. staff development hours) shall be prorated by month of hire. Prorated hours will be determined by date of hire, FTE status, and divided by 10 months through the end of the contractual calendar year or as determined by the department and payroll. Training modules assigned by the County Office that are required for employment (e.g. Mandated Reporter Training, Sexual Harassment Prevention, etc.) will still be required regardless of prorated changes based on their hire date.
- 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.

Rory Bruce, President
CSEA Chapter #484

Dr. Faris Sabbah, Superintendent
Santa Cruz County Office of Education

Date CSEA Ratified: October 29, 2015

APPENDIX A



**Santa Cruz County Office of Education
2024-2025 Classified Personnel Titles and Range Numbers**

CLASSIFICATION TITLE	RANGE
FAMILY: ADMINISTRATION SUPPORT	
Executive Assistant	32
Executive Assistant, SELPA/MIS Technician	32
Department Office Coordinator	31
Senior Administrative Assistant	27
Administrative Assistant	23
Interpreter/Translator	23
Assistant	20
Receptionist II	16
Receptionist	14
Clerical Assistant	12
FAMILY: INSTRUCTIONAL SUPPORT	
Behavior Modification Technician	40
Program Coordinator, Outdoor Education	39
Student Leadership and Engagement Coordinator	35
Program Assistant, Outdoor Education	31
Foster/Homeless Youth Educational Liaison	30
Guidance Counselor Technician II	30
Alternative Media Specialist, Visually Impaired	27
Senior Instructional Aide, Autism Support	27
Senior Instructional Aide, Court and Community Schools	27
Senior Instructional Aide, Juvenile Hall	27
Senior Instructional Aide, Moderate/Severe	27
Work Experience Specialist	27
Instructional Aide, Alternative Education	23
Instructional Aide, Autism Support	23
Instructional Aide, Moderate/Severe	23
Guidance Counselor Technician I	21
Campus Supervisor	21
Alternative Media Assistant, Visually Impaired	20
FAMILY: MAINTENANCE	
Maintenance Specialist	30
Maintenance Custodian	20
FAMILY: PROFESSIONAL SERVICES	
Behavioral Analyst	54
Occupational Therapist	54
Therapist/Physically Disabled	54



Santa Cruz County Office of Education
2024-2025 Classified Personnel Titles and Range Numbers

CLASSIFICATION TITLE	RANGE
FAMILY: PROGRAM AND FINANCIAL SUPPORT	
Educator Recruitment, Retention, and Effectiveness Organizer	47
Project Coordinator, MEDI-CAL	45
Senior Community Organizer, Student Support Services	42
Senior Financial Analyst	42
Financial Analyst	39
Community Organizer	39
Community Organizer, Child Development Programs	39
Fiscal Accountant	35
Project Coordinator	35
Project Coordinator, Child Development Programs	35
Senior Credentials Analyst	35
Senior Account Specialist, Benefits	35
Senior Account Specialist, Retirement Reporting	35
Senior Account Specialist, Revenue and Apportionment	35
Account Specialist IV	33
Credentials Analyst	32
Student Data Specialist II, Alternative Education	32
Student Data Specialist II, Special Education	32
Project Specialist	30
Project Specialist, Child Development Programs	30
Assessment, Data, and Technology Specialist (Alternative Education)	29
Human Resources/Credentials Technician	28
Account Specialist III	27
Human Resources Technician	25
Resource and Referral Technician, Child Development Programs, Level II	24
Human Resources Assistant III	23
Student Data Specialist	23
Account Specialist II	21
Human Resources Assistant II	19
Resource and Referral Technician, Child Development Programs, Level I	17
Human Resources Assistant	16
FAMILY: TECHNOLOGY SUPPORT	
Network and Systems Architect	53
Systems Engineer	43
Technology Infrastructure Analyst	41
Senior Systems Support Liaison	42
Network Support Specialist	38
Systems Support Liaison	38
Student Data Coordinator (CALPADS and SIS)	37
Technology Support Technician	33
Web Technician and Digital Media Producer	31

APPENDIX B



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

Santa Cruz County Office of Education Dr. Faris Sabbabh, Superintendent 2024-2025 Hourly Classified Salary Schedule Effective 7/1/2024

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8	\$17.90	\$18.71	\$19.55	\$20.49	\$21.44	\$22.40
10	\$18.71	\$19.55	\$20.49	\$21.44	\$22.40	\$23.47
11	\$19.14	\$20.00	\$20.92	\$21.91	\$22.94	\$24.00
12	\$19.55	\$20.49	\$21.44	\$22.40	\$23.47	\$24.59
13	\$20.00	\$20.92	\$21.91	\$22.94	\$24.00	\$25.15
14	\$20.49	\$21.44	\$22.40	\$23.47	\$24.59	\$25.70
15	\$20.92	\$21.91	\$22.94	\$24.00	\$25.15	\$26.36
16	\$21.44	\$22.40	\$23.47	\$24.59	\$25.70	\$26.97
17	\$21.91	\$22.94	\$24.00	\$25.15	\$26.36	\$27.58
18	\$22.40	\$23.47	\$24.59	\$25.70	\$26.97	\$28.21
19	\$22.94	\$24.00	\$25.15	\$26.36	\$27.58	\$28.89
20	\$23.47	\$24.59	\$25.70	\$26.97	\$28.21	\$29.57
21	\$24.00	\$25.15	\$26.36	\$27.58	\$28.89	\$30.25
22	\$24.59	\$25.70	\$26.97	\$28.21	\$29.57	\$30.96
23	\$25.15	\$26.36	\$27.58	\$28.89	\$30.25	\$31.70
24	\$25.70	\$26.97	\$28.21	\$29.57	\$30.96	\$32.46
25	\$26.36	\$27.58	\$28.89	\$30.25	\$31.70	\$33.20
26	\$26.97	\$28.21	\$29.57	\$30.96	\$32.46	\$34.00
27	\$27.58	\$28.89	\$30.25	\$31.70	\$33.20	\$34.84
28	\$28.21	\$29.57	\$30.96	\$32.46	\$34.00	\$35.63
29	\$28.89	\$30.25	\$31.70	\$33.20	\$34.84	\$36.48
30	\$29.57	\$30.96	\$32.46	\$34.00	\$35.63	\$37.34
31	\$30.25	\$31.70	\$33.20	\$34.84	\$36.48	\$38.24
32	\$30.96	\$32.46	\$34.00	\$35.63	\$37.34	\$39.15
33	\$31.70	\$33.20	\$34.84	\$36.48	\$38.24	\$40.09
34	\$32.46	\$34.00	\$35.63	\$37.34	\$39.16	\$41.07
35	\$33.20	\$34.84	\$36.48	\$38.24	\$40.09	\$42.03
36	\$34.00	\$35.63	\$37.34	\$39.16	\$41.07	\$43.02
37	\$34.84	\$36.48	\$38.24	\$40.09	\$42.03	\$44.08
38	\$35.63	\$37.34	\$39.16	\$41.07	\$43.02	\$45.18
39	\$36.48	\$38.24	\$40.09	\$42.03	\$44.08	\$46.22
40	\$37.34	\$39.16	\$41.07	\$43.02	\$45.18	\$47.36
41	\$38.24	\$40.09	\$42.03	\$44.08	\$46.22	\$48.51
42	\$39.16	\$41.07	\$43.02	\$45.18	\$47.36	\$49.69
43	\$40.09	\$42.03	\$44.08	\$46.22	\$48.51	\$50.89
44	\$41.07	\$43.02	\$45.18	\$47.36	\$49.69	\$52.13
45	\$42.03	\$44.08	\$46.22	\$48.51	\$50.89	\$53.41
46	\$43.02	\$45.18	\$47.36	\$49.69	\$52.13	\$54.67
47	\$44.08	\$46.22	\$48.51	\$50.89	\$53.41	\$56.02
48	\$45.18	\$47.36	\$49.69	\$52.13	\$54.67	\$57.36
49	\$46.22	\$48.51	\$50.89	\$53.41	\$56.02	\$58.76
50	\$47.36	\$49.69	\$52.13	\$54.67	\$57.36	\$60.14
51	\$48.51	\$50.89	\$53.41	\$56.02	\$58.76	\$61.58
52	\$49.69	\$52.13	\$54.67	\$57.36	\$60.14	\$63.16
53	\$50.89	\$53.41	\$56.02	\$58.76	\$61.58	\$64.66
54	\$52.13	\$54.67	\$57.36	\$60.14	\$63.16	\$66.31

• Monthly Rate is based on 173.33 hours per month (2,080 hours/year)

• Longevity Awarded After:

6 Years 2.5% 10 Years 5% 15 Years 7.5% 20 Years 10% 25 Years 12.5% 30 Years 15% 35 Years 17.5%

• Unit members will be eligible to receive an annual educational incentive based on degree earned. Annual award amounts are as follows: Associate Degree - \$375, Bachelor's Degree - \$750, Master's Degree - \$1,500, Doctorate Degree - \$1,500, or both a Master's degree and a Doctorate degree - additional \$400. Amounts are pro-rated based on FTE and a maximum of one degree educational incentive will be credited per employee per year.

• Eligible unit members who have completed the Registered Behavior Technician (RBT) Certification process will receive a \$250 annual RBT stipend (pro-rated on FTE). Eligible unit members who have completed the Board Certified Assistant Behavior Analyst (BCaBA) Certification process will receive a \$500 annual BCaBA stipend (pro-rated on FTE) paid monthly in proportion to employee's work year.

• Eligible unit members who have completed the appropriate training may be eligible to receive the following Emergency Medication Administration stipends: Epi-Pen \$500, FDA approved emergency seizure medication (e.g. Diastat, nasal Valium) \$1,000, and Diabetic medication administration \$1,500 as outlined in Article 11.16 Administration of Emergency Medications of the CSEA bargaining unit contract

• Unit members may be eligible for the following stipends:

Specialized Health Care Procedures - 5% Shift Differential - 5% Bilingual/bi-literate - 5% Bilingual - 2.5%



Santa Cruz County Office of Education
Dr. Faris Sabbah, Superintendent
2024-2025 Monthly Classified Salary Schedule
Effective 7/1/2024

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1 Hourly
8	\$3,102	\$3,245	\$3,389	\$3,551	\$3,716	\$3,882	\$17.90
10	\$3,245	\$3,389	\$3,551	\$3,716	\$3,882	\$4,070	\$18.71
11	\$3,317	\$3,468	\$3,626	\$3,798	\$3,976	\$4,161	\$19.14
12	\$3,389	\$3,551	\$3,716	\$3,882	\$4,070	\$4,263	\$19.55
13	\$3,468	\$3,626	\$3,798	\$3,976	\$4,161	\$4,359	\$20.00
14	\$3,551	\$3,716	\$3,882	\$4,070	\$4,263	\$4,455	\$20.49
15	\$3,626	\$3,798	\$3,976	\$4,161	\$4,359	\$4,569	\$20.92
16	\$3,716	\$3,882	\$4,070	\$4,263	\$4,455	\$4,676	\$21.44
17	\$3,798	\$3,976	\$4,161	\$4,359	\$4,569	\$4,780	\$21.91
18	\$3,882	\$4,070	\$4,263	\$4,455	\$4,676	\$4,890	\$22.40
19	\$3,976	\$4,161	\$4,359	\$4,569	\$4,780	\$5,007	\$22.94
20	\$4,070	\$4,263	\$4,455	\$4,676	\$4,890	\$5,124	\$23.47
21	\$4,161	\$4,359	\$4,569	\$4,780	\$5,007	\$5,243	\$24.00
22	\$4,263	\$4,455	\$4,676	\$4,890	\$5,124	\$5,366	\$24.59
23	\$4,359	\$4,569	\$4,780	\$5,007	\$5,243	\$5,496	\$25.15
24	\$4,455	\$4,676	\$4,890	\$5,124	\$5,366	\$5,624	\$25.70
25	\$4,569	\$4,780	\$5,007	\$5,243	\$5,496	\$5,756	\$26.36
26	\$4,676	\$4,890	\$5,124	\$5,366	\$5,624	\$5,893	\$26.97
27	\$4,780	\$5,007	\$5,243	\$5,496	\$5,756	\$6,039	\$27.58
28	\$4,890	\$5,124	\$5,366	\$5,624	\$5,893	\$6,175	\$28.21
29	\$5,007	\$5,243	\$5,496	\$5,756	\$6,039	\$6,321	\$28.89
30	\$5,124	\$5,366	\$5,624	\$5,893	\$6,175	\$6,473	\$29.57
31	\$5,243	\$5,496	\$5,756	\$6,039	\$6,321	\$6,628	\$30.25
32	\$5,366	\$5,624	\$5,893	\$6,175	\$6,473	\$6,787	\$30.96
33	\$5,496	\$5,756	\$6,039	\$6,321	\$6,628	\$6,949	\$31.70
34	\$5,624	\$5,893	\$6,175	\$6,473	\$6,787	\$7,119	\$32.46
35	\$5,756	\$6,039	\$6,321	\$6,628	\$6,949	\$7,287	\$33.20
36	\$5,893	\$6,175	\$6,473	\$6,787	\$7,119	\$7,459	\$34.00
37	\$6,039	\$6,321	\$6,628	\$6,949	\$7,287	\$7,643	\$34.84
38	\$6,175	\$6,473	\$6,787	\$7,119	\$7,459	\$7,830	\$35.63
39	\$6,321	\$6,628	\$6,949	\$7,287	\$7,643	\$8,010	\$36.48
40	\$6,473	\$6,787	\$7,119	\$7,459	\$7,830	\$8,209	\$37.34
41	\$6,628	\$6,949	\$7,287	\$7,643	\$8,010	\$8,410	\$38.24
42	\$6,787	\$7,119	\$7,459	\$7,830	\$8,209	\$8,612	\$39.16
43	\$6,949	\$7,287	\$7,643	\$8,010	\$8,410	\$8,821	\$40.09
44	\$7,119	\$7,459	\$7,830	\$8,209	\$8,612	\$9,035	\$41.07
45	\$7,287	\$7,643	\$8,010	\$8,410	\$8,821	\$9,257	\$42.03
46	\$7,459	\$7,830	\$8,209	\$8,612	\$9,035	\$9,477	\$43.02
47	\$7,643	\$8,010	\$8,410	\$8,821	\$9,257	\$9,708	\$44.08
48	\$7,830	\$8,209	\$8,612	\$9,035	\$9,477	\$9,942	\$45.18
49	\$8,010	\$8,410	\$8,821	\$9,257	\$9,708	\$10,186	\$46.22
50	\$8,209	\$8,612	\$9,035	\$9,477	\$9,942	\$10,423	\$47.36
51	\$8,410	\$8,821	\$9,257	\$9,708	\$10,186	\$10,674	\$48.51
52	\$8,612	\$9,035	\$9,477	\$9,942	\$10,423	\$10,946	\$49.69
53	\$8,821	\$9,257	\$9,708	\$10,186	\$10,674	\$11,208	\$50.89
54	\$9,035	\$9,477	\$9,942	\$10,423	\$10,946	\$11,492	\$52.13

- Monthly Rate is based on 173.33 hours per month (2,080 hours/year)
- Longevity Awarded After:
6 Years 2.5% 10 Years 5% 15 Years 7.5% 20 Years 10% 25 Years 12.5% 30 Years 15% 35 Years 17.5%
- Unit members will be eligible to receive an annual educational incentive based on degree earned. Annual award amounts are as follows: Associate Degree - \$375, Bachelor's Degree - \$750, Master's Degree - \$1,500, Doctorate Degree - \$1,500, or both a Master's degree and a Doctorate degree - additional \$400. Amounts are pro-rated based on FTE and a maximum of one degree educational incentive will be credited per employee per year.
- Eligible unit members who have completed the Registered Behavior Technician (RBT) Certification process will receive a \$250 annual RBT stipend (pro-rated on FTE).
- Eligible unit members who have completed the Board Certified Assistant Behavior Analyst (BCaBA) Certification process will receive a \$500 annual BCaBA stipend (pro-rated on FTE) paid monthly in proportion to employee's work year.
- Eligible unit members who have completed the appropriate training may be eligible to receive the following Emergency Medication Administration stipends: Epi-Pen \$500, FDA approved emergency seizure medication (e.g. Dilstat, nasal Valium) \$1,000, and Diabetic medication administration \$1,500 as outlined in Article 11.16 Administration of Emergency Medications of the CSEA bargaining unit contract
- Unit members may be eligible for the following special compensation:
Specialized Health Care Procedures - 5% (Base Only) Shift Differential - 5% Bilingual - 2.5% Bilingual/bi literate - 5%
- Base Salary: Determined by the employee's step and salary range.
Longevity Pay: Calculated as a percentage of base earnings.
Bilingual/Bi literate Pay: Applied at 2.5% / 5% of the total earnings (base + longevity).
Shift Differential Pay: Applied at 5% of the total earnings (base + longevity + bilingual).

2% Increase effective 7/1/2024
Revised 11/30/2024
Superintendent Approved

Faris Sabbah
12/10/24

APPENDIX C

CSEA Health and Welfare Benefits 2023-2024 Medical Rates

For 2023-24 (October 1, 2023 through September 30, 2024), the employer shall contribute an amount equal to fund the health plans listed below:

Anthem Blue Cross Premier 20 HMO	\$1,877.76
Delta Dental Service; maximum coverage of two thousand dollars (\$2,000.00) per year per eligible person	\$121.03
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 (1) of the current lower cost Anthem Blue Cross HMO plans provided by Self Insured Schools of California (SISC).

1. Health plan information updated annually.
2. Employee contribution varies according to the plan chosen by the employee.
3. If the provider is a PPO dentist, maximum coverage is two thousand two hundred dollars (\$2,200.00) per year, per eligible person.
4. Employees will be entitled to the full benefit amount up to age 65. On your 65th birthday but under 70, the amount of Your Basic Life Insurance will be limited to sixty-five percent (65%) of coverage amount. On or after your 70th birthday, the amount of such insurance will be fifty percent (50%) of the coverage amount.

If you are under age 65 on the effective date of your insurance, the amounts of Your Basic Life Insurance on and after age 65 will be sixty five percent (65%) of such insurance in effect on the day before your 65th birthday. On and after your 70th birthday, the amount of such insurance will be fifty percent (50%) the amount of such insurance in effect on the day before your 65th birthday. The appropriate percentage will be effective on March 1st following the attainment of your age.

APPENDIX D



SANTA CRUZ COUNTY OFFICE OF EDUCATION

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

2024-2025 Santa Cruz County Office of Education and Student Program Calendar

2024	M	T	W	TH	F
July	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
Aug.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
Sept.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				
Oct.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
Nov.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Dec.		2	3	4	5
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

<u>NOTABLE DATES</u>	
July 4	Legal Holiday
Aug. 7	Orientation Day
Aug. 8	Staff Development
Aug. 9	Teacher Work Day
Aug. 12	First Day of School
Sept. 2	Labor Day
Oct. 17	Staff Development
Nov. 11	Veterans Day
Nov. 27	Board Holiday
Nov. 28	Thanksgiving Day
Nov. 29	Board Holiday
Dec. 24	Board Holiday
Dec. 25	Legal Holiday
Dec. 31	Board Holiday
Jan. 01	Legal Holiday
Jan. 06	Staff Development
Jan. 07	1 st day of Semester
Jan. 20	ML King, Jr. Day
Feb. 10	Lincoln's Birthday
Feb. 17	Presidents' Day
May 26	Memorial Day
May 30	Last Student Day
June 19	Juneteenth

2025	M	T	W	TH	F
Jan.			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31
Feb.					
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
Mar.					
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
Apr.					
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
May				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
June					
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

- LEGEND**
- Legal Holiday
 - Board Holiday
 - Orientation Day/Teacher work Day
 - 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
Board Approved: April 18, 2024



SANTA CRUZ COUNTY OFFICE OF EDUCATION

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

2024-2025 Santa Cruz County Office of Education and Cabrillo Post-Senior Program Calendar

2024	M	T	W	TH	F
July	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
Aug.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
Sept.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				
Oct.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
Nov.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Dec.		2	3	4	5
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

<u>NOTABLE DATES</u>	
July 4	Legal Holiday
Aug 1, 2, 5	Staff Development
Aug. 6.	Teacher Work Day
Aug. 7	Orientation Day
Aug. 8	First Day of School
Sept. 2	Labor Day
Nov. 11	Veterans Day
Nov. 27	Board Holiday
Nov. 28	Thanksgiving Day
Nov. 29	Board Holiday
Dec. 24	Board Holiday
Dec. 25	Legal Holiday
Dec. 31	Board Holiday
Jan. 01	Legal Holiday
Jan. 08	1 st day of Semester
Jan. 20	ML King, Jr. Day
Feb. 14	Lincoln's Birthday
Feb. 17	Presidents' Day
Mar. 14.	No School
May 26	Memorial Day
May 29	Last Student Day
June 19	Juneteenth

2025	M	T	W	TH	F
Jan.			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31
Feb.					
	3	4	5	6	7
	11	12	13	14	14
	17	18	19	20	21
	24	25	26	27	28
Mar.					
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
Apr.					
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
May				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
June					
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

- LEGEND**
- Legal Holiday
 - Orientation Day/Teacher work Day
 - Breaks
 - Start/End of the Semester
 - Sp. Ed Staff Dev. (No School)

Total School Days: 180
 Total Teacher Days: 185

APPENDIX E

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 F



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

BOARD OF EDUCATION

Mr. Ed Acosta
 Mr. Edward Estrada
 Ms. Sandra Nichols
 Ms. Sue Roth
 Mr. Abel Sanchez
 Mr. Bruce Van Allen
 Ms. Rachel Williams

400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5600 • Fax (831) 466-5607 • www.santacruzcoe.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	4 = Does Not Meet the Requirements of the Job
2 = Meets the Requirements of the Job	N = Not a Requirement of the Job
3 = Professional Growth Area to Meet Requirements of 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"/>	

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

Employee	Job Classification	Program	Evaluation Period
Recognition of Outstanding Performance Areas ("1" Ratings)			
Supervisor	<div style="border: 1px solid black; height: 20px; width: 50%; margin-bottom: 5px;"></div>		
	Use additional sheets as necessary.		
	Professional Growth Area to Meet Job Requirements ("3" Ratings)		
	<div style="border: 1px solid black; height: 20px; width: 50%; margin-bottom: 5px;"></div>		
	Use additional sheets as necessary.		
	Specific Deficiency Areas ("4" Ratings)		
	<div style="border: 1px solid black; height: 20px; width: 50%; margin-bottom: 5px;"></div>		
	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: <div style="border: 1px solid black; height: 15px; width: 80%; display: inline-block;"></div>		
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):			
<input type="checkbox"/> Exceeds requirements of the job		<input type="checkbox"/> Meets requirements of the job	
<input type="checkbox"/> Meets requirements of the job with Professional Growth areas identified		<input type="checkbox"/> Does not meet requirements of the job	
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:		
	<div style="border: 1px solid black; height: 20px; width: 80%; margin-bottom: 5px;"></div>		
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	<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			



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

4 = Does Not Meet the Requirements of the Job

2 = Meets the Requirements of the Job

N = Not a Requirement of the Job

3 = Professional Growth Area to Meet Requirements of 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"/>	

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.
	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
	<u>Authorizations:</u>
Supervisor/Date _____ Co-Evaluator/Date _____ Program Director/Date _____ Division Supt./Superintendent Designee/Date _____	
Classified Performance Review Results	
Summary Rating (Required):	
<input type="checkbox"/> Exceeds requirements of the job <input type="checkbox"/> Meets requirements of the job <input type="checkbox"/> Meets requirements of the job with Professional Growth areas identified <input type="checkbox"/> Does not meet requirements of the job	
Probationary Employees Only:	
<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

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



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"/>	

Classified Performance Review – Instructional Support Family

Employee	Job Classification	Program	Evaluation Period
Recognition of Outstanding Performance Areas ("1" Ratings)			
Supervisor	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Use additional sheets as necessary.</p>		
	Professional Growth Area to Meet Job Requirements ("3" Ratings)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Use additional sheets as necessary.</p>		
	Specific Deficiency Areas ("4" Ratings)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Use additional sheets as necessary.</p>		
	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: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
	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):			
<input type="checkbox"/> Exceeds requirements of the job		<input type="checkbox"/> Meets requirements of the job	
<input type="checkbox"/> Meets requirements of the job with Professional Growth areas identified		<input type="checkbox"/> Does not meet requirements of the job	
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: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
	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	<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 _____		

APPENDIX G

**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: _____

APPENDIX H

**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 LaDawn Holliday Tilmon in the Human Resources 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 I



PROFESSIONAL GROWTH APPLICATION

Name _____ Date Submitted _____

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

Course/Organization _____ Other Phone _____

Date Course Starts _____ Ends _____ Time Starts _____ Ends _____

Days of Week course takes place Su M T W TH F S

Location _____

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.

Attestation:
I attest the documentation provided with this application is true and accurate to the best of my knowledge. I attest that I maintained professional conduct throughout the learning process according to any parameters set within Article 21 of the CSEA Unit Agreement, the SCCOE, as well as any other professional organizations with which I am aligned. I understand my submission may be revoked if contrary information is found.

Distribution:

1. Professional Growth permanent file.
2. Employee's Personnel File
3. Employee receives copy after Professional Growth Activity has been completed

Committee Use Only

Date Request Received: _____

Committee Action:

Date: _____

Approved Disapproved

Job Related Career/Education Plan

Explanation of Action:

Verification Received Date

Completed Not Completed

Number of Units _____

Number of Hours _____

Units/Hours Approved/Posted _____

Chairperson's Signature _____

Article 21

CSEA Professional Growth

Checklist for Submission

Please upload documents to: professionalgrowth@santacruzcoe.org

<input type="checkbox"/>	Submit application within thirty (30) days of completion of course (submit grades/certificates later if need be; don't wait for these to be sent to you)
<input type="checkbox"/>	Submit supporting documents (registration, grades/certificates of completion, etc.)
<input type="checkbox"/>	Ensure description of course and rationale are relevant; provide examples of how the learning opportunity will be applied to your position or potential position

Examples of Professional Growth Opportunities

Conferences, Workshops, Other Trainings

- May be online or live; must provide certificate of completion or certificate of attendance. May include training sponsored by the Santa Cruz County Office of Education, such as those sponsored by Keenan, SELPA, CAC, or other departmental training.

College, Continuing Education Coursework

- May be online or live; must provide certificate of completion or grade (transcript, letter grade, or credit/no credit).

Webinars or Other Online Training Modules

- Webinars that provide a certificate of completion, have a post-test assessment, or other proof of registration. No time stamp will be required as the Committee is assuming you are adhering to professional conduct and ethics of doing work outside of regular working hours.

Volunteer Opportunities

- Volunteer positions should be related to your job classification/profession or a population served by the SCCOE. Ongoing volunteer work should be submitted monthly. Please email if you have a volunteer position you would like considered for Professional Growth.

Elective Offices; Presentations as a Primary Presenter or Co-Presenter

- Elected offices such as those within CSEA, or any other professional organization that is directly related to your position such as a local, regional, state, or national organization. Presentations such as in-service trainings, guest lectures, etc. at various institutions
-

Professional Growth Opportunities

Conferences, Workshops, Training Opportunities (live, online/virtual)

Activity Example	Verification Documentation
Attend (live or online/virtual) conferences, workshops, lectures, seminars, etc.	A certificate of completion, certificate of attendance from the sponsor verifying contact hours. If applicable, submit a post-test assessment if the course included an assessment component. If available, provide registration information with event title/date/location and agenda. <i>Sign-in sheets will not be accepted as sole proof of attendance.</i>
Trainings* sponsored by the Santa Cruz County Office of Education such as those by Keenan, SELPA, CAC, or other training suggested or sponsored by individual departments. May be training sponsored internally or may be external sources of learning.	A certificate of completion or certificate of attendance from the sponsor verifying contact hours. <i>Sign-in sheets will not be accepted as sole proof of attendance.</i> *Trainings that are a condition of employment (mandatory by the SCCOE) are not eligible for PG increment units.

College, Continuing Education Coursework (live, online/virtual)

Activity Example	Verification Documentation
Successful completion of adult education courses sponsored by the city or county, a community college, or university-level coursework; certification programs and coursework sponsored by affiliated agencies or universities. Should be related to current job classification; may be coursework to pursue careers in professions within purview of the SCCOE.	Transcripts, letter grade, credit in credit/no credit or pass/fail courses or certificates of completion by sponsoring institutions.

Webinars or Other Online Training Modules*

Activity Example	Verification Documentation
Webinars or training modules sponsored by SCCOE or external entities.	A certificate of completion, certificate of attendance from the sponsor verifying contact hours. If applicable, submit a post-test assessment if the course included an assessment component.

Volunteer Opportunities

Activity Example	Verification Documentation
Volunteer positions should be related to your job classification/profession or a population served by the SCCOE. The volunteer opportunity should add to the development of one's area of practice or to the variety of populations served by the SCCOE. Please email if you have a volunteer position you would like considered for Professional Growth.	Most volunteer positions have timesheets; if the volunteer opportunity is a single session (ie. wrapping Christmas toys, Thanksgiving soup kitchen, etc.), submit within thirty (30) days of the last volunteer date. Ongoing volunteer work should be submitted monthly or within thirty (30) days of the last volunteer date.

Elective Offices

Activity Example	Verification Documentation
Elected offices such as those within CSEA, or any other professional organization that is directly related to your position such as a local, regional, state, or national organization.	Agenda minutes noting elected office or other document by participating agency/institution that notes office held by the individual.

Presentation Opportunities

Activity Example	Verification Documentation
Presentations, guest lectures, in-service training within the department, organization, or other local, regional, state, or national opportunities. May include conferences, workshops, webinar presentations, etc. on topics related to current job position or that serve to inform related professionals.	Include agenda if appropriate as well as presentation materials (ie. Google Slides, Power Point, etc.). If the presentation was a poster presentation, submit an electronic copy of the poster. Submit documentation that denotes presentation day, time, and title of course. Time spent on preparation will not be included as credited hours. One-time presentation per course title or topic.

Webinars or Other Online Training Modules*: Some webinars and online training modules do not provide time certificates or have post-test assessments to document your participation. Please try to submit proof of registration as well as any other documentation that supports your participation (ie. screenshot). Time stamps denoting proof of participation outside of work hours will not be required as it is assumed that each applicant is adhering to professional conduct and ethical behavior in regards to their learning and professional growth.



CSEA PROFESSIONAL GROWTH Volunteer Form

Name: _____ **Date:** _____
Dept: _____ **Title:** _____

Name of organization: _____

Describe your role/duties with this organization and how they promote the vision of the SCCOE and/or the various populations the SCCOE serves.

Date	Hours	Date	Hours	Date	Hours	Date	Hours
1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	
7		15		23		31	
8		16		24			

Signature and Date: _____

Supervisor Signature and Date: _____

*Please complete this form and get a supervisor's signature from your volunteer organization. Return to professionalgrowth@santacruzcoe.org by the end of the month.

CSEA Professional Growth

Volunteer Form: Checklist for Submission

Please upload documents to: professionalgrowth@santacruzcoe.org

<input type="checkbox"/>	Ensure that volunteer time is not during contract hours and the organization is relevant to the overall vision of the SCCOE and the populations served. The volunteer position may or may not be directly relevant to your hired position with the SCCOE.
<input type="checkbox"/>	Complete the CSEA Volunteer Form and obtain your volunteer organization's supervisor signature by the end of the month or within thirty (30) days of the last volunteer date.
<input type="checkbox"/>	Submit volunteer form at the end of the month or within thirty (30) days of the last volunteer date whether volunteer opportunity was one-time or ongoing.

Examples of Professional Growth Volunteer Opportunities

Volunteer Opportunities

Volunteer opportunities may be with local non-profit organizations, or it may be remote work for a larger local, state, or national organization. Volunteer opportunities may also include observation and participation hours required for a university degree program or certification program provided they occur outside of the employee's contract hours.

Activity Example	Verification Documentation
Volunteer positions should be related to your job classification/profession or a population served by the SCCOE. The volunteer opportunity should add to the development of one's area of practice or to the variety of populations served by the SCCOE. Please email if you have a volunteer position you would like considered for Professional Growth.	Most volunteer positions have timesheets; if the volunteer opportunity is a single session (ie. wrapping Christmas toys, Thanksgiving soup kitchen, etc.), submit within thirty (30) days of the last volunteer date. Ongoing volunteer work should be submitted monthly or within thirty (30) days of the last volunteer date.

SIDE LETTER CSEA TO THE COE

This is an agreement between CSEA and the Santa Cruz County Office of Education (Santa Cruz COE) 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 Santa Cruz COE. 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.

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 (Santa Cruz COE) 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 Santa Cruz COE 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 (LRR) 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 Santa Cruz COE conducts 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 Santa Cruz COE 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).

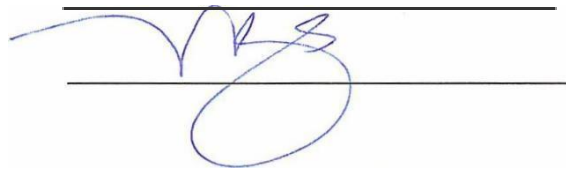
V. DURATION OF AGREEMENT


- 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 Santa Cruz COE, 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

**Santa Cruz COE
Signature(s)**

**CSEA
Signature(s)**





SIDE LETTER ON REVISIONS TO POLICY 610

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.

SIDE LETTER ON COVID-19 STAFFING FOR SUMMER SESSION

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.

Initials SCCOE FE
Initials CSEA MCP

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:


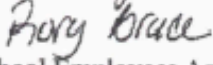

The intent of this MOU is to enable the provision of in person services to students. If a unit member provides remote services, such service shall not count toward the 90% threshold needed to receive the stipend.

5. Further Negotiation:

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: Michelle Sanchez for Rory Bruce California School Employees Association Chapter 484 
Dated: 6/11/2021	By:  Buddy Renzullo California School Employees Association Labor Relations Representative

Initials SCCOE FS
Initials CSEA MGL



California
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Ben Valdepeña
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



June 11, 2021

Via Electronic
rjbruce@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

Our mission: To improve the lives of our members, students and community.

SIDE LETTER ON JUNETEENTH SETTLEMENT

Santa Cruz County Office of Education
and the
California School Employees Association, Chapter 484


**SETTLEMENT AGREEMENT
Juneteenth Holiday**

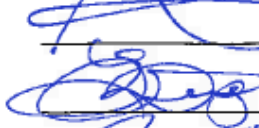
The Santa Cruz County Office of Education and the California School Employees Association, Chapter 484 ("CSEA"), together known as the "Parties", hereby agree to the following in order to establish Juneteenth as a holiday.

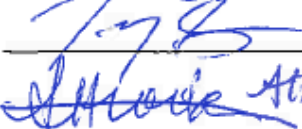
1. June 19, otherwise known as "Juneteenth", shall be established as a holiday and it shall be added to Article 10: Holidays of the CSEA/SCCOE collective bargaining agreement.
2. June 19, 2022 shall be observed as a holiday.
3. Every classified employee who was in paid status on June 18, June 19, and/or June 21, 2021 shall be provided with one floating holiday. This floating holiday must be used prior to February 1, 2023 and if it is not used, the employee will not be compensated for not taking the day off. The floating holiday may not be taken off by instructional support staff during the Extended School Year (ESY) or Summer School 2022 program.
4. To schedule this floating holiday, employees shall follow notice requirements in Article 10.1.2.
5. SCCOE shall generate a list of employees eligible for the floating holiday that will be verified by CSEA. This list shall be made available to CSEA no later than May 13, 2022. Following agreement between the Parties, no further changes shall be made to the list.
6. Upon signing of this Agreement by the Parties, CSEA acknowledges that the Santa Cruz County Office of Education will not be subject to any class action lawsuits regarding the establishment of Juneteenth as a holiday.

Date: 4/28/2022

For the Santa Cruz County Office of Education:




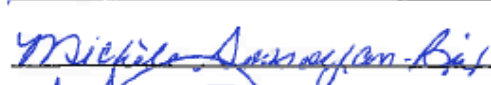





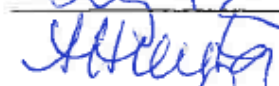
Michelle Alt


For CSEA Chapter 484:











Bren Spott

SIDE LETTER ON RETENTION INCENTIVE

Side Letter Agreement 9/11/2024

**Side Letter
Between
The Santa Cruz County Superintendent of Schools
And
The California School Employees Association (CSEA), Chapter #484**


RETENTION INCENTIVE


The Santa Cruz County Office of Education (COE) has maintained a conservative approach to budgeting for many years. For the fiscal year 2023-2024, departments have significantly reduced their spending on purchase orders, enabling the COE to close those purchase orders with excess funds. Additionally, higher-than-expected Average Daily Attendance (ADA) from Alternative Education and the Career Advancement Charter School in the latter half of the year has positioned the Santa Cruz COE to provide a Retention Incentive for employees in the 2024-2025 school year.

Effective July 1, 2024, all active employees as of September 15, 2024, are eligible for a Retention Incentive of Three Thousand dollars (\$3,000). This incentive will be prorated based on full-time equivalency (FTE) and will be subject to applicable federal and state taxes, as well as other required withholdings. The Retention Incentive will be disbursed in the next available supplemental payroll.

This incentive should not be considered as precedent-setting.

For SCCOE:





For CSEA:

