

MASTER CONTRACT

between

SOLANO COUNTY OFFICE OF EDUCATION/
SOLANO COUNTY SUPERINTENDENT OF SCHOOLS

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SOLANO COUNTY CHAPTER #608

July 1, 2022 - June 30, 2025

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ARTICLE 2

RECOGNITION

The County Office hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix B. Expansion or reduction of the bargaining unit shall be by mutual agreement of the County Office and CSEA, subject to the rules of Public Employees Relations Board.

ARTICLE 3

SCOPE OF REPRESENTATION

Scope of Representation shall be as provided in Government Code 3543.2 (amended). Nothing herein may be construed to limit the right of the County Office to consult with CSEA on any matter outside the scope of representation.

ARTICLE 4

ORGANIZATIONAL SECURITY

4.1 Organizational Security

4.1.12 After a maximum of one (1) month of employment, the County Office shall deduct the union dues upon appropriate written authorization obtained at the time of employment from the new employee or notification from CSEA. The County Office shall pay to the designated payee (CSEA), within fifteen (15) days of the deduction, all sums so deducted.

4.1.2 Managers, supervisors and confidential employees shall not instruct employees on the process to opt-out of CSEA, instead refer the employee to CSEA Labor Relations Representative or designee.

The County Office of Education shall wait to receive notification from CSEA before processing any dues deduction revocation requests.

4.2 Hold Harmless Clause

4.2.1 CSEA shall indemnify and hold the County Office harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.

ARTICLE 5

CSEA RIGHTS

5.1 Notification Rights

- 5.1.1 Upon request of CSEA, the County Office, within reasonable time, shall supply copies of any public information necessary for CSEA to fulfill its role as the exclusive representative. Material will be made available at the same charge as the public is charged, if any.
- 5.1.2 The County Office permits information or notices concerning CSEA matters to be channeled through the County Office mail, email and other communication systems mutually agreed to without charge to CSEA.
- 5.1.3 Upon request of CSEA, the County Office will supply, within a reasonable time, a complete "hire date" seniority roster of all bargaining unit employees.
- 5.1.4 The County Office permits CSEA to use, without charge, bulletin boards and its facilities for meetings at times agreed by both the County Office and CSEA.

5.2 Conference/Association Release Time

- 5.2.1 The County Office agrees to release from CSEA a total of up to three (3) members and up to one (1) state officer to attend the Association Annual Conference without loss of pay for five (5) days each.
- 5.2.2 The Superintendent may grant up to twenty (20) days of leave for Association business.

CSEA will compensate the County Office when a substitute is employed.

5.3 Orientation Meeting

- 5.3.1 The Association and the County Office shall conduct an orientation meeting that all employees covered by this Agreement shall be required to attend. Both the Association and the County Office shall explain the parts of this Agreement that are important to employees. The meeting(s) shall be scheduled as much as possible so as not to interfere with work schedules. Those required to leave their workplaces shall not suffer loss of pay.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Definitions

- 6.1.1 A "grievance" is defined as any complaint of an employee, employees, or CSEA involving the interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal an atmosphere as is possible in the resolution of grievances.
- 6.1.2 A "grievant" is the party or parties filing the grievance.
- 6.1.3 "Day" shall mean a regular workday an employee is required to work.
- 6.1.4 "Department" refers to departments including, but not limited to Special Education, Court/Community Schools, Educational Services, Maintenance, Information Services and Technology, Youth Development, Youth Services, College and Career Readiness, Workforce Development, Business, Human Resources, Transportation, or County Office.
- 6.1.5 An employee is entitled to representation at all levels if employee so desires.
- 6.1.6 "School hours" are the hours when the grievant(s) is with students.

6.2 Procedures

- 6.2.1 Level One:
 - a. The grievant(s) will initiate a grievance to their immediate supervisor(s) with the objective of resolving the matter informally. The grievance needs to be referenced by that part of the Agreement that the grievant(s) claims is being violated.
 - b. Grievances will be initiated in writing to immediate supervisor(s) within fifteen (15) days of the event or knowledge of event giving rise to the grievance.
 - c. Once a grievance is issued by a grievant(s) to the immediate supervisor(s), the following may occur:
 - 1) Within ten (10) days, the supervisor(s) will meet with the grievant(s) and discuss those areas in the Agreement under grievance. The response will be in writing and given to the

grievant(s) within five (5) days of the meeting for their signature of receipt.

- d. If the grievance deals with a dispute over salary or benefits or any other item over which the supervisor has no control, the grievance may be initiated at Level Two.

6.2.2 Level Two:

- a. The grievant(s) shall be able to proceed to Level Two if either of the following exists:
 - 1) The grievant(s) is not satisfied with the disposition of the grievance at Level One.
 - 2) No written decision has been rendered within five (5) days after the Level One meeting.
- b. The grievant(s) shall file a grievance in writing simultaneously with the department head and provide a copy to the Association representative within fifteen (15) days after submission of original grievance.
- c. Within ten (10) days after receipt of a written grievance, the department head will meet with the grievant(s), a representative of the Association, or both, in an effort to resolve the grievance.
- d. Within five (5) days following the meeting, the department head will respond in writing to those areas in the Agreement being grieved. The response will be given to the grievant(s) for their signature of receipt and a copy sent to the Association president.

6.2.3 Level Three:

- a. The grievant(s) may submit their grievance in writing to the Superintendent or designee for review if the following occurs:
 - 1) The grievant(s) is not satisfied with the disposition of the grievance at Level Two.
 - 2) No written decision has been rendered within five (5) days after the Level Two meeting with the department head.
- b. Within ten (10) days after receipt of written grievance, the Superintendent or designee will meet with the grievant(s), a representative of the Association, or both, in an effort to resolve the grievance.

- c. Within ten (10) days following the meeting, the Superintendent or designee will respond in writing to those areas in the Agreement being grieved. The response will be given to the grievant(s) for their signature of receipt and a copy sent to the Association president.

6.2.4 Level Four:

- a. If any party is not satisfied with the Level Three decision, or if no decision is rendered within the specified timeline, any party may request mediation.
- b. Upon the request for mediation, the charging party will request the California Mediation and Conciliation Service to provide a mediator to assist the Association and County Office to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent/designee, the Association and the grievant when the request is made.
- c. The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the County Office and Association) within ten (10) days of receipt of the request, who within fifteen (15) days of appointment shall attempt to resolve the grievance. If, for any reason, the California Mediation and Conciliation Service fails or refuses to act as provided herein, the parties shall meet and seek alternative mediation methods.
- d. The mediator shall only make written recommendations to the parties. No public recommendations shall be made by the mediator.
- e. The mediation process shall not exceed one day.

6.2.5 Level Five:

- a. The Association shall retain the right to determine which grievances may proceed to arbitration. If the Association representative is not satisfied with the disposition at Level Four, or if Association may, within ten (10) days after a decision, request in writing that the grievance be submitted to advisory arbitration.
- b. Within ten (10) days after such written notice of submission to advisory arbitration, the County Office and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the American Arbitration

Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representative of the County Office and the Association and hold hearings promptly and shall issue an award as soon as possible from close of hearings or, if oral hearings have been waived, as soon as possible after final statements and proofs on issues are submitted to them. The arbitrator's recommendation shall be in writing and shall set forth their findings of fact, reasoning, and conclusions on issues submitted.
- d. The award of the arbitrator shall be final unless overturned by the Superintendent within thirty (30) days of the rendering thereof. Should the Superintendent overturn the arbitrator, the Superintendent will pay the costs of the arbitrator.

6.3 Miscellaneous

- 6.3.1 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6.3.2 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in harm to grievant(s), the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year. Timelines may also be extended through mutual agreement.
- 6.3.3 The processing of a grievance shall be held, insofar as possible, at times other than school hours. When it is absolutely necessary to involve school time, the grievant(s) and Association representative shall be released without loss of pay or benefits.
- 6.3.4 All parties to the grievance will make available to other parties involved all pertinent information, not privileged under the law, in its possession or control that is relevant to the issue by the grievance.
- 6.3.5 All costs for the services of arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and cost of any hearing room will be borne equally by the parties. All other costs will be borne by the party incurring them.
- 6.3.6 CSEA representatives shall have access to all areas in which employees in the bargaining unit work in order to prepare, investigate, and process grievances.

6.4 Group Grievances

6.4.1 If the grievance involves more than one employee and/or employees with different immediate supervisors, the grievance may be filed at Level Three.

6.5 Employee-Processed Grievance

6.5.1 CSEA shall be provided copies of any grievance filed by employees directly and any responses by the County Office. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA will be given an opportunity to file a written response to the proposed resolution.

6.6 Complaints

6.6.1 When an employee does not have grounds for a grievance but believes they have been treated unfairly, the employee may use the complaint procedure in the administrative policies and procedures.

ARTICLE 7

TRANSFERS

7.1 Definition

- 7.1.1 Transfer is the movement of an employee from one position to another position, not involving a change in classification, and therefore retaining the same salary placement.

7.2 Procedures

- 7.2.1 A transfer may be made by the Superintendent/designee at any time, typically, due to, but not limited to class closures, balancing workloads, meeting the needs of the students or reducing excess staff. Upon employee request, a rationale regarding the reason for transfer will be provided by the Superintendent or designee. Any employee that is transferred by the Superintendent/designee under this provision will receive no less than 3 business days' notice, unless waived by the employee before their transfer becomes effective. This notification timeline will not be applicable if the transfer is temporary and part of an investigatory/disciplinary process.

- 7.2.2 An employee may request a transfer by following the procedure set forth herein:

7.2.2.1 Submit a completed Classified Request for Transfer form (see Appendix E) to the Human Resources Department. A request for transfer may be submitted at any time.

7.2.2.2 Employees who have a transfer request on file with Human Resources will be considered for positions prior to those positions being advertised.

7.2.2.3 If there is an advertised opening, an employee having a request for transfer on file will be considered prior to external applicants. The most qualified employee will be transferred. In the event the employee is not chosen for the opening, they will be notified. Upon request, the employee shall be provided a reason they were not chosen for transfer.

7.2.2.4 Effective April 30, all requests for transfers will be purged from the file. As of May 1, of each year, employees still desiring a transfer must submit a new transfer request.

7.2.2.5 An employee on leave shall have the right to have their job representative file for the transfer on their behalf.

7.3 Vacancies

7.3.1 Vacancies shall be sent electronically to all unit members at time of advertisement.

7.3.2 Notice Contents: The job vacancy notice shall include: the job title, a brief description of the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

7.3.3 Lateral Movement: A movement from one job classification to another within the same range. The member will be considered for the lateral movement, if qualified, using the criteria set forth under the transfer and promotion sections of the contract.

7.3.4 Voluntary Demotion: A voluntary downward movement from one job classification to another in a lower range. The employee shall be placed on a step which is as close as possible to their current salary. The employee shall serve a six work months or 130 days of paid service probationary period, if they had not previously held a position in the classification. If the employee is found to be unsatisfactory in the new position, they shall be reinstated to the former classification, unless there is cause for dismissal.

ARTICLE 8
PROMOTIONS

8.1 Definition

8.1.1 "Promotion" is the upward movement of an employee from one position to another position involving a change of classification.

8.2 Procedures

8.2.1 Vacancies shall be sent electronically to all unit members at time of advertisement.

8.2.2 An employee may apply for vacancies by submitting a new classified job application with the Human Resources Department via the online recruitment tool. An employee is eligible for an interview by the selection committee providing they meet the necessary job criteria.

8.2.3 Any employee who applies for a vacancy and is not selected for the position shall be notified within five (5) days after the decision is made through the online recruitment tool and via the email used on the application.

8.3 Notice Contents: The job vacancy notice shall include: the job title, a brief description of the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

8.4 Probationary Period: An employee who is promoted shall serve a probationary period of six (6) work months or 130 days of paid service, whichever is greater, in the higher classification.

Should a permanent employee who is serving a probationary period as a result of a promotion or a lateral movement into a new classification be found unsatisfactory in the higher position, and/or the new classification, or should the permanent employee find the higher position unsatisfactory, they shall be reinstated in permanent status of former classification. Such re-instatement does not preclude the pursuit of dismissal for cause (under Article 17).

8.5 Salary on Promotion: Any permanent or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the class or such higher amount as would constitute at least one step. However, in the event that a person employed is found to exceed minimum qualifications for a position through training, education and/or experience, the Superintendent or designee may authorize their placement on a higher step of the salary schedule.

ARTICLE 9

HOURS OF EMPLOYMENT

9.1 Definitions

9.1.1 "Regular full-time position" shall mean a position established on a permanent basis requiring work on a regular schedule, based on the assigned full time equivalent (FTE) reflected in Appendix B.

9.1.2 "Regular part-time position" shall mean a position established on a permanent basis requiring work on a regular schedule. Regularly employed part-time classified employees shall be entitled to sick leave and all other benefits contained herein, and all vacation, maternity, and other leaves and benefits granted by the County Office to the majority of the regular full-time employees in the same classified positions or general class of positions. Such leaves and benefits are prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees as reflected in Appendix B.

"Substitute employee" (non-member) means any person employed to replace a classified employee who is temporarily absent from duty.

"Short-term employee" (non-member) means any person who is employed to perform a service for the County Office, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

Short-term employee (member) - see section 9.4.2.

Dual Positions: If a member holding one part-time position applies for an additional part-time position, they will be considered for the second position using the criteria set forth under the transfer and promotion sections of this contract. (See Articles 7 and 8).

It shall be understood that each of these positions shall be treated as separate positions. No mileage compensation will be paid.

Every effort will be made to coordinate "Dual Positions" with new or existing members.

9.1.3 The "workweek" for full-time positions shall consist of five (5) consecutive days. This article shall not restrict the extension of the regular workday or workweek on an additional and/or overtime basis when such is necessary to carry on the business of the County Office, unless reflected in 9.1.6 (Alternative Work Schedule).

9.1.4 The length of the “workday” shall be designated by the County Office for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours, which shall not be less than four (4) hours per day for five (5) consecutive days. It is agreed that the Superintendent may hire up to ten (10) Paraeducators for less than 20 hours per week each.

9.1.5 Prior to the close of the current fiscal year, management and CSEA will meet to discuss, review, and develop the calendars for the following year.

9.1.6 “Alternative Work Schedule” shall mean a work schedule that has work hours that may vary on a daily and/or weekly basis. May require working day, evening and weekend hours.

An alternative work schedule can be a requirement at the time of hire or based on program need.

Each position requiring an alternative work schedule will be reviewed by management and CSEA prior to implementation.

The following areas must be defined prior to implementation:

- a. Number of work days.
- b. Type of calendar (i.e., school, custom).
- c. Base for hours per day/week for calculating employee benefits, leaves and holidays.
- d. Base for working weekend hours.
- e. If additional hours are needed beyond the base number, they shall be paid on a timecard.
- f. Budget code(s).

The immediate supervisor (or designee) will be responsible for establishing and tracking the minimum base hours and any additional hours each month.

If an employee is required to spend the night (i.e., retreats, trainings, conferences, etc.) they will be compensated for an eight (8) hour day or actual hours if less than eight (8). If they are required to work beyond eight (8) hours a day, the employee will be compensated at the appropriate rate of pay for additional hours and/or overtime.

9.2 Notice of Employment

- 9.2.1 By September 30, each employee will receive a Notice of Employment indicating number of hours to be worked per day, paid holidays, paid vacation, salary, and months/days per year to be employed.
- 9.2.2 For new employees, a copy of this contract and a copy of the new employee's job description will be provided at the new employee orientation meeting.

9.3 Adjustment of Assigned Time

- 9.3.1 Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This section does not apply for a regular employee substituting for another regular employee. This does not apply to short-term hours, which is a separate Notice of Employment (NOE).
- 9.3.2 Members may be allowed to alter the starting and/or ending time of their work shift on a regular basis with the approval of their site/department manager and the Superintendent or designee. The modification shall be for a specific period of time.

9.4 Increase in Hours

- 9.4.1 When additional hours or days are assigned to a part-time position on a regular basis, the assignment of increased hours or days shall be offered first to the incumbent. If the incumbent declines the additional hours or days, they may be offered to the most senior qualified employee in the classification at the site (based on seniority).
- 9.4.2 Regular employees working additional hours as short-term: Additional hours worked above a regular part-time position that are classified as an employee's permanent assignment, shall have the prorated health benefits, vacation, sick leave, and holidays adjusted upward to reflect the additional hours.

If a regular classified employee working a short-term assignment does not receive health and welfare benefits, and receives cash-in-lieu of benefits, the cash-in-lieu of benefit shall not be increased.

This adjustment shall be made at the end of the fiscal year. The health benefits, holidays, and vacation pay shall be adjusted and paid as an average of the current fiscal year.

If the regular classified employee is CalPERS eligible the additional hours shall be reported in the month earned.

The parties shall review the yearly adjustment process after one (1) year to make adjustments in the reporting, if necessary.

9.5 Inconsistent Duties Compensation

9.5.1 An employee may be temporarily assigned the duties and responsibilities of a higher classification if such duties reasonably relate to those fixed for the position. Employees temporarily assigned duties and responsibilities outside their current job description shall be compensated beginning day one (1). Inconsistent duty compensation shall be at the pay range of the position that is being filled with a minimum of two and one-half percent (2-1/2%) pay increase above his or her regular pay plus longevity if applicable.

9.6 Lunch Periods

9.6.1 Members working five (5) hours or more must take an uninterrupted lunch period no later than the end of the employee's fifth hour of work shall be entitled to an uninterrupted unpaid lunch period of not less than one-half (1/2) hour which will be at or about midpoint of each work shift. The length of time for such lunch will be as reasonable as possible given the job classifications.

- a. With the exception of Paraeducators, [see (b.) below] employees required to work during lunch period shall receive pay at the appropriate rate for all time worked during the normal lunch period. Office personnel may be assigned normal lunch hours between 11:30 a.m. and 2:00 p.m.
- b. Paraeducators working six (6) hours or more who are required to work the normal lunch period will be provided a one-half (1/2) hour paid, duty-free period at a time mutually agreed upon by the Paraeducator and supervisor.

9.7 Rest Periods

9.7.1 All bargaining unit employees shall be granted reasonable rest periods, up to 15 minutes, in the middle of each work period that extends beyond three and three-quarter (3-3/4) hours worked. Every attempt by the County Office will be made to provide rest facilities.

9.7.2 Specified periods may be designated only when the operations of the County Office require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors.

- 9.7.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 9.8 Voting Time Off
- 9.8.1 If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the County Office shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- 9.9 Overtime
- 9.9.1 Overtime shall have prior approval by the immediate supervisor or designee, except in cases of extreme emergency. Overtime for classified employees will be in accordance with the Fair Labor Standards Act. Payment for overtime will be submitted by timecards within thirty (30) days of time worked.
- 9.9.2 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all time worked. Overtime is defined to include any time worked in excess of eight (8) hours in any one day, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work (Education Code 45128).
- 9.9.3 Equal distribution: Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department.
- 9.9.4 Any employee shall have the right to reject any offer or request for overtime except in cases of extreme emergency.
- 9.10 Compensatory Time Off
- 9.10.1 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with the section on overtime immediately preceding this section (Education Code 45129).
- 9.10.2 Compensatory time off shall be taken at a time mutually acceptable to the employee in the bargaining unit and the County Office by May 15.

Compensatory time earned and not taken will be paid off at the end of the current fiscal year (June 30th). All compensatory time will be in accordance with the Fair Labor Standards Act. Compensatory time off shall be taken prior to annual leave.

9.11 Mileage Compensation

9.11.1 Any employee required by administration to work at a work site which involves travel in a personal car from their normal worksite, shall be compensated for the total mileage difference between their normal work site and their temporary or additional work site at the amount of the established mileage rate. Such compensation shall be paid to the employee when an expense claim is submitted. Mileage cannot be claimed between home and employee's work site; only miles driven that exceed the distance from home to base work site and return to home will be reimbursed.

9.11.2 Mileage, travel and conference shall be paid per SCOE policies and procedures (4350.2).

9.12 Minimum Call-In Time

9.12.1 Any regular full-time employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay under this Agreement.

9.13 Call-Back Time

9.13.1 Any employee called back to the work site after completion of their regular assignment and leaving the work site shall be compensated for a minimum of two (2) hours at the overtime rate.

9.14 Hours Worked

9.14.1 For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

9.15 Shift Differential

9.15.1 Members whose work shift has at least 1/2 of the shift time before 6:30 a.m. or after 5:00 p.m. shall receive a 5% shift differential for all time worked.

ARTICLE 10

PROFESSIONAL GROWTH

10.1 Definition

10.1.1 Professional growth is an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities, to broaden their opportunity for promotion or absorption into related reclassifications, and to engage in study and related activities designed to retain and extend the high standards of classified employees.

10.2 Purpose

10.2.1 The purpose of a professional growth plan is to encourage all classified employees to participate actively in job-related study and activities designed to improve service to the Solano County Office of Education, as well as to promote professional and educational growth of the employee.

10.3 Professional Growth Committee

10.3.1 Composition of Committee: The committee shall consist of not more than two (2) members from the classified staff, appointed by CSEA and two (2) members from the administrative staff, appointed by the Superintendent or their designee and coordinated by the Solano County Office of Education, Human Resources Department.

10.3.2 Duties of Committee: The committee will review and approve or deny professional growth plans and coursework. The committee will meet on an as-needed basis during the normal workday.

10.4 Approval Procedure

10.4.1 All permanent employees are eligible to enter the professional growth program. Probationary employees may enroll in coursework, which shall count toward a professional growth increment; but the increment will not be paid until permanent status is achieved.

10.4.2 Five (5) working days prior to the start of class, approval is required from the Professional Growth Committee for a course to count toward a professional growth increment. Approval shall never be given retroactively or after a course has started unless at the discretion of the superintendent/designee.

10.4.2.1 Alternate Classes: If planned classes are not available, alternate equivalent classes may be substituted.

10.4.3 Professional growth credits may be earned through participation in the following categories:

- University and community college courses
- Adult school courses
- Trade schools and Regional Occupational Program classes
- Job-related workshops, institutes, seminars, and conferences

10.4.4 Units must be deemed beneficial to the organization and/or to provide internal promotional opportunities to the employee. A semester unit is 15 contact hours. Partial units may be granted as follows:

1 quarter unit	=	2/3 (.667) semester unit
15 contact hours	=	1 Continuing Education Unit (CEU) = 1 semester unit
1 hour	=	.07 CEU
2 hours	=	.13 CEU
3 hours	=	.20 CEU
4 hours	=	.27 CEU
5 hours	=	.33 CEU
6 hours	=	.4 CEU
7 hours	=	.47 CEU
8 hours	=	.53 CEU
9 hours	=	.60 CEU
10 hours	=	.67 CEU
11 hours	=	.73 CEU
12 hours	=	.80 CEU
13 hours	=	.87 CEU
14 hours	=	.93 CEU
15 hours	=	1.0 CEU

10.5 General Rules and Regulations

10.5.1 All approved coursework verification will be placed in the employee's personnel file.

10.5.2 If the employee is laid off or leaves employment for any reason and is subsequently reemployed within thirty-nine (39) calendar months, they are entitled to reinstatement of all previously earned professional growth increments, as long as all increments were earned while in paid status with the Solano County Office of Education. The only exception to the "paid status" requirement is approved educational leaves (leave for study).

10.5.3 Employees must be in permanent status to receive any portion of the payment.

10.5.4 Classes or in-service programs taken on office time and for which the office pays tuition and/or expenses will not be counted for professional growth credit. However, employees may take leave without pay, accrued annual leave, or personal necessity/personal business to attend classes or in-services qualifying for professional growth credit. A Leave Verification form with immediate supervisor's signature (signature is for acknowledgement of leave request only) must be attached to the CSEA Professional Growth Plan Approval Form. A request for leave without pay must have prior approval from the Superintendent or designee. A copy of approved leave must be attached to the CSEA Professional Growth Plan Approval Form.

- 10.5.5 For course approval, it is the responsibility of the employee to submit the CSEA Professional Growth Plan Approval Form, Appendix D five (5) working days prior to the start of class to the Human Resources Department.
 - 10.5.6 Within one year of completion of coursework, the employee shall forward to the Human Resources Department all report cards, transcripts, or other acceptable certification of completed units, along with a copy of the approved CSEA Professional Growth Plan Approval Form. Coursework verification from courses more than one year old will not count toward a professional growth increment.
 - 10.5.7 An employee may appeal to the Human Resources Department for a hearing if coursework is denied by the Professional Growth Committee.
 - 10.5.8 A grade of "C" or higher must be earned unless the course is a non-graded class or workshop.
 - 10.5.9 Any units earned prior to employment with the Solano County Office of Education shall not apply to professional growth increments.
- 10.6 Compensation for Professional Growth Increments
- 10.6.1 The unit member shall submit transcripts/documentation for verification to SCOE by December 31 and/or June 30. Payment for the professional growth increment will begin on the employee's next regular payroll following the transcript/documentation deadline. Compensation approved for the December 31 deadline will be prorated for the remaining months of the year.
 - 10.6.2 For each twelve (12) prior-approved and verified semester units completed, the employee will receive the agreed upon compensation. All increments shall be paid in equal installments for the number of months for which employee is usually paid.
 - 10.6.3 An increment is defined as completion of 12 semester units (See Appendix A3).
 - 10.6.3.1 An employee may earn only one professional growth increment per year.
 - 10.6.3.2 The year is defined as July 1 to June 30.
 - 10.6.3.3 An employee may receive no more than five (5) professional growth increments.

- 10.6.3.4 Increments are cumulative. Payments will continue as long as the employee remains in CSEA classified service with the Solano County Office of Education.

- 10.6.4 Any cost-of-living adjustment to the CSEA salary schedule shall be applied to the professional growth increments.

- 10.6.5 If more than twelve (12) semester units are earned per year, the amount beyond twelve (12) will count toward the next increment.

ARTICLE 11

LAYOFF/REEMPLOYMENT

11.1 Layoff

Whenever it becomes necessary to reduce the number of classified employees because of lack of work or lack of funds, the Superintendent shall recommend the specific positions to be laid off. Any notice of layoffs shall specify the reason for layoff and identify by name and position the employees designated for layoff.

- 11.1.1 Whenever, for any of the reasons set forth above, it becomes necessary to layoff classified personnel, such layoff shall be based on seniority within their current and former classification(s). Definition of seniority is date of hire.
- 11.1.2 Procedures for layoff notice and right to hearing are set forth in the California Education Code Section 45117.
- 11.1.3 Bumping rights: An employee laid off from their present class may bump into an equal or next lower class in which the employee has greatest seniority and is qualified considering their seniority in the lower class and any equal or higher classes. The employee may continue to bump into lower classes to avoid layoff.
- 11.1.4 Layoff in lieu of bumping: An employee who elects a layoff in lieu of bumping maintains their reemployment rights under this Agreement.
- 11.1.5 Equal seniority: If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot. Laid off persons are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in preference to new applicants in the reverse order of layoff.
 - a. In addition, such persons laid off have the right to participate in qualifying examinations within the County Office during the thirty-nine (39) months.
 - b. An employee on a reemployment list shall be notified of promotional opportunities in accordance with the provisions provided in Promotions (see Article 8).
- 11.1.6 Employees who take a demotion or a reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former classification(s) or a position with increased assigned time as vacancies become available with a maximum of three refusals in accordance with 11.3.3.

11.2 Break in Service

11.2.1 No absence under any paid leave provisions of this article shall be considered as a break in service for any employee in the bargaining unit who is in paid status, and all benefits occurring under the provisions of this Agreement shall continue to accrue under such absence.

11.2.2 No period of unpaid absence of less than 30 workdays shall be considered a break in service for the purpose of earning seniority under this Agreement. During such time, the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

11.3 Reemployment Rights

11.3.1 Reemployment shall be in the reverse order of layoff.

11.3.2 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be offered employment prior to new applicants. In addition, such persons laid off have the right to participate in examinations within the County Office during the period of thirty-nine (39) months.

a. Reinstatement from service retirement: Any person subject to being laid off for lack of work or lack of funds and who elected service retirement from Public Employees' Retirement System (PERS) shall be placed on an appropriate reemployment list.

1) The County Office shall notify the Board of Administration of PERS of the fact that retirement was due to layoff for lack of work or lack of funds. If the employee accepts, in writing, an appropriate vacant position, the County Office shall maintain the vacancy until the Board of Administration of PERS has properly processed their request for reinstatement from retirement.

11.3.3 Employees who take a demotion or a reduction in assigned time in lieu of layoff rather than be laid off shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months.

11.4 Substitute - Short-Term Employees

11.4.1 No substitute and/or short-term employee may retain employment when laid-off, qualified employees can work as substitutes and/or short-terms.

ARTICLE 12

LEAVES

12.1 Bereavement Leave

12.1.1 Each member shall be entitled to leave of absence with pay of four (4) days, or five (5) days if travel extends beyond 300 miles or out of state, in the event of death of any member of the member's immediate family. The immediate family is defined, spouse, domestic partner, parent, sibling, child, mother-in-law, daughter-in-law, father-in-law, son-in-law, grandfather, grandmother, grandchild, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, any person living in the immediate household of the employee, and any other person of significant personal relationship with the approval of the Superintendent/designee. Additional leave for bereavement may be taken as personal necessity leave (Section 12.10). Bereavement leave must be completed within six (6) months of the death.

12.2 Jury Duty

12.2.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to report for jury duty. The County Office shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

12.2.2 The amount of such leave shall be limited to the period of time for which the member is actually required to be present at the court to perform as a juror, plus a reasonable amount of travel and waiting time. Employees are required to return to work during any day if two or more hours of the regular workday remain after the jury duty ends.

12.2.3 A copy of jury summons and confirmation of attendance from the judicial (county/state) court system must be presented to the Human Resources Department at the end of your jury duty. Failure to provide proof of jury summons and/or service may result in a deduction of pay.

12.3 Judicial and Official Appearances

- 12.3.1 Members of the bargaining unit shall be entitled to leaves of absence to appear as a witness in court other than as a litigant or to respond to an official order from a public agency, board, commission, or tribunal for reasons not brought about through the connivance or misconduct of the member. The amount of such leave shall be limited to the period of time for which the member is actually required to be present at court as a witness or before the agency, board, commission, or tribunal, plus a reasonable amount of travel and waiting time. No leave shall be granted unless the member is required to appear by a subpoena or equivalent order and a copy submitted to Human Resources.
- 12.3.2 SCOE will pay the employee the difference between the employee’s regular earnings and the amount to which the member is entitled for appearance fees. The member is required to make claim for, collect, and pay to the County Superintendent of Schools all funds they are entitled to for appearance fees.

12.4 Military Leave

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

12.5 Sick Leave

- 12.5.1 An employee employed five (5) days a week by the County Office shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days they are not required to render service to the County Office, with full pay for a fiscal year of service. Probationary employees may only access six (6) days of sick leave in their first six months of employment.
- 12.5.2 An employee employed five (5) days a week who is employed for less than a full fiscal year is entitled to that portion of twelve (12) days leave of absence for illness or injury as the number of months they are employed bears to twelve (12). Sick leave for those employees shall be accrued according to the schedule below.

12 Month = 228 – 245 workdays, earns 12 days per year
 11 Month = 200 – 227 workdays, earns 11 days per year
 10 Month = 184 – 199 workdays, earns 10 days per year
 9 Month = 160 – 183 workdays, earns 9 days per year

12.5.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that portion of twelve (12) days leave of absence for illness or injury as the number of days they are employed per week bears to five (5).

- a. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that portion of leave of absence for illness or injury to which they are entitled.

12.5.4 Days of sick leave shall be paid at the employee's regular rate of pay and for the employee's regularly scheduled hours. Hour(s) and day(s) of sick leave shall be paid at the employee's regular rate of pay.

12.5.5 Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year.

- a. A new employee of the County Office shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this section, until the first calendar month after completion of 130 days of paid service (including holidays).

12.5.6 If an employee does not take the full amount of sick leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

12.5.7 If an employee is filing a request for retirement, the employee may convert unused sick leave at the time of separation into retirement credit in accordance with Government Code Section 20862.5, or its successor.

12.5.8 Employees working ESY/Summer School shall accrue sick leave based on the number of days and hours worked. See Appendix F.

12.6 Maternity Leave

12.6.1 When under doctor's care and unable to work, an employee is entitled to use accumulated sick leave during absences due to disability pregnancy, childbirth, and recovery there from. Such absences shall be treated in the same manner as any other temporary disability under the sick leave provisions contained herein. All employment practices shall treat disability due to pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions as are applied to other temporary disabilities.

12.6.2 An employee may elect to take an unpaid maternity leave at any time during her pregnancy. Such leave shall be without pay except as provided in Section

12.6.1 above. Prior to return, the employee shall give two (2) weeks' notice of intention to return.

12.7 Parental Leave

Paid Parental Leave – Parental Leave shall be defined as benefits provided for by Section 45196.1 of the California Education Code for absences necessitated by birth of a child of the employee, or placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

12.7.1 An employee shall first use his or her sick leave for purposes of parental leave for up to twelve (12) weeks.

- a. Pursuant to Education Code Section 45196.1, in order to be eligible for Parental Leave, the employee must have worked for SCOE for at least twelve (12) months but is not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

12.7.2 Employees hold the right to request Parental Leave via these provisions. During the designated twelve (12) week paid Parental Leave, should an employee exhaust all sick leave available to them, the employee shall then receive fifty percent (50%) of base pay for the duration of the twelve (12) week period of Parental Leave.

- a. The twelve (12) weeks of parental leave shall be reduced by any period of sick leave, including all accumulated sick leave, taken during the period of parental leave.
 - i. For birthing mothers, the twelve (12) week parental leave shall commence at the conclusion of any pregnancy disability leave.
 - ii. For non-birthing parents, the twelve (12) week parental leave shall commence on the first day of such leave.
- b. An employee may not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.
- c. An employee may take their parental leave in intermittent periods within the twelve (12) month period. The aggregate amount of leave taken shall not exceed twelve (12) work weeks within the twelve (12) month period. Should intermittent leave be taken it must be in two-week increments with two exceptions for less than two weeks.
- d. If a school year concludes before the twelve (12) work week period is exhausted, the employee may take the balance of their twelve (12) work

week period in a subsequent school year, as long as the twelve (12) month period of time has not ended.

- e. Pursuant to the California Family Rights Act (CFRA), parental leave must be completed within one year of the birth, adoption, or foster care placement of a child.

12.7.3 An employee who decides not to access the parental leave under 12.7 will be allowed two (2) days of leave with pay to be taken immediately before, during, or after delivery, or placement of a child in connection with the adoption or foster care of the child by the employee. The employee will be allowed to take up to three (3) additional days of personal necessity leave in order to extend this leave to five (5) days.

12.8 Industrial Accident and Illness Leave

12.8.1 In addition to any other benefits that an employee may be entitled to under the workers' compensation laws of this state, employees shall be entitled to the following benefits:

- a. An employee suffering an injury or illness arising out of and in the course and scope of their employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.
- b. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- c. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.
- d. Any time an employee on industrial accident and illness leave is able to return to work, they shall be reinstated in their position without loss of pay or benefits.

12.9 Long-Term Sick Leave

- 12.9.1 A permanent employee is eligible for long-term sick leave effective the first day of the extended leave provided that all paid sick leave benefits have been exhausted, three (3) consecutive days of absence occur, and a doctor's order is presented to the Human Resources Department indicating that the employee has been unable to work.
- a. Subsequent absences caused by the same illness (e.g., follow-up visits to the doctor) will, upon presentation of a written doctor's excuse, be covered under extended leave even if the absence is for less than three (3) days.
- 12.9.2 Up to 100 days of paid, long-term sick leave in addition to those required by the Sick Leave section (12.5) of this article shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

12.10 Personal Necessity Leave

- 12.10.1 Any employee in the bargaining unit may use, at their election, not more than eight (8) days of earned and unused sick leave benefits in one (1) year in the following cases of personal emergency or necessity. This benefit is in addition to bereavement leave and leave for court appearance other than as a litigant under a court order.
- a. Death of a member of the immediate family. Immediate family as defined in Section 12.1.1. In addition to the bereavement leave benefits, additional days of personal necessity or emergency leave may be granted when emergency problems such as travel or settling an estate may require the employee's absence beyond the standard bereavement allowance.
 - b. Accident involving the employee's person or property, or the person or property of their immediate family, as defined above, of such an emergent nature that the immediate presence of the employee is required during their workday.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction, or any appearance not covered under Judicial and Official Appearances (12.3).

- d. Serious or critical illness of a member of the immediate family, as defined above, which calls for the services of a physician and which can be verified. Such illness must be of an emergent nature requiring the immediate presence of the employee during the workday.
- e. Personal business that cannot be handled outside of normal business hours.
- f. Religious holiday.
- g. Up to five (5) days with prior approval in writing from the Superintendent or designee may be used for significant life events that are planned outside the control of unit members.

12.10.2 An employee desiring to use leave provided herein, upon request, shall submit adequate proof that necessity does, in fact, exist. Such submission shall be required only in the case of suspected abuse.

12.10.3 Personal Business Leave

Two (2) days per year, without justification, to be deducted from personal necessity leave. Personal business leave shall not be accrued year to year. Personal business leave may not be used for recreation or withholding of service.

12.10.4 Emergency Leave

If as the result of a natural phenomenon (flood, earthquake, pandemic, etc.) an employee is unable to physically reach their assigned duty station, the employee shall make every reasonable effort to inform their immediate supervisor or the Solano County Office of Education. If an appropriate alternate work site is not available, or the employee is unable to contact their immediate supervisor or the Solano County Office of Education, the employee may elect to use one of the following options in lieu of loss of pay: sick leave, personal necessity leave, accumulated compensatory time, vacation, or other solution that is mutually agreed upon between the employee and the Superintendent.

12.11 Leave of Absence with Pay for Study

12.11.1 An employee who has completed five (5) or more years of continuous service with the Solano County Office of Education is eligible for leave of absence with pay for study.

- 12.11.2 Leave of absence with pay may be granted for study, including enrollment in an acceptable college or university, and/or participation in a worthwhile educational project, and/or fieldwork directly related to the applicant's field.
- 12.11.3 Requests for leave of absence with pay for study shall be submitted to the Superintendent/designee for evaluation and recommendation.
- 12.11.4 Compensation shall be one-half (1/2) of the base salary of the employee, computed on that salary in effect for the year of the leave of absence, for either a full year's leave or a one-semester leave.
- 12.11.5 Any employee granted a leave of absence with pay for study must return to the County Office for two (2) years and post a bond or affidavit of sufficient real property to guarantee such return.

12.12 Leaves Without Pay

- 12.12.1 A leave of absence without pay may be granted for a period of up to one (1) year for any of the following reasons:
 - a. Illness or disability.
 - b. Parental.
 - 1) Parental to begin the day the child is delivered or in the case of adoption, the day the child arrives in the home.
 - c. Bereavement.
 - d. To take a course of study or retraining.
 - e. Other reasons acceptable to the County Superintendent.
- 12.12.2 Accrual of benefits: Benefits shall not accrue while an employee is on leave of absence without pay.
- 12.12.3 Early return from leave: Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the employee shall request a returning date. Every effort will be made to accommodate the employee by the County Superintendent.
- 12.12.4 Revocation of leave: A leave of absence may be revoked by the County Superintendent upon evidence that the cause for requesting leave was misrepresented or has ceased to exist.

- 12.12.5 Unauthorized leave: Failure to return at the expiration of a leave of absence, or being absent without leave, shall be considered as an automatic resignation. Such a resignation may be rescinded by the County Superintendent if the employee presents satisfactory reasons for their absence within three (3) days from the date the automatic resignation became effective.
- 12.12.6 Short-term leaves of absence: Department heads may recommend an absence without pay for any permanent employee for a period of time not to exceed thirty (30) calendar days at the approval of the County Superintendent. The department head shall immediately notify the County Superintendent specifically the reasons for the request, the date when the leave of absence is desired to begin, and the probable date of return. Successive leaves beyond the thirty (30) days may not be granted by the department head. A leave of absence without pay may be granted by the County Superintendent for a period not to exceed six (6) months provided the request for extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave.
- 12.12.7 Long-term leaves of absence: The County Superintendent may grant a long-term leave of absence without pay for a period not to exceed one (1) year. At the conclusion of the initial period for which granted, such leave may be extended by the County Superintendent for an additional period not to exceed one (1) year.
- a. Such leaves shall be granted only for purposes that are in the best interests of the Solano County Office of Education.
 - b. Upon return from leave of absence after the time originally specified for the leave, the employee shall be reinstated to a position equivalent in duties and salary to that which they held at the time that their request for leave was granted, provided that such a position is available; otherwise, they shall be placed on a reemployment list for a period of thirty-nine (39) months and shall be re-employed in the first vacancy in their classification with preference over all other applicants except for those laid off for lack of work or lack of funds.
 - c. A permanent classified employee who, because of non-industrial accident or illness, has exhausted all entitlements to paid and unpaid leaves of absence, shall be placed on a reemployment list for a period of thirty-nine (39) months. If at any time during the thirty-nine (39) months the employee is able to assume the duties of their position, they shall be re-employed in the first vacancy in their classification with preference over all other applicants except for those laid off for lack of work or lack of funds.

- 12.12.8 Health, vision and dental insurance during unpaid leave: Any employee in the bargaining unit shall be entitled to maintain in force the health, vision and dental insurance in effect at the commencement of any leave. While on unpaid leave, the employee will be required to prepay the cost of such insurance premiums.
- 12.12.9 Retraining and study leave: An unpaid leave of absence for study/retraining may be granted by the Superintendent to any member of the bargaining unit.
- a. Such leave of absence may be taken in the following ways:
 - 1) A six-month (6-month) period.
 - 2) A continuous one-year (1-year) period.
 - 3) A three-year (3-year) period.
 - b. Study leave may only be granted to an individual who has served a minimum of three (3) consecutive years of service preceding granting of the leave.
 - c. The Superintendent may prescribe standards of service that shall entitle the employee to the leave of absence.
 - d. Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing earned vacation pay, sick leave, holiday pay, or seniority except as applies to Section 11.2 (Break in Service).

12.13 Catastrophic Leave

On a case-by-case basis and with mutual agreement between CSEA and the County Office, any employee may donate up to 40 hours accumulated and unused sick leave to another employee who has suffered a long-term illness or disability and who has exhausted all fully paid leaves.

Employees must maintain two (2) years' entitlement of hours for themselves after donation to another employee.

Donated sick leave shall be converted for utilization on an hour-for-hour basis, meaning the recipient shall be paid at their regular rate of pay.

The recipient shall utilize donated sick leave by lottery, exhausting all hours donated by one member before beginning to utilize hours donated by another employee. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.

Such forms as may be necessary to properly document and administer the provisions of this section shall be mutually agreed to by CSEA and the County Office and shall be provided by the County Office.

12.14 Family Medical Leave

12.14.1 A permanent employee is eligible for family leave for the birth of a family member's child; placement of a child for adoption or foster care; to care for a spouse, child, or parent with a serious illness. The family leave may also be used when the employee has a serious illness that renders the employee unable to perform essential job functions. In cases of serious illness, the employer may require a written statement of verification from the attending physician.

Permanent employees who have completed twelve (12) months of service (one calendar year) and have provided service at least 1250 hours over the previous twelve (12) months, are eligible for unpaid family leave. The entitlement will begin July 1 of each year.

The employee will first use their available accrued paid leaves (sick, long-term, and annual). When accrued leaves are exhausted, the employee will be provided with unpaid leave for the balance of the twelve (12) weeks.

Leave may be taken on an intermittent or reduced leave schedule:

- a. By employer agreement for birth/adoption of a child.
- b. Where leave on intermittent basis is foreseeable, employer may require employee to transfer temporarily to an alternate position with equivalent pay/benefits that better accommodates recurring leave.
- c. Without employer agreement for serious health conditions if medically necessary.

During the period of such leave, the employer will maintain the employee's group health benefits on the same basis as if the employee was in paid status. Upon return from family medical leave, the employee is entitled to return to the same job class with the same number of hours. If the employee does not return to work after the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the employee or beyond the employee's control, the employer may recover the premiums paid on the employee's behalf.

When the need for leave is foreseeable, the employee must provide the employer with a request for leave at least thirty (30) days in advance. When not foreseeable, notice must be given as soon as practicable under the

circumstances. The employee is required to make every reasonable effort to schedule planned medical treatment so as not to unduly disrupt the employee's regular work schedule.

ARTICLE 13

PERFORMANCE APPRAISALS

- 13.1 Performance Appraisal: Performance appraisal is the careful, systematic appraisal of an employee's work performance. It is understood and agreed that the principal objective is to maintain or improve the quality of professional skills. The following procedures are the only procedures for preparing a formal appraisal of the employee by management.
- 13.2 Probationary Period Appraisal
- 13.2.1 Probationary employees will be appraised upon completion of six work months or 130 days of paid service, whichever is greater, beyond the initial date of employment, excluding extended school year. During the probationary period, the supervisor may complete any additional reports, as they desires.
- 13.2.2 The appraisal will be completed on the appropriate employee appraisal form attached herein as Appendix C. A copy of the appraisal will be given to the employee at the time the conference is taking place. The employee shall be given an opportunity during normal working hours without loss of pay to initial and date the material and to prepare a written response to such material.
- 13.3 Employee Participation: Every employee shall participate in an appraisal according to the following schedule:
- 13.3.1 A permanent employee shall be appraised two years after initial employment in their job classification (Appendix B), and every three years thereafter.
- 13.4 Confidentiality: All employee appraisals shall be kept in confidence between the supervisor and the employee and shall be available for inspection only to authorized employees of the County Office when actually necessary in the proper administration of the County Office's affairs. Employee appraisals shall be available for examination by the employee and/or their CSEA representative if authorized by the employee.
- 13.5 Placement in Personnel File: No appraisal of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the supervisor. No appraisal shall be made based upon hearsay statements but shall only be based upon County Office observation and knowledge of the evaluator. Any negative comments on the appraisal shall include specific examples and specific recommendations for improvements and provisions for assisting the employee in implementing the recommendations made. The employee shall have the right to review and respond to any derogatory appraisal. Appraisals shall be executed only upon the County Office classified appraisal form incorporated herein by reference of Appendix C on appraisal. Additional comments may be attached to the form when appropriate. Employees shall sign all attachments. Signing the performance appraisal may not necessarily mean the member is in agreement with the

appraisal but shall signify that they have reviewed the appraisal and has received a copy of it. All performance appraisals will be forwarded to the member's permanent personnel file.

13.6 Personnel Files (Education Code Section 44031)

13.6.1 Contents and Inspection: Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved.

13.6.2 Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt.

13.6.3 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction provided that prior arrangements are made with the immediate supervisor.

13.6.4 Information will not be released to any government agency unless requested in writing. All responses to such requests will have prior approval by the department head. A copy of all information released will be forwarded to employee.

Materials submitted in writing to public agencies by Solano County Office of Education employees will have prior review and approval by management.

13.7 Public Complaints

13.7.1 If a member of the public brings a complaint against an employee, the supervisor, upon such notification, will inform the employee. If an investigation is required, the employee will be party to the investigation.

13.7.2 Charges against an employee brought by a member of the public shall not be utilized for appraisal purposes unless and until the employee has received a written copy of such charges, has an opportunity to refute such charges, and unless and until such charges have been proven to be true.

ARTICLE 14

SAFETY

14.1 Safety

- 14.1.1 It is understood and agreed that the principal objective is to maintain and improve safe working conditions for classified employees.
- 14.1.2 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, the County Office will provide such equipment and gear.
- 14.1.3 The County Office safety committee membership shall be composed of a balanced representation from CSEA and the County Office. All safety committee members shall have release time to carry out their committee responsibilities.
- 14.1.4 All employees shall work with the site administrator/supervisor to maintain safe and sanitary conditions in their work areas of responsibility.
- 14.1.5 Safe working conditions are to include adequate space for staff to work and move about easily. Safe working conditions shall be a priority.
- 14.1.6 All work areas shall be structurally sound, safely heated, ventilated and illuminated, and free from unacceptable noise levels. All employees shall have access to work areas that meet the above standards. Access to adult bathrooms will be made available.
- 14.1.7 Enclosed storage space will be available to each member sufficient to store personal belongings and materials and files that may be harmful if allowed in the hands of unsupervised students/persons.
- 14.1.8 A telephone will be available for emergency calls.
- 14.1.9
- a. Employees shall immediately report cases of assault and/or battery suffered by them in connection with their employment to the principal, supervisor, or designee who shall immediately take appropriate action to ensure student and employee safety. Such notification shall provide the employee with data within their possession and control which is pertinent to the incident in question, and the County Office shall act as liaison between the employee and other community agencies.
 - b. Classroom employees shall receive training in non-violent crisis intervention techniques and other topics as deemed appropriate by SCOE. These training opportunities will be provided as needed.

14.1.10 Employees bringing personal property to the site risk having it stolen, lost, or damaged, and would have to call upon their own personal homeowner's insurance for coverage.

The employee accepts responsibility for their personal property, unless the immediate supervisor has given prior written approval for the use of personal property in the workplace. The value of the property shall be agreed upon in advance, and so stated in the written approval. Reimbursement shall be made when written approval for the use of personal property in the workplace was given before property was brought to the workplace, and the value agreed upon.

14.1.11 An employee shall verbally report any potentially unsafe working condition to their immediate supervisor.

If the potentially unsafe condition is not addressed within five (5) days of verbal report, the employee will report in writing to the immediate supervisor. Management and the Association will meet to assess the potential unsafe condition within ten (10) days of the written report.

If an unsafe situation is determined to exist, management will develop a procedure for alleviating the unsafe condition.

The employee or Association may utilize Article 6, Grievance Procedure, Level 2, if either of the following occurs:

- There is not an agreement to the existence of an unsafe condition.
- There is not an agreement that the unsafe condition was alleviated.

14.1.12 No employee in the bargaining unit shall be discriminated against as a result of reporting any condition believed to be unsafe.

ARTICLE 15

EMPLOYEE BENEFITS AND SALARIES

15.1 Holidays

15.1.1 The County Office agrees to provide all employees with sixteen (16) paid holidays. They are:

Independence Day

Labor Day

Veteran's Day

*Day before Thanksgiving (in lieu of Admission Day)

Thanksgiving Day

Day after Thanksgiving

*Winter Break Eve Day

Winter Break Day

*New Year's Eve Day

New Year's Day

Martin Luther King Day

*Lincoln's Birthday

President's Day

*Spring Vacation Day

Memorial Day

Juneteenth

15.1.2 Employees who follow a local school district or community college calendar will take the above holidays on the days designated by the school district calendar they follow. Holidays designated with an asterisk (*) will be negotiated in accordance with Article 15.1.3.

15.1.3 Prior to July 1 of any school year, SCOE and CSEA shall negotiate the designated holidays (*) listed above. See Appendix G

15.1.4 Ed Code: When a classified employee is required to work on any of these holidays, they shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay.

15.1.5 Leap Year: During Leap Year, full-time employees (monthly) will be allowed a non-paid floating holiday. Employees must have been hired prior to February 29th of the current Leap Year to qualify. The employee must make a request to their immediate supervisor a minimum of 5 days in advance. Those employees who work in a school setting and normally would require a substitute must schedule their floating holiday when a substitute is not needed (examples: winter break, spring break, summer). This floating holiday must be taken between July 1st and June 30th of the fiscal calendar following February 29th of the Leap Year.

If an employee does not schedule and take the non-paid floating holiday it will not carry over to the next fiscal year.

If the immediate supervisor refuses the non-paid floating holiday request, the employee may request a 2nd and 3rd optional day. If the immediate supervisor denies the 2nd and 3rd request, the employee will be paid for this holiday.

If an employee terminates or is terminated prior to taking this day off, they will not receive compensation for this holiday.

15.2 Holiday Eligibility

15.2.1 Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday period to be paid for the holiday.

15.3 Vacation Plan

15.3.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis - July 1 through June 30.

15.3.2 Paid vacation: Except as otherwise provided in this article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

15.3.3 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules. Employees may carry forward no more than 30 days from one fiscal year to another.

a. Vacation accrual shall commence from the first day of employment. Regular full-time employees shall receive vacation benefits according to the following schedule:

Increment increases shall be effective on July 1.

Beginning Year of Service	<u>183-205 Days</u>	<u>206-227 Days</u>	<u>228-246 Days</u>
0	9	11	12
4	12	13	15
11	16	18	20
16	17	19	21
17	18	20	22
18	19	21	23
19	20	22	24
20	21	23	25
21	22	24	25
22	23	25	25
23	24	25	25
24	25	25	25

- b. Every regular part-time employee shall receive vacation benefits in the same ratio to the vacation benefits received by a regular full-time employee with like months of consecutive service as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- c. An employee in paid status from the 16th to the end of the month shall have their vacation credit prorated to one-half day in that month.
- d. An employee in a paid status prior to the 16th of the month shall accrue a full month's vacation credit.
- f. Any person separating from County Office who has not taken their earned vacation, if any, shall receive the daily equivalent of their salary in each day of earned vacation based on the pay rate in effect for such person on the last day actually worked [Education Code Section 45197(h)]. For purposes of this section, sick leave granted and accumulated compensatory time off with pay shall be counted as days worked.

15.3.4 Procedures:

- a. Employees who accrue annual leave shall schedule their vacations at a mutually agreed upon time and with the approval of the department head or supervisor. Annual leave shall be requested at least two weeks prior.
- b. Regular part-time employees whose NOE is calculated on an hour per day/days per year basis shall have their vacation incorporated into their regular pay based on the schedule in 15.3.3(a.).

- c. Employees working ESY/Summer School shall be paid vacation based on the number of days and hours worked. See Appendix F.
- 15.3.5 Vacation pay: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had they been in working status.
- 15.3.6 Vacation pay upon termination: When an employee in the bargaining unit is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 15.3.7 Vacation postponement: If a bargaining unit employee's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their vacation date be changed. The County Office shall grant such request in accordance with vacation dates available at that time. The employee may elect to have their vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over their vacation to the following year.
- 15.3.8 On February 1 of each fiscal year, Human Resources will notify the employee and the immediate supervisor as to the anticipated annual leave balance projected to June 30 of the current fiscal year.

The employee shall be required to use, with prior approval of their immediate supervisor, all projected excess vacation days over 30 days by June 30 of the current fiscal year.
- 15.3.9 Vacation scheduling: Vacations shall be scheduled at time requested by bargaining unit employees so far as possible within the County Office's work requirements.
 - a. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given their preference.
- 15.3.10 Interruption of vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.
- 15.4 Benefits: To be effective for the June 2023 payroll for the July 2023 benefits, for purposes of benefits only, six (6) hours will be considered the full time equivalent (FTE).

15.4.1 Benefits for a CSEA job classification will be based on full-time equivalency per Job Classification - Appendix B

Transfers or promotions to different job classifications may result in benefit adjustments based upon the above policy.

15.4.2 Dental:

SCOE agrees to pay the cost of the Delta Dental premium for all eligible CSEA bargaining unit members for the term of the contract. If the rate increases more than fifteen percent (15%) in one year, the parties agree to return to negotiate to discuss the economic impact. Any change in plan provider or coverages must be ratified through the collective bargaining process.

Diagnostic & Prevention	100%
Basic	100%
Crowns and Casts	100%
Prosthodontics:	50/50
Dental Accident	100%
Adult Orthodontics	75%(Maximum of \$1,000)
Child Orthodontics	75%(Maximum of \$1,000)

15.4.3 Vision:

SCOE agrees to pay the cost of the Vision Services Plan premium for all eligible CSEA bargaining unit members. If the rate increases more than fifteen percent (15%) in one year, the parties agree to return to negotiate to discuss the economic impact. The employee copay is \$20.00. Any change in plan provider or coverages must be ratified through the collective bargaining process.

15.4.4 Health:

To be effective for the March 2024 payroll for the April 2024 benefits, SCOE agrees to pay up to the following maximum amounts for the 2023-24 (an increase to the health plan employer contribution by \$65/monthly to employee only, \$75 to employee + one, and \$175/monthly to employee + family) school year for all eligible employees of the CSEA, Solano County Chapter #608 unit members enrolled in the employer/employee approved health plans:

- Employee \$1,022.00/monthly
- Employee +1 \$1,097.00/monthly
- Family \$1,197.00/monthly

To be effective for the June 2023 payroll for the July 2023 benefits, the County Office will increase its medical contribution to the medical benefits cap by the following contribution on benefits:

- Employee \$957.00/monthly
- Employee +1 \$957.00/monthly
- Family \$957.00/monthly

Effective July 1, 2022, the County Office will increase its medical contribution to the medical benefits cap by the following contribution on benefits:

- Employee \$957.00/monthly
- Employee +1 \$907.00/monthly
- Family \$957.00/monthly

15.4.5

Any current employee who is covered by more than one health insurance policy may, in lieu of enrolling as the primary insurer in the health insurance program offered by the Solano County Office of Education, elect to receive a one hundred fifty dollars (\$150.00) monthly cash payment. Employees working less than full-time will receive a proration of \$150.00. Annually, during open enrollment for medical benefits, employees must provide proof of coverage in another medical insurance plan to the Benefits/Payroll Department. Failure to provide proof of insurance will disqualify you for cash in lieu.

Employees currently receiving cash in lieu benefits may continue to do so for the remainder of their employment with SCOE (unless choosing to take medical benefits during an open enrollment period or resigning from SCOE). Once an employee gives up the cash in lieu option, they will not be eligible to go back to this option in the future.

Newly hired employees and employees not currently receiving cash in lieu shall not be eligible for the option of cash in lieu effective July 1, 2004 (these employees will only be eligible for the medical benefits offered by SCOE).

- 15.4.6 The Solano County Office of Education (employer) will provide an IRS 125 Plan. The annual fee will be paid by employee to cover the cost of administration and mailing for childcare only.

Hold Harmless Clause: In respect to any possible lack of follow-through, changes in IRS codes, or need for change of third-party administrator, the employees and CSEA shall hold the Solano County Office of Education harmless.

- 15.4.7 Members electing to take advantage of the programs offered and working less than four (4) hours will receive the appropriate proration, if allowed by the health care provider.

- 15.4.8 **MEDI-CAL FOR FAMILIES:** The Solano County Office of Education and the California School Employees Association, Chapter 608 agree that SCOE shall reimburse qualified employees who enroll their dependent(s) in the MEDI-CAL FOR FAMILIES Program in the following manner:

Qualified employee: The employee must be participating in a health benefit plan through SCOE as an employee or employee plus one.

- a. Employee's dependent(s) must be accepted into the MEDI-CAL FOR FAMILIES Program.
- b. Employee will be reimbursed by SCOE for the monthly premium once proof of payment by employee has been received by the payroll department.
- c. Any reimbursement will not exceed the medical caps for which the employee is eligible. The proration of benefits will apply if applicable.
- d. If an employee is receiving "in lieu of" they would not qualify for reimbursement of MEDI-CAL FOR FAMILIES Program premiums.

15.5 Disability Insurance

- 15.5.1 Employees in bargaining unit will pay for disability insurance to be deducted from their paycheck, the amount and type of insurance to be determined by the bargaining unit.

15.6 Salaries

15.6.1 For the 2023-2024 school year, the Solano County Office of Education (SCOE) and California School Employees Association, Solano County Chapter #608 agree to a 5.50% across the board increase on the salary schedule retroactive to July 1, 2023. This would include a Me-Too clause. If SCOE negotiates a higher across the board raise or bonus with any other bargaining unit, the CSEA unit shall also receive such higher raise or bonus. This Me-Too provision shall exclude any monetary increases that will be given in exchange for concession by any other unit, or because of the unit undertaking additional work or duties, or as a result of additional days.

Effective July 1, 2022, the County Office will place a 6.75% across the board salary increase on the salary schedule.

Effective July 1, 2021, the County Office will place a 3.25% across the board salary increase on the salary schedule.

The County Office and CSEA agree that any workdays that arise beyond 260 days for employees working a 260-workday calendar, with the exception of additional days arising from a leap year, will be designated as a “non-work day.” Effective July 1, 2015, the County Office of Education will consider CSEA’s input and recommendation regarding the placement of the “non-workday,” with the County Office of Education making the final decision based upon program needs. CSEA will be notified regarding the “non-workday” placement as part of the calendar meeting outline in Article 15.1.3.

Employees will be paid in accordance with the attached salary schedule (see Appendix A1 & 2).

15.6.2 Effective June 1, 2020, all unit members who work in a classroom setting during the regular school year will be paid an additional \$2.00 an hour if they work ESY in a classroom setting a minimum of 10 days, and \$3.00 an hour if they work the entire ESY term (less one earned day of sick leave). Effective July 1, 2019, the additional wage shall be inclusive of time a unit member spends on bus, or other forms of transportation, with students during the ESY program.

15.6.3 Longevity compensation, based on attached salary schedule, shall be paid to employees as follows:

5 years service - 3% above salary schedule (effective 7/1/07)
10 years service - 5.5 % above salary schedule (effective 7/1/07)
15 years service - 8% above salary schedule (effective 7/1/06)
20 years service - 10.5% above salary schedule (effective 7/1/06)
25 years service - 13% above salary schedule (effective 7/1/05)
30 years service - 15.5% above salary schedule (effective 7/1/05)

35 years service - 18% above salary schedule (effective 7/1/06)

- 15.6.4 The priority of CSEA and the Solano County Office of Education is to provide a substitute teacher in positions when a certificated staff member is unavailable.

Effective July 1, 2022, if no teacher substitute is available, and students are present the following process shall be applied:

- a. Classroom substitute needs are determined by the program administrator, not the classroom staff. The administrative process/procedure shall be adhered to in order to set the schedule for the day.
- b. All Paraeducators, Classroom Specialists, Educational Interpreters/ DHH, and Translators/Interpreters in a classroom without a substitute teacher shall be compensated at an additional \$2.00 per hour, based on their regular Notice of Employment (NOE) hours (no short-terms or substitutes). The stipend is based on the individual classroom not having a teacher present, meaning that the stipend shall be given even if there is a certificated staff on campus.
- c. Additional pay should be submitted on a timecard on the last working day of the month to their program administrator.
- d. Active regular Paraeducators/Interpreters that are qualified to serve as a substitute teacher, will be paid a flat stipend of \$90.00 per full day (6 hours) or prorated at \$15.00 per hour.

15.7 Salary Increments

- 15.7.1 All employees shall, if eligible, have a salary increment which may include step/longevity/vacation increases on July 1 of each year except those hired between April 1 and June 30 which shall advance on July 1 of the subsequent fiscal year not to exceed fifteen (15) months.

15.8 Retirement Benefits

- 15.8.1 Effective June 1, 2005, this program shall be available for unit members who are at least 55 years of age, who are enrolled in the County Office medical benefits programs for participation in medical, dental, and/or vision plans, upon written application prior to the effective date of retirement by the employee. This program is based on full-time equivalency.
- 15.8.2 If an employee who meets the eligibility requirements outlined in (15.8.1) elects to relocate to a geographic area outside the employer approved health plan region, they shall be eligible to receive the maximum allowable employer

retirement contribution to be reimbursed to the retiree after the retiree provides a copy of the monthly billing or invoice from the provider. It is the responsibility of the retiree to provide documentation that full payment has been made before reimbursement is made.

- a. Any change in health care provider must be made during open enrollment to remain eligible for continued medical, dental, and vision coverage.
- b. It is the responsibility of the retiree to provide all necessary enrollment information to the employer.

15.8.3 Retirees must complete a registration form each year during the month of June to remain eligible for continued medical, dental, and vision coverage.

15.8.4 The retiree may continue group coverage for their spouse/dependents if the carrier allows provided:

- a. The retiree shall pay all costs over the maximum allowable by the employer monthly in advance.
- b. If spouse/dependents were covered while employee was in service.
- e. There is no break in spousal/dependent payments.

15.8.5 Procedures for payment of premiums are to be at the discretion of the County Office of Education.

15.8.6 At the end of the benefit program, the retired employee may continue coverage at their own expense to include spouse/dependent provided coverage has been continuous.

15.8.7 Eligibility Requirements:

To be eligible for these retirement benefits the unit member must submit a written letter of retirement to the Solano County Office of Education, Human Resources Department, requesting the following retirement plan.

Qualifying members [as specified in (d.) below] who have reached at least 55 years of age will be eligible for retirement benefits under the following conditions:

- a. The term of benefits is from five (5) to eight (8) years.
- b. The employer contributions shall be for employee and/or dependent(s) to the maximum allowable benefit.

c. Retirees shall be eligible for the group plan and premium schedules available to the active employees.

d. The retirement benefit (age 55) schedule is as follows:

Years of Service with SCOE + Age Factor	Duration of Coverage	Maximum Monthly Benefit
10 years of service	5 years	\$120 per month
15 years of service	5 years	\$260 per month
20 years of service	8 years	\$260 per month
25 years of service	8 years	\$280 per month
30 years of service	8 years	\$350 per month
32 years of service	8 years	\$380 per month

15.9 Educational Interpreter/Translator Level I and Level II

Effective first full month after ratification:

Unit Members, other than those employed in job classifications for Educational Interpreter/Translator Level I and/or Level II, who provide educational interpreting and/or translating services will be paid as outlined below. Unit members shall have passed all SCOE assessments to be authorized as meeting the requirements for Educational Interpreter/Translator Level I and/or II.

- a. An additional \$2.00 per hour for Level I services
- b. An additional \$3.00 per hour for Level II services

Level I: Interprets orally in a classroom setting, including phone calls, notes, and parent contact. Performs written translation of simple communications.

Level II: Interprets orally at meetings, including IEP, IFSP, SARB, parent-teacher conferences, etc. Performs written translation of IEPs, forms communications, and related documents.

15.10 Degree Stipends:

Employees will receive an annual stipend for holding a post graduate degree from an accredited university.

Associate's degree: \$465.00
 Bachelor's degree: \$931.00
 Master's degree: \$1,385.00

Doctorate: \$1,385.00

This stipend will be added to the classified salary schedule and shall be paid on the employees' regular monthly pay cycle. It will be pro-rated based on the percentage of time worked each year (if hired after the start of the year) and full-time equivalency. Stipend shall begin the month following submission of official transcripts. No stipends shall be retro-active due to employee not submitting transcripts. If received after the 15th of the month, stipend will begin the subsequent month.

An employee who holds multiple degrees may only receive one stipend, except for the case of an employee who holds both a Master's and Doctorate; for which that employee will be entitled to two stipends.

ARTICLE 16
SEVERABILITY

16.1 Savings Clause

16.1.1 If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the County Office which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions that shall continue in full force and effect.

ARTICLE 17

DISCIPLINARY ACTION

17.1 Disciplinary Action

No person in the permanent classified service shall be suspended, demoted, or dismissed except for reasonable cause designated by this article as detrimental to the efficiency of the service or the welfare of the County Office.

The basic purpose of this article is to bring about more efficiency from the member in doing assigned tasks. All discipline shall be progressive in nature and commensurate to the offense.

Nothing in this article shall be construed to prevent layoffs for lack of work or lack of funds.

17.2 Definitions

17.2.1 "Disciplinary action" includes any action whereby a member is deprived of any classification or any incident of any classification in which they have permanence, including dismissal, suspension, demotion, without their voluntary consent, except a layoff for lack of work or lack of funds.

17.2.2 "Reprimand" means a verbal or written rebuke of an employee by the immediate supervisor.

17.2.3 "Suspension" means temporary removal of an employee from their position with or without pay. The employee has the option to request a hearing as described below.

17.2.4 "Demotion" means assignment to a classification or status of lower pay without the employee's written voluntary consent.

17.2.5 "Dismissal" means separation, discharge, or permanent removal of an employee from their position for cause in accordance with the provisions of the Education Code and these rules.

17.2.6 "Day" as referred to in this article is defined as a workday.

17.3 Procedures

17.3.1 Level I - Informal - Verbal Reprimand:

It is the responsibility of the immediate supervisor of an employee to initiate disciplinary actions when such steps are necessary.

- a. Personal contact: The immediate supervisor must meet with the employee and explain to the employee the actions or lack of actions of the employee which need modification. The employee has the right to representation.
- b. The supervisor shall make reference to County Office policies, rules and regulations, job descriptions, and the contract.
- c. The employee shall be given ample time to state the employee's point of view in this conference.
- d. The supervisor must indicate actions to be taken by the employee to correct the weaknesses under discussion. Great care should be taken to be sure that the employee understands the actions to be taken by the employee.
- e. The supervisor should set time limits for improvement and review the next step in disciplinary procedures if the employee's actions are not corrected.

Note: The following are examples of cases that should be referred directly to Level III.

- 1) Injury to the employee or another person.
- 2) Destruction of property.
- 3) A felony as defined in the Penal Code.
- 4) Any sex offense as defined in Section 44010 of the Education Code.
- 5) Any narcotic offense as defined in Section 44011 of the Education Code.
- 6) Abandonment of position. [Four (4) consecutive working days of unexcused absence constitutes abandonment.]

17.3.2 Level II - Formal - Written Reprimand

If improvement of the employee's performance does not take place after the informal conference, the second level of disciplinary action should be initiated.

- a. The supervisor is to document in writing the actions or lack of actions of the employee that need modification. Advance notice shall be given to the employee that a conference for a formal reprimand will take place and that the employee has a right to representation.
- b. A copy of the document shall be given to the employee at the start of the meeting.
- c. The employee is to be given ample time to give their point of view.
- d. The supervisor should stress methods of correction to be undertaken by the employee and identify any assistance the employee may receive from SCOE.
- e. A copy of the document and a summary of the conference are then to be sent to the Human Resources Department to be placed in the employee's file, along with any written response the member wishes to make.
- f. The supervisor should repeat step e. in Level I.

17.3.3 Level III - The Associate/Assistant Superintendent of Human Resources

If the above steps do not bring about the necessary modifications to the employee's performance, the immediate supervisor will notify the Associate/Assistant Superintendent or designee in writing.

- a. The Associate/Assistant Superintendent or designee will gather and review all pertinent information on the particular case.
- b. Recommendation for discipline, which may include a Statement of Charges, on the case will be sent by the Associate/Assistant Superintendent or designee to the employee with a set conference date.
- c. During the conference meeting, the Associate/Assistant Superintendent or designee will confer with both the employee and the Level II supervisor together or separately. Efforts will be made to ascertain all pertinent information and to examine all policies, laws, rules, and regulations that are applicable. In these conferences the supervisor and the employee may each have a conferee of their own choosing.

- d. After fully reviewing the case, the Associate/Assistant Superintendent or designee will make a clear statement of actions to be taken in writing to the employee and the immediate supervisor. This statement will be placed in the employee's file, along with any written response the employee wishes to make.

17.3.4 Level IV - Appeal

- a. An employee who disagrees with the findings and/or actions of the Associate/Assistant Superintendent or designee in fulfilling Level III of this regulation, may file an appeal within five (5) days of receiving such findings and/or actions in writing. This appeal will be to request a hearing.
- b. The appeal is to be filed in writing with the Office of the Superintendent. The employee will request in the appeal that either a hearing officer will be selected to hear the matter, or that the appeal will be heard by the Superintendent.
- c. Hearing Officer
 - 1) Within five (5) days, the County Office shall submit a list of hearing officers to the employee's representative. The list will contain names of seven (7) persons who meet the qualifications listed below. The employee organization shall submit three (3) names and the County Office four (4), with the County Office striking first. Subsequently, a representative of the County Office and the employee organization will meet to select the hearing officer by alternately striking a single name from the list until only one (1) remains.
 - 2) The hearing officer shall be qualified by professional experience to preside at judicial or quasi-judicial adversary proceedings.
 - 3) Fees and expenses of the hearing officer and hearing shall be borne by the County Office. All other expenses shall be borne by the party incurring them.
- d. Hearing Set
 - 1) Within fifteen (15) days of the appointment of the hearing officer, a hearing will be conducted except that by mutual agreement between the parties a later date may be set.

- 2) The Superintendent will notify the employee of the date of the hearing in writing. The written message shall include a brief statement of the purpose of the hearing including the specific policies, rules, and regulations being violated by the employee. A County Office form will be attached to the written message to allow the employee to indicate whether or not the employee will be represented by an attorney.

e. Hearing Procedure

- 1) The County Office's representative will make an opening statement including a brief resumé of the charges, evidence to be presented, and witnesses to be called. The County Office representative will present evidence and witnesses in support of the County Office's case for the disciplinary action.
- 2) The employee and/or designated representative may make an opening statement and present evidence and witnesses on behalf of the employee.
- 3) At the conclusion of the presentation of all evidence and witnesses, each side will be given the opportunity to make a closing statement.
- 4) The hearing officer may ask questions of the County Office representative, affected employee, and their designated representative and witnesses called to testify.
- 5) Any witness called shall be administered the following oath by the appropriate officer: "Do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth, and nothing but the truth?"
- 6) Strict rules of evidence as required in court will not be used. Evidence must be related to the issues and be the type of evidence which responsible persons rely upon in the conduct of serious affairs. Hearsay is admissible but cannot be the sole basis for finding on a material issue. Each party may cross-examine witnesses called by the opposing side.
- 7) The hearing shall be recorded in full by a certified shorthand reporter, stenographic reporter, or other appropriate means regardless of whether the hearing is in executive or open session.
- 8) The services of the person required to record the hearing will be paid from County Office funds. This recording will not be

transcribed into writing unless the Superintendent orders or the employee requests a written transcript. If the transcript is requested by the employee, they shall pay the cost of such transcription and for copies requested. The recording shall be transcribed on line-numbered paper for ease of reference.

- 9) At the conclusion of the hearing, the hearing officer shall prepare and present their written report and finding on the charges to the Superintendent and the employee representative and submit a recommendation for the disposition of the case.
- 10) After review of the hearing officer report, the Superintendent will send by mail a written notice of the decision to the employee with a copy to their representative and the immediate supervisor involved in the case.
- 11) The action of the Superintendent will be final and binding.

17.4 Causes for Disciplinary Action

17.4.1 The following is a list of the types of causes for disciplinary action. The list is not meant to be exclusive:

- a. Incompetency or inefficiency in the performance of the duties of their position.
- b. Insubordination (including, but not limited to, refusal to do assigned work).
- c. Carelessness or negligence in the performance of duty or in the care or use of County Office property.
- d. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- e. Dishonesty.
- f. Drinking or the possession of alcoholic beverages on the job or reporting for work while under the influence of alcoholic beverages.
- g. The use of any controlled substance on the job, the possession of a controlled substance on the job, or reporting to work under the influence of a controlled substance.
- h. Engaging in political activity during assigned hours of employment.

- i. Conviction of any crime involving moral turpitude.
- j. Conviction for sex offense as defined in Education Code Section 44010.
- k. Repeated and unexcused absence or tardiness.
- l. Abuse of any leave privileges.
- m. Falsifying any information supplied to the County Office including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- n. Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Superintendent or by any appropriate state or local governmental agency.
- o. Offering of anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another member or to any member of the public.
- p. Willful or persistent violation of the Education Code or rules of the Superintendent.
- q. Any willful failure of good conduct tending to injure the public service.
- r. Abandonment of position. [Four (4) consecutive days of unexcused absence constitutes abandonment.]
- s. Advocacy of overthrow of federal, state, or local government by force.

The provisions of this article are specifically excluded from the grievance procedure as set forth in this Agreement.

ARTICLE 18

RECLASSIFICATION/UPGRADE

18.1 Request for Reclassification/Upgrade

- 18.1.1 The sole purpose of this policy is to provide a uniform system for the individual employee, groups of employees or CSEA to be able to request reclassification/upgrade.
- 18.1.2 An individual employee, groups of employees and/or CSEA are entitled to request a reclassification upgrade. The request shall be submitted to the Human Resources Department no later than March 20 of each year.
- 18.1.3 Nothing in this policy shall preclude the possibility that a position could be reclassified/upgraded to the same or lower salary range.
- 18.1.4 In addition, nothing in this policy shall preclude the employer's right to initiate reclassification/upgrade. In such cases, the employer shall provide notice to the Association of the reclassification/upgrade actions.

18.2 Reclassification/Upgrade Process

- 18.2.1 All reclassification/upgrade application requests shall be reviewed for legitimacy by a screening committee comprised of two CSEA and two County Office representatives prior to being sent to the panel. Screening committee representatives shall be named, respectively, by the CSEA President and the Superintendent (or Superintendent's designee).

The County Office and CSEA encourage employees considering reclassification to attend the CSEA offered Reclassification training. This training will be open to all employees in the bargaining unit.

The parties agree to review the forms used for reclassification requests and negotiate, as applicable, any changes during the 2019-2020 year. The finalized forms shall be incorporated as a new appendix to the collective bargaining agreement.

- 18.2.2 All requests which meet the criteria below shall be reviewed by a three-member panel which shall include a CSEA representative, a management representative, and a neutral appointee mutually selected by CSEA and management.
 - 18.2.2.1 The cost of the neutral, if any, shall be shared by CSEA and the County Office.

- 18.2.2.2 The review panel shall meet once a year in April or May.
- 18.2.2.3 The recommendations of the panel shall be forwarded to the Superintendent for final action.
- 18.2.2.4 The decision of the Superintendent shall be final and binding.
- 18.2.3 The employee requesting the reclassification/upgrade shall bear the burden of proof with respect to presenting their facts and substantiating evidence to the review panel.
 - 18.2.3.1 The immediate supervisor shall review assignments of job duties in respect to the actual job description and may be asked by the panel to comment in writing or verbally in respect to the employee's request and analysis of job duties.
- 18.2.4 Workload increase will not be considered a basis for reclassification/ upgrade. ("Workload" means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification/upgrade.)
- 18.2.5 Seniority or length of service in a position shall not be a basis for reclassification/upgrade.
- 18.2.6 With mutual consent of both parties, positions with special circumstances may be recommended for negotiations if the need arises (e.g., comparative salary studies or an issue involving all individuals in a particular job class).
- 18.2.7 When recommendations for reclassifications or upgrades will significantly impact the salary schedule relationship within job families, the panel may provide recommendations to address such impacts or recommend referrals to negotiations.

18.3 Reclassification Criteria

Reclassification can occur for the reasons indicated in 18.3.1 and 18.3.2 below:

- 18.3.1 Significantly new job duties are permanently added to the job or job description by the supervisor.
- 18.3.2 Significantly new or increased responsibilities (other than increased workload) have been permanently added to the position by the supervisor.
- 18.3.3 The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.

18.3.4 The panel shall also ensure that new or increased duties have not been simply assumed by the employee without the supervisor's knowledge or approval. Assuming duties on one's own behalf does not constitute a basis for reclassification. The duties must be known or assigned by the supervisor for reclassification to be warranted.

18.4 Upgrade Criteria

An upgrade can occur for the reasons indicated below:

18.4.1 The position is improperly placed on the salary schedule in relation to similar class or positions.

18.4.2 The position is out of line with similar positions in a comparison with agreed upon districts/county offices of education as to its placement on the salary schedule. Criteria used for this comparison shall be maximum base salary, longevity, professional growth, and other stipends.

18.5 Authority of the Review Panel

The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed and shall recommend to the Superintendent the following when considering requests for reclassification:

18.5.1 Range placement.

18.5.2 Changes in the job description.

18.5.3 Job title changes.

18.5.4 Creation of a new classification and/or range.

18.5.5 Internal consistency/integrity of the salary schedule must not be disrupted.

18.6 Final Decision

18.6.1 In making the final decision, the Superintendent shall approve or disapprove the recommendation. The Superintendent or designee shall notify the employee, groups of employees and/or CSEA within five (5) days of the decision made. Reclassification/upgrade decisions cannot be appealed or grieved. The Superintendent's decision is final.

18.6.2 If the Superintendent approves upgrading or downgrading a position, the position shall be assigned a range of at least one range lower or one range higher than the former range as appropriate.

- 18.6.3 All approved reclassifications/upgrades shall take effect the following July 1.
- 18.6.4 There shall be no retroactive reclassifications/upgrades or retroactive salary adjustments as a result of reclassification/upgrade unless special circumstances mutually agreed upon arise.

ARTICLE 19

UNIFORMS

Uniforms are for Maintenance/Construction Tradesperson, Facilities/Maintenance Coordinator, Grounds/Maintenance Specialist, Maintenance Construction Tradesperson, Painting, Drywall and Carpentry, Maintenance Custodians, Senior Print Shop and Distribution Specialist, Print Shop and Distribution Specialist, Distribution Clerk, and Transportation Assistant.

- 19.1 Uniforms are to consist of approved shirts and/or jackets through a SCOE-approved vendor with final approval from the Deputy Superintendent Administrative Services and Operations.
- 19.2 Employees working 20 or more hours are entitled to receive up to two hundred twenty-five dollars (\$225.00) toward the purchase of five (5) approved shirts per year. Employees working less than 20 hours per week are entitled to receive up to one hundred thirty-five dollars (\$135.00) toward the purchase of three (3) shirts per year. Upon initial hire, employees are entitled to receive up to one hundred thirty-five dollars (\$135.00) toward the purchase of three (3) additional shirts.
- 19.3 Each qualifying employee is entitled to receive up to one hundred fifty dollars (\$150.00) toward the purchase of approved jacket(s) upon initial hire and every three (3) years thereafter.
- 19.4 Employees may voluntarily select uniforms that exceed the amounts listed in 19.2 and 19.3 but shall be responsible for reimbursing such overage costs to the County Office.
- 19.5 Each qualifying employee shall wear the uniform only during working hours, which may include commuting to and from the worksite and lunch, but not while conducting personal business.

If requested, a committee comprised of CSEA and management shall determine the style, color, logo, etc., of the shirts and jacket. It is agreed that tank tops are not acceptable. Solid colors only (may be trimmed in other colors). All shirts and jackets must have "Solano County Office of Education" printed/embroidered on the front, left side.

Solano County Office of Education
Hourly CSEA Classified Salary Schedule Effective 7/1/2023 through 6/30/2024
Annual Stipends:
\$491.00 Associate's- \$982.00 Bachelor's
\$1,461.00 Master's - \$1,461.00 Doctoral

STEP	1	2	3	4	5	6
RANGE						
11	\$18.63	\$19.57	\$20.55	\$21.58	\$22.66	\$23.79
12	\$19.10	\$20.06	\$21.06	\$22.12	\$23.22	\$24.38
13	\$19.57	\$20.55	\$21.58	\$22.66	\$23.79	\$24.98
14	\$20.06	\$21.06	\$22.12	\$23.22	\$24.38	\$25.60
15	\$20.55	\$21.58	\$22.66	\$23.79	\$24.98	\$26.22
16	\$21.06	\$22.12	\$23.22	\$24.38	\$25.60	\$26.88
17	\$21.58	\$22.66	\$23.79	\$24.98	\$26.22	\$27.53
18	\$22.12	\$23.22	\$24.38	\$25.60	\$26.88	\$28.22
19	\$22.66	\$23.79	\$24.98	\$26.22	\$27.53	\$28.91
20	\$23.22	\$24.38	\$25.60	\$26.88	\$28.22	\$29.63
21	\$23.79	\$24.98	\$26.22	\$27.53	\$28.91	\$30.36
22	\$24.38	\$25.60	\$26.88	\$28.22	\$29.63	\$31.12
23	\$24.98	\$26.22	\$27.53	\$28.91	\$30.36	\$31.88
24	\$25.60	\$26.88	\$28.22	\$29.63	\$31.12	\$32.67
25	\$26.22	\$27.53	\$28.91	\$30.36	\$31.88	\$33.47
26	\$26.88	\$28.22	\$29.63	\$31.12	\$32.67	\$34.30
27	\$27.53	\$28.91	\$30.36	\$31.88	\$33.47	\$35.14
28	\$28.22	\$29.63	\$31.12	\$32.67	\$34.30	\$36.02
29	\$28.91	\$30.36	\$31.88	\$33.47	\$35.14	\$36.90
30	\$29.63	\$31.12	\$32.67	\$34.30	\$36.02	\$37.82
31	\$30.36	\$31.88	\$33.47	\$35.14	\$36.90	\$38.75
32	\$31.12	\$32.67	\$34.30	\$36.02	\$37.82	\$39.72
33	\$31.88	\$33.47	\$35.14	\$36.90	\$38.75	\$40.69
34	\$32.67	\$34.30	\$36.02	\$37.82	\$39.72	\$41.70
35	\$33.47	\$35.14	\$36.90	\$38.75	\$40.69	\$42.72
36	\$34.30	\$36.02	\$37.82	\$39.72	\$41.70	\$43.79
37	\$35.14	\$36.90	\$38.75	\$40.69	\$42.72	\$44.86
38	\$36.02	\$37.82	\$39.72	\$41.70	\$43.79	\$45.98
39	\$36.90	\$38.75	\$40.69	\$42.72	\$44.86	\$47.10
40	\$37.82	\$39.72	\$41.70	\$43.79	\$45.98	\$48.28
41	\$38.75	\$40.69	\$42.72	\$44.86	\$47.10	\$49.45
42	\$39.72	\$41.70	\$43.79	\$45.98	\$48.28	\$50.69
43	\$40.69	\$42.72	\$44.86	\$47.10	\$49.45	\$51.93
44	\$41.70	\$43.79	\$45.98	\$48.28	\$50.69	\$53.23
45	\$42.72	\$44.86	\$47.10	\$49.45	\$51.93	\$54.53
46	\$43.79	\$45.98	\$48.28	\$50.69	\$53.23	\$55.89
47	\$44.86	\$47.10	\$49.45	\$51.93	\$54.53	\$57.25
48	\$45.98	\$48.28	\$50.69	\$53.23	\$55.89	\$58.69
49	\$47.10	\$49.45	\$51.93	\$54.53	\$57.25	\$60.12

50	\$48.28	\$50.69	\$53.23	\$55.89	\$58.69	\$61.62
51	\$49.45	\$51.93	\$54.53	\$57.25	\$60.12	\$63.12
52	\$50.69	\$53.23	\$55.89	\$58.69	\$61.62	\$64.70
53	\$51.93	\$54.53	\$57.25	\$60.12	\$63.12	\$66.28

Longevity is based on placement on the salary schedule and years of service.

5 years	3.00%
10 years	5.50%
15 years	8.00%
20 years	10.50%
25 years	13.00%
30 years	15.50%
35 years	18.00%

5.50% Increase over 2022-23

Approved by the Solano County Superintendent of Schools on 3-4-24.

Approved: Lisette Estrella-Henderson
 County Superintendent of Schools

Digitally signed by Lisette Estrella-Henderson
 Date: 2024.05.14 09:33:15 -07'00'

Classifications – Appendix B

Review	Title	Range	FTE
7/20	Accounting Analyst	41	(8)
6/23	Accounting Specialist	33	(8)
6/23	Accounting Technician	26	(8)
6/23	Assistive Technology Assistant	18	(7)
8/22	Behavior Analyst	53	(8)
1/23	Behavior Assistant	21	(7)
1/23	Campus Monitor	11	(7)
1/23	Classroom Specialist, CTE Building Construction Trades	17	(7)
1/23	Classroom Specialist, CTE Industrial Technology/STEAM	17	(7)
10/20	College and Career Development Specialist	27	(8)
10/15	Computer Technician	28	(8)
6/23	Data Analyst, Educational Services	38	(8)
2/22	Dispatch Technician	22	(8)
6/23	Distribution Clerk	14	(8)
6/22	Early Learning Program Support Specialist	27	(8)
5/19	Early Learning Quality Improvement Coach	37	(8)
6/22	Educational Interpreter, Deaf/Hard of Hearing	38	(7)
4/23	Educational Support, Juvenile Detention/Youth Activity Ctr	40	(8)
1/23	Educational Translator/Interpreter Level I	18	(7)
1/23	Educational Translator/Interpreter Level II	27	(7)
5/23	Employment Training Specialist	20	(8)
10/15	Facilities/Maintenance Coordinator	39	(8)
7/23	Graphic Media & Community Outreach Specialist	39	(8)

7/14	Grounds/Maintenance Specialist	23	(8)
1/13	Health Assistant/Paraeducator	25	(8)
7/16	Human Resources Specialist	23	(8)
7/16	Human Resources Specialist II	25	(8)
10/15	Maintenance Construction Tradesperson	30	(8)
3/24	Maintenance Construction Tradesperson - Painting, Drywall and Carpentry	27	(8)
6/23	Maintenance Custodian	18	(8)
10/22	Mental Health and Wellness Clinician	53	(8)
9/7	Occupational Therapist	52	(8)
7/21	Office Technician	16	(8)
7/11	Paraeducator, Deaf/Hard of Hearing	25	(7)
1/23	Paraeducator – Special Education	17	(7)
9/7	Physical Therapist	52	(8)
10/20	Print Shop and Distribution Specialist	21	(8)
8/13	Project Support Analyst	36	(8)
1/23	Secretary	18	(8)
8/22	Secretary – Bilingual, Spanish	19	(8)
7/21	Secretary/Program Analyst	26	(8)
1/22	Senior Computer Support Technician	33	(8)
6/23	Senior Human Resources Analyst	39	(8)
6/23	Senior Payroll and Benefits Analyst	41	(8)
6/23	Senior Payroll and Retirement Services Analyst	41	(8)
10/15	Senior Print Shop and Distribution Specialist	25	(8)
1/23	Senior Secretary	21	(8)
5/22	Science, Technology, Engineering, Art, and Math (STEAM) Specialist	28	(8)
10/15	Student Information Specialist	23	(8)
5/14	Student Support Specialist	52	(8)
1/23	Transportation Assistant	15	(7)
8/19	Wellness Program Assistant	30	(8)
6/23	Youth Activities Specialist	23	(8)

1. Substitutes and short-term employees are not part of the CSEA bargaining unit.
2. Range placements may be subject to change.
3. CSEA and the Superintendent/Designee will jointly agree upon the movement of any job classifications to the inactive list.

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Annual Stipends:
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STEP	1	2	3	4	5	6
RANGE						
11	\$3,230.00	\$3,392.00	\$3,562.00	\$3,740.00	\$3,927.00	\$4,123.00
12	\$3,311.00	\$3,477.00	\$3,651.00	\$3,834.00	\$4,025.00	\$4,226.00
13	\$3,392.00	\$3,562.00	\$3,740.00	\$3,927.00	\$4,123.00	\$4,329.00
14	\$3,477.00	\$3,651.00	\$3,834.00	\$4,025.00	\$4,226.00	\$4,437.00
15	\$3,562.00	\$3,740.00	\$3,927.00	\$4,123.00	\$4,329.00	\$4,545.00
16	\$3,651.00	\$3,834.00	\$4,025.00	\$4,226.00	\$4,437.00	\$4,659.00
17	\$3,740.00	\$3,927.00	\$4,123.00	\$4,329.00	\$4,545.00	\$4,772.00
18	\$3,834.00	\$4,025.00	\$4,226.00	\$4,437.00	\$4,659.00	\$4,891.00
19	\$3,927.00	\$4,123.00	\$4,329.00	\$4,545.00	\$4,772.00	\$5,011.00
20	\$4,025.00	\$4,226.00	\$4,437.00	\$4,659.00	\$4,891.00	\$5,136.00
21	\$4,123.00	\$4,329.00	\$4,545.00	\$4,772.00	\$5,011.00	\$5,262.00
22	\$4,226.00	\$4,437.00	\$4,659.00	\$4,891.00	\$5,136.00	\$5,394.00
23	\$4,329.00	\$4,545.00	\$4,772.00	\$5,011.00	\$5,262.00	\$5,525.00
24	\$4,437.00	\$4,659.00	\$4,891.00	\$5,136.00	\$5,394.00	\$5,663.00
25	\$4,545.00	\$4,772.00	\$5,011.00	\$5,262.00	\$5,525.00	\$5,801.00
26	\$4,659.00	\$4,891.00	\$5,136.00	\$5,394.00	\$5,663.00	\$5,946.00
27	\$4,772.00	\$5,011.00	\$5,262.00	\$5,525.00	\$5,801.00	\$6,091.00
28	\$4,891.00	\$5,136.00	\$5,394.00	\$5,663.00	\$5,946.00	\$6,243.00
29	\$5,011.00	\$5,262.00	\$5,525.00	\$5,801.00	\$6,091.00	\$6,396.00
30	\$5,136.00	\$5,394.00	\$5,663.00	\$5,946.00	\$6,243.00	\$6,556.00
31	\$5,262.00	\$5,525.00	\$5,801.00	\$6,091.00	\$6,396.00	\$6,716.00
32	\$5,394.00	\$5,663.00	\$5,946.00	\$6,243.00	\$6,556.00	\$6,884.00
33	\$5,525.00	\$5,801.00	\$6,091.00	\$6,396.00	\$6,716.00	\$7,052.00
34	\$5,663.00	\$5,946.00	\$6,243.00	\$6,556.00	\$6,884.00	\$7,228.00
35	\$5,801.00	\$6,091.00	\$6,396.00	\$6,716.00	\$7,052.00	\$7,405.00
36	\$5,946.00	\$6,243.00	\$6,556.00	\$6,884.00	\$7,228.00	\$7,590.00
37	\$6,091.00	\$6,396.00	\$6,716.00	\$7,052.00	\$7,405.00	\$7,775.00
38	\$6,243.00	\$6,556.00	\$6,884.00	\$7,228.00	\$7,590.00	\$7,969.00
39	\$6,396.00	\$6,716.00	\$7,052.00	\$7,405.00	\$7,775.00	\$8,164.00
40	\$6,556.00	\$6,884.00	\$7,228.00	\$7,590.00	\$7,969.00	\$8,368.00
41	\$6,716.00	\$7,052.00	\$7,405.00	\$7,775.00	\$8,164.00	\$8,572.00
42	\$6,884.00	\$7,228.00	\$7,590.00	\$7,969.00	\$8,368.00	\$8,786.00
43	\$7,052.00	\$7,405.00	\$7,775.00	\$8,164.00	\$8,572.00	\$9,001.00
44	\$7,228.00	\$7,590.00	\$7,969.00	\$8,368.00	\$8,786.00	\$9,226.00
45	\$7,405.00	\$7,775.00	\$8,164.00	\$8,572.00	\$9,001.00	\$9,451.00
46	\$7,590.00	\$7,969.00	\$8,368.00	\$8,786.00	\$9,226.00	\$9,687.00
47	\$7,775.00	\$8,164.00	\$8,572.00	\$9,001.00	\$9,451.00	\$9,924.00
48	\$7,969.00	\$8,368.00	\$8,786.00	\$9,226.00	\$9,687.00	\$10,172.00
49	\$8,164.00	\$8,572.00	\$9,001.00	\$9,451.00	\$9,924.00	\$10,420.00

50	\$8,368.00	\$8,786.00	\$9,226.00	\$9,687.00	\$10,172.00	\$10,681.00
51	\$8,572.00	\$9,001.00	\$9,451.00	\$9,924.00	\$10,420.00	\$10,941.00
52	\$8,786.00	\$9,226.00	\$9,687.00	\$10,172.00	\$10,681.00	\$11,215.00
53	\$9,001.00	\$9,451.00	\$9,924.00	\$10,420.00	\$10,941.00	\$11,488.00

Longevity is based on placement on the salary schedule and years of service.

5 years	3.00%
10 years	5.50%
15 years	8.00%
20 years	10.50%
25 years	13.00%
30 years	15.50%
35 years	18.00%

5.50% Increase over 2022-23

Approved by the Solano County Superintendent of Schools on 3-4-24.

Approved: Lisette Estrella-Henderson
Digitally signed by Lisette Estrella-Henderson
Date: 2024.05.14
09:33:45 -07'00'
County Superintendent of Schools

Classifications – Appendix B

Review	Title	Range	FTE
7/20	Accounting Analyst	41	(8)
6/23	Accounting Specialist	33	(8)
6/23	Accounting Technician	26	(8)
6/23	Assistive Technology Assistant	18	(7)
8/22	Behavior Analyst	53	(8)
1/23	Behavior Assistant	21	(7)
1/23	Campus Monitor	11	(7)
1/23	Classroom Specialist, CTE Building and Construction Trades	17	(7)
1/23	Classroom Specialist, CTE Industrial Technology/STEAM	17	(7)
10/20	College and Career Development Specialist	27	(8)
10/15	Computer Technician	28	(8)
6/23	Data Analyst, Educational Services	38	(8)
2/22	Dispatch Technician	22	(8)
6/23	Distribution Clerk	14	(8)
6/22	Early Learning Program Support Specialist	27	(8)
5/19	Early Learning Quality Improvement Coach	37	(8)
6/22	Educational Interpreter, Deaf/Hard of Hearing	38	(7)
4/23	Educational Support, Juvenile Detention/Youth Activity Ctr	40	(8)
1/23	Educational Translator/Interpreter Level I	18	(7)
1/23	Educational Translator/Interpreter Level II	27	(7)
5/23	Employment Training Specialist	20	(8)
10/15	Facilities/Maintenance Coordinator	39	(8)
7/23	Graphic Media &, Community Outreach Specialist	39	(8)

7/14	Grounds/Maintenance Specialist	23	(8)
1/13	Health Assistant/Paraeducator	25	(8)
7/16	Human Resources Specialist	23	(8)
7/16	Human Resources Specialist II	25	(8)
10/15	Maintenance Construction Tradesperson	30	(8)
3/24	Maintenance Construction Tradesperson - Painting, Drywall, and Carpentry	27	(8)
6/23	Maintenance Custodian	18	(8)
10/22	Mental Health and Wellness Clinician	53	(8)
9/7	Occupational Therapist	52	(8)
7/21	Office Technician	16	(8)
7/11	Paraeducator, Deaf/Hard of Hearing	25	(7)
1/23	Paraeducator – Special Education	17	(7)
9/7	Physical Therapist	52	(8)
10/20	Print Shop and Distribution Specialist	21	(8)
8/13	Project Support Analyst	36	(8)
1/23	Secretary	18	(8)
8/22	Secretary – Bilingual, Spanish	19	(8)
7/21	Secretary/Program Analyst	26	(8)
1/22	Senior Computer Support Technician	33	(8)
6/23	Senior Human Resources Analyst	39	(8)
6/23	Senior Payroll and Benefits Analyst	41	(8)
6/23	Senior Payroll and Retirement Services Analyst	41	(8)
10/15	Senior Print Shop and Distribution Specialist	25	(8)
1/23	Senior Secretary	21	(8)
5/22	Science, Technology, Engineering, Art, and Math (STEAM) Specialist	28	(8)
10/15	Student Information Specialist	23	(8)
5/14	Student Support Specialist	52	(8)
1/23	Transportation Assistant	15	(7)
8/19	Wellness Program Assistant	30	(8)
6/23	Youth Activities Specialist	23	(8)

1. Substitutes and short-term employees are not part of the CSEA bargaining unit.
2. Range placements may be subject to change.
3. CSEA and the Superintendent/Designee will jointly agree upon the movement of any job classifications to the inactive list.

Solano County Office of Education

Classified Employee Performance Appraisal Guidelines for the Supervisor-Evaluator

The Performance Appraisal is the careful, systematic appraisal of an employee's work performance. The principal object is to maintain or improve the quality of the employee's professional skills.

The Performance Appraisal consists of two parts and both must be completed by the supervisor. In Part I, four specific areas of evaluation are listed with descriptive phrases that characterize the employee's (A) Quality of Work, (B) Job Knowledge, (C) Attendance and Punctuality, and (D) Work Characteristics. The supervisor checks the most appropriate phrase. Part II is the supervisor's written summary of the employee's overall performance.

The following guidelines are to assist the supervisor to evaluate the employee's job performance and discuss the employee's effectiveness in a positive two-way communication.

- Use the appropriate job description as a guide.
- The supervisor will evaluate the employee's performance of responsibilities and tasks that the supervisor has regularly and directly observed during the rating period. The evaluator should consider the way tasks or duties were performed and/or the consequences of their performance.
- Documentation and explanations of ratings are important for employee job satisfaction and upward mobility, as well as employee counseling and disciplinary action if improvement is not evidenced.
- When it is clear from the phrases checked in Part I and the narrative in Part II of the Performance Appraisal that the employee needs to improve in certain areas of his or her job performance, the supervisor is required to document in Part III specific directions and timelines for improvement.
- If there are concerns with an employee's work performance between performance appraisals, the supervisor should proceed with progressive discipline, e.g., verbal/written documentation. The supervisor should not wait a year to write up concerns, nor wait for review timelines if performance is not improving.
- If the employee's work performance is improved within the specified timelines, the Performance Appraisal will be completed to indicate improvement in the area(s) of concern.
- In the interim period between performance appraisals, a record of formal commendation for outstanding performance may also be recorded on a Performance Appraisal.

**SOLANO COUNTY OFFICE OF EDUCATION
CSEA PROFESSIONAL GROWTH APPROVAL FORM**

The purpose of professional growth is to encourage all classified employees to participate actively in job-related study and activities designed to improve service to the Solano County Office of Education, and to promote professional and educational growth of the employee. See CSEA Contract Article 10.

Form must be completed and sent to the [Human Resources Department](#) at least five (5) working days prior to the start of course/activity. Must attach form with the description of course/activity.

Employee's Name _____ Date _____

Current Position _____ Work Site _____

For HR use only

Start Date	End Date	Course/Activity Title	College/University Program	# Units/ Hours	Units: Sem/Qt/Hrs	Hours Earned	Credits given

I acknowledge that this professional growth activity meets the following requirements:

- It does not occur during my regular work hours, or I have requested an appropriate leave to attend.
- I will not be reimbursed by SCOE for any expenses for this course/activity.
- I am submitting this form at least 5 business days before the start of the course/activity.
- I must obtain a grade of "C" or better unless the course is a non-graded class or workshop in order to earn credit towards my professional growth.
- Within one year of completion of coursework, I must forward all report cards, transcripts, or other acceptable certification of completed units, along with a copy of the approved CSEA Professional Growth Plan Approval Form to the Human Resources Department

Signature: _____

Date: _____

**Must attach form with the description of course/activity.
Once this form is approved or denied a copy will be sent to you.
You have a right to appeal a denial.**

For Human Resources/Professional Growth Committee

Date documents received: _____

Course 1 Approved Denied **Course 2** Approved Denied **Course 3** Approved Denied

Reason for Denial: _____

Committee Member Signature

Date

Committee Member Signature

Date



Lisette Estrella-Henderson, Superintendent of Schools
 5100 Business Center Drive, Fairfield, CA 94534-1658
 707.399.4400 ★ www.solanocoe.net

Classified Request for Transfer
 (See CSEA Contract, Article 7)

This transfer request form can only be used to move from one position to another within the same job classification (i.e., Paraeducator-SE from one location to another or Office Assistant from one location to another). It cannot be used to transfer between job classifications (i.e., Paraeducator-SE to Paraeducator-CS or Office Assistant to Office Technician). To change classifications, you need to apply for that position either internally or externally when it is posted.

Date _____ Name _____

Current Work Hours per Day _____ Current Job Location _____

Current Position/Job Title _____

Yes No My interest in a transfer is to increase or decrease my work hours to _____.

Yes No I would consider a split work site position.

Yes No I would accept a transfer to any city/location in Solano County.

If you wish to be more specific in your request, please answer the following:

I prefer to work in the following location(s)
 (i.e., T.C. McDaniel, Me Too, not preschool, any Vacaville site, Benicia High only, etc.)

I prefer to work with the following staff

You will only be considered for a transfer based on the information listed above, so be specific in your request. You can modify this request at any time. This form will be kept on file until May 1 of the current school year (until May 1 of the following school year if submitted between March and July).

 Employee's Signature

 Date

ESY/SUMMER SCHOOL SICK LEAVE & VACATION TABLE

Days/Hours	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8
9	1.35	1.575	1.8	2.025	2.25	2.475	2.7	2.925	3.15	3.375	3.6
10	1.5	1.75	2	2.25	2.5	2.75	3	3.25	3.5	3.75	4
11	1.65	1.925	2.2	2.475	2.75	3.025	3.3	3.575	3.85	4.125	4.4
12	1.8	2.1	2.4	2.7	3	3.3	3.6	3.9	4.2	4.5	4.8
13	1.95	2.275	2.6	2.925	3.25	3.575	3.9	4.225	4.55	4.875	5.2
14	2.1	2.45	2.8	3.15	3.5	3.85	4.2	4.55	4.9	5.25	5.6
15	2.25	2.625	3	3.375	3.75	4.125	4.5	4.875	5.25	5.625	6
16	2.4	2.8	3.2	3.6	4	4.4	4.8	5.2	5.6	6	6.4
17	2.55	2.975	3.4	3.825	4.25	4.675	5.1	5.525	5.95	6.375	6.8
18	2.7	3.15	3.6	4.05	4.5	4.95	5.4	5.85	6.3	6.75	7.2
19	2.85	3.325	3.8	4.275	4.75	5.225	5.7	6.175	6.65	7.125	7.6
20	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8
21	3.15	3.675	4.2	4.725	5.25	5.775	6.3	6.825	7.35	7.875	8.4
22	3.3	3.85	4.4	4.95	5.5	6.05	6.6	7.15	7.7	8.25	8.8
23	3.45	4.025	4.6	5.175	5.75	6.325	6.9	7.475	8.05	8.625	9.2
24	3.6	4.2	4.8	5.4	6	6.6	7.2	7.8	8.4	9	9.6
25	3.75	4.375	5	5.625	6.25	6.875	7.5	8.125	8.75	9.375	10
26	3.9	4.55	5.2	5.85	6.5	7.15	7.8	8.45	9.1	9.75	10.4
27	4.05	4.725	5.4	6.075	6.75	7.425	8.1	8.775	9.45	10.125	10.8
28	4.2	4.9	5.6	6.3	7	7.7	8.4	9.1	9.8	10.5	11.2
29	4.35	5.075	5.8	6.525	7.25	7.975	8.7	9.425	10.15	10.875	11.6
30	4.5	5.25	6	6.75	7.5	8.25	9	9.75	10.5	11.25	12

15.1 Holidays

15.1.1 The County Office agrees to provide all employees with sixteen (16) paid holidays. They are:

Independence Day

Labor Day

Veteran's Day

*Day before Thanksgiving (in lieu of Admission Day)

Thanksgiving Day

Day after Thanksgiving

*Winter Break Eve Day

Winter Break Day

*New Year's Eve Day

New Year's Day

Martin Luther King Day

*Lincoln's Birthday

President's Day

*Spring Vacation Day

Memorial Day

Juneteenth