

# **CSEA CONTRACT LANGUAGE CHANGES**

July 1, 2025- June 30, 2028

## **ARTICLE 2 RECOGNITION**

- 2.2 Addition of the following positions: Community Health Worker, Instructional Support Specialist, Lead Building and Grounds Maintenance, and Registered Behavior Technician.
- 2.3 Addition of the following positions: Cybersecurity Administrator, Database Administrator and IT Services Manager. Removal of Program Assistant (Confidential).

## **ARTICLE 3 TERMS OF AGREEMENT**

Revised Language

## **ARTICLE 7 ASSOCIATION RIGHTS**

Revised Language

## **ARTICLE 12 BENEFITS**

Increase benefit cap to \$600 for unit members working 0.5 Full Time Equivalent or more, effective 7/1/25.

## **ARTICLE 19 HOLIDAYS**

Revised Language

## **ARTICLE 23 WAGES**

On Schedule Increase of 2% effective 7/1/25  
On Schedule Increase of 2% effective 7/1/26

## **ARTICLE 24 TRANSPORTATION**

Revised Language



AGREEMENT BETWEEN

THE

COUNTY SUPERINTENDENT OF SCHOOLS

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 488

**EFFECTIVE DATES: JULY 1, 2025 – JUNE 30, 2028**

**Agreement By and Between**  
**El Dorado County Superintendent of Schools**  
**and**  
**California School Employees Association**

This agreement is made and entered into by and between the El Dorado County Superintendent of Schools and the California School Employees Association on the 11<sup>th</sup> day of July 2025.

ACCEPTED AND RATIFIED

On July 11, 2025

California School Employee Association

ACCEPTED AND ADOPTED

On July 11, 2025

El Dorado County Superintendent of Schools



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Ellen Kroon  
California School Employees Association



Edward Manansala (Feb 12, 2026 06:23:53 PST)

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Dr. Ed Manansala  
County Superintendent of Schools

Feb 11, 2026

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Date

Feb 12, 2026

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Date

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**ARTICLE 1**

**INTRODUCTION**

1.1

It is understood and agreed by the Employer and the Association that the articles contained within this Agreement shall not be deemed to supersede other provisions of the Education Code, the Merit System, Board Policies, Management Memorandums, or other rules and regulations so long as the above do not conflict with this negotiated Agreement.

**ARTICLE 2**

**RECOGNITION**

2.1 The Employer recognizes the Association as the exclusive representative of all classified employees of the Employer as defined in the Recognition of Classified Bargaining Unit, El Dorado County Office of Education which was voluntarily authorized and approved by the Employer on May 17, 1976, and amended by joint Petitions for Change in Classified Unit Determination dated November 8, 1976, May 9, 1977 and July 11, 1977 for the purposes of meeting and negotiating proposals which are authorized under provisions of the law.

2.2 The following classified positions are included in the unit:

Account Technician  
Benefits Technician  
Building & Grounds Maintenance Worker  
Child Development Classroom Assistant I  
Child Development Classroom Assistant II  
Communications Specialist  
Community Health Worker  
Cook  
Courier  
Credentials Analyst  
Custodian  
Dispatcher  
Driver - Special Services  
Family Service Associate  
Family Service Specialist  
Graphic Arts, Printing and Production Specialist  
Grounds Maintenance Worker  
Health Assistant - Special Services  
Health Assistant II – Special Services  
Help Desk Technician  
Human Resources Technician  
Indian Education Liaison (R)  
Instructional Assistant  
Instructional Assistant – Autism  
Instructional Support Specialist  
Interpreter/Instructional Assistant Vis. Imp. I  
Interpreter/Instructional Assistant Vis. Imp. II  
Interpreter/Instructional Assistant Vis. Imp. III  
Job Coach - Special Services  
Lead Building and Grounds Maintenance  
Lead Custodian  
Lead Driver/Instructor

Lead Driver I – Special Services  
Lead Driver II – Special Services  
Licensed Vocational Nurse  
Licensed Vocational Nurse/Instructional Assistant  
Licensed Vocational Nurse/RN Specialist  
Low Incidence Instructional Assistant for Students with  
Low Incidence Disabilities  
Media Production Specialist  
Payroll Technician  
Program Assistant  
Program Technician  
Registered Behavior Technician  
Registered Nurse (Non-Certificated)  
Secretary I  
Secretary II  
Systems Technician  
Together We Grow Family Specialist  
Warehouser

2.3 The following classified positions are specifically excluded from the bargaining unit:

Accountant  
Administrative Assistant  
Behavior Analyst  
Cybersecurity Administrator  
Data Analyst  
Database Administrator  
Executive Assistant to the County Superintendent  
Food Services Supervisor  
Indian Education Resource Coordinator (R)  
IT Professional Development Coordinator  
IT Services Manager  
Manager, Business Services  
Network/Systems Administrator  
Occupational Therapist-Registered  
Physical Therapist  
Programmer/Systems Analyst-Journey  
Systems Administrator  
Web App Developer  
Employees less than four (4) hours per day  
Provisional or Limited-Term Employee assigned for less than  
twelve (12) months to a position

- 2.4 The Association, in turn, recognizes the Employer as the duly elected representative of the people and agrees to negotiate exclusively with the Employer through the provisions of the Rodda Act.
- 2.5 The Association agrees that it, its members, and agents shall not attempt to negotiate privately or individually with any Board member, administrator or supervisor. In turn, the Employer and its individual representatives shall not attempt to negotiate privately or individually with any association member or any individual in the unit.
- 2.6 New Classifications created or additional positions created within an existing class of positions shall be subject to negotiations between the Employer and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the Public Employment Relations Board and shall not be subjected to the grievance procedures contained in this Agreement.

**ARTICLE 3**

**TERM OF AGREEMENT**

3.1 This agreement is effective beginning July 1, 2025 and through June 30, 2028, except as follows:

Negotiations on all financial matters and Articles 2, 3, 7, 12, 19, 23 and 24 are concluded for the 2025-2026 fiscal year.

For fiscal year 2026-2027, each party may choose no more than three (3) articles to reopen for negotiations, except that negotiations for all financial matters are concluded.

For fiscal year 2027-2028, each party may choose no more than three (3) articles to reopen for negotiations in addition to salary and benefits unless the parties mutually agree otherwise.

3.2 The Association shall present its written proposals for negotiations no later than the May meeting of the County Board or some other deadline per mutual agreement. The Superintendent will respond with an initial proposal by the following regularly scheduled monthly Board meeting.

3.3 Negotiations shall begin as soon as reasonable after the budget is adopted.

**ARTICLE 4**      **SAVINGS PROVISION**

- 4.1            If any provisions or applications of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions or applications will not be deemed valid and subsisting except to the extent permitted by law; but, all other provisions will continue in full force and effect.
  
- 4.2            In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 5**      **DEFINITIONS**

- 5.1      **“Anniversary Date”** refers to the date upon which an employee is granted an earned salary increment. This is the first day of the pay period next following completion of the required period of service.
  
- 5.2      **“Days”** shall mean days on which the main administrative office of the County Office of Education is open for business unless otherwise specified within this Agreement.
  
- 5.3      **“Length of Service”** For the purpose of this agreement, length of service is to mean the hire date for the current continuous employment period.
  
- 5.4      **“Limited-term employee”** is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
  
- 5.5      **“Probationary employee”** is a regular employee who will become permanent upon completion of a prescribed probationary period.
  
- 5.6      **“Provisional employee”** is a person employed under provisional appointment not to exceed ninety (90) working days except in specified circumstances.
  
- 5.7      **“Regular or permanent employee”** is an employee who successfully completes an initial probationary period, which shall not exceed six (6) work months of service beyond the initial date of employment by the Employer.
  
- 5.8      **“Restricted employee”** is an employee hired pursuant to any local, state, or federally funded program which restricts employment to person in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this Agreement.
  
- 5.9      **“Seniority”** for the purposes of this agreement seniority is determined by the length of service beginning with the current continuous employment period.
  
- 5.10     **“Supervisor”** means any employee having authority as determined by the Employer to employ, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, discipline, direct work or adjust grievances which may require the use of independent judgment.
  
- 5.11     **“Unit Member”** All persons in classified positions identified in Article 2.2 as being included in the unit are unit members.

**ARTICLE 6**

**ORGANIZATIONAL SECURITY**

- 6.1 EDCOE agrees to deduct membership dues as may be assessed by the Association from the pay of all unit members covered by this Agreement when so notified by the Association in writing to make such deductions. Such deductions shall continue until otherwise notified by the Association. The amount so deducted, together with a list of names for whom the deductions have been made, shall be forwarded each month to the Association.
  - 6.1.1 EDCOE shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after being notified by the Association.
  - 6.1.2 EDCOE shall not charge the Association for regular membership dues deductions.
- 6.2 The Association shall have the sole and exclusive right to receive membership dues.
- 6.3 EDCOE shall not interfere with the terms of any agreement for membership dues between the Association and any unit member, including but not limited to, automatic yearly renewals, unless the unit member notifies the Association of their cancellation within CSEA's predetermined cancellation period. EDCOE is not responsible for establishing or informing unit members of such cancellation period.
- 6.4 Neither EDCOE nor the Association shall intimidate or coerce any employee in his/her right to join or to refrain from joining the Association. EDCOE shall take no position regarding a unit member decision to pay membership dues or participate in Association activities. Unit members with questions regarding cancellation of membership dues shall be referred by EDCOE to the Association.
- 6.5 The Association shall indemnify and hold EDCOE harmless from any and all claims, demands, suits or other forms of liability arising from compliance with the provisions of this Article. The Association shall defend and indemnify EDCOE for any and all claims arising from its compliance with this Article for any and all claims made by the employee for deductions made in reliance on information provided by the Association to EDCOE to cancel or change membership dues authorization. EDCOE shall notify the Association of any claims made by employees relating to dues authorization.
- 6.6 EDCOE shall take all reasonable steps to safeguard the privacy of unit

members' personal information, including but not limited to members

Social Security numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

- 6.7 EDCOE shall notify the Association President and the impacted unit member(s) of any third-party request or unit members' contact information. This includes, but is not limited to, California Public Records Act requests.
- 6.8 EDCOE shall not disclose personal contact information or information contained in a unit member's personnel file unless otherwise required by law.

**ARTICLE 7**      **ASSOCIATION RIGHTS**

- 7.1            The Association and its members can use the Employer's buildings and facilities upon notification of the Superintendent to conduct Association business provided it does not interfere with the operations of the El Dorado County Office of Education.
- 7.2            Members of the Association shall be permitted to transact Association business on office property before the beginning of the established workday, during any duty-free lunch periods, and any time immediately following the established workday. In any event, no unit member, except the Association President, shall be permitted to use assigned work time to conduct Association business on or off the premises.
- 7.3            The Association shall have the right to post notice of activities and matters of Association concern on the existing bulletin boards in the County Office of Education and site facilities. Such posting may be accomplished during the generally recognized paid break periods. The Association may use the County Office of Education audio-visual delivery service and employee mailboxes for communication to employees not to exceed twice per week and shall be during non-work time of the employee. It shall be the responsibility of the Association to remove outdated information.
- 7.4            The Employer will provide the Association President one (1) copy and the negotiations chairperson with one (1) copy of the public materials in the County Board of Education packet prior to any regular and/or special meeting held by said Board. The Association President or his/her designee shall be released during his/her normal work hours to be present at County Office Board Meetings for agenda items which directly affect classified employees. Until those items are considered, the person shall remain in an "on-call" status at his/her normal work place.
- 7.5            The Association, upon request, may have access to the records pertaining to the employee seniority roster indicating the employees' employment date, classification and job site.
- 7.6            Each unit member shall have available a copy of the Agreement. This copy shall be available via the EDCOE Intranet at <https://edcoe.sharepoint.com/sites/edcoeintranet/>. In the event that a printed copy of the Agreement is generated, it shall be the obligation of either the Association or the unit member to provide a binder appropriate for retaining the Agreement. EDCOE shall bear the cost of printing this Agreement. Each negotiating team member will receive two (2) copies of the

Agreement. Additionally, EDCOE shall place a printed copy of the Agreement in places frequented by employees, e.g. employee break rooms, main program administrative offices, etc.

- 7.7 The Employer agrees to furnish the Association President, upon request, all available public information relating to any matter being negotiated unless expressly prohibited by law. The Association President shall be sent one (1) copy of the final budget and a copy of the placement of personnel on respective salary schedules when completed and available.
- 7.8 The Employer will provide paid release time for one appointed state Association Representative for up to a maximum of five (5) days to attend the Association's State Conference.
- 7.9 The Employer will provide paid release time for two elected Association Representatives for up to a maximum of five (5) days each to attend the Association's State Conference if the individuals are in paid status.
- 7.10 The Employer will provide paid release time for up to four (4) hours per month for the Association President or documented designee to conduct association business.

**ARTICLE 8**      **NEGOTIATIONS PROCEDURE**

- 8.1      For the first session of each bargaining period, the Employer and the Association shall appoint not more than five persons including the spokesperson to act as their respective negotiating teams.
  
- 8.2      Negotiations will be conducted at times and places mutually agreeable to the respective negotiating teams. The first meeting shall be held within seven (7) working days after completion of the public hearing of the Board of Education, unless it is mutually agreed to meet at a later time.
  
- 8.3      It is understood and agreed that all tentative agreements negotiated by the negotiating teams are subject to formal ratification by the Association membership prior to presentation to the Employer, and that subsequent formal adoption by the Employer shall constitute the conclusion of negotiations activities for the year.
  
- 8.4      The parties shall endeavor to reach an agreement on the ground rules prior to each set of negotiations which are to be conducted. The parties agree to abide by whatever ground rules apply for that set of negotiations.

**ARTICLE 9**      **GRIEVANCE PROCEDURE**

**Definitions**

- 9.1            Grievance: A "grievance" is an allegation by a bargaining unit member or CSEA that he/she or it has been adversely affected by a violation or misinterpretation of the specific provisions of this Agreement.
- 9.2            Grievant: A "grievant" may be CSEA or any bargaining unit member covered by the terms of this Agreement.
- 9.3            Day: A "day" is any day on which EDCOE is open for business.
- 9.4            Immediate Supervisor: The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant.

**General**

- 9.5            The purpose of this procedure is to secure at the lowest possible administrative level a resolution of the grievance.
- 9.6            Bargaining unit members are entitled to a representative of CSEA at all levels of the grievance process.

**Grievance Procedure**

9.7            **Informal Level**

9.7.1 Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with the grievant's immediate supervisor. In no instance shall a grievance be filed longer than twenty (20) days after the actual occurrence of the act or omission, or the date the grievant reasonably should have become aware of the act or omission.

9.7.2 After the informal conference, the immediate supervisor shall respond in writing within ten (10) days of the informal conference. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been reached within ten (10) days of the meeting with the immediate supervisor, the grievant may advance to Formal Level One.

9.8            **Formal Level**

**9.8.1 Formal Level One:** If the grievant is not satisfied with the decision at the informal level, the grievant has ten (10) days from the response at the informal level to reduce his/her grievance to writing on a mutually acceptable grievance form and submit the grievance to the Executive Director of Personnel Services or designee. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section and paragraph of this Agreement that is allegedly violated and the specific remedy sought. The Executive Director of Personnel Services or designee shall meet with the grievant within ten (10) days to resolve the grievance or discuss other resolution methods. After that meeting, the Executive Director of Personnel Services or designee has ten (10) days to respond in writing to the grievant's written, formal level one.

**9.8.2 Formal Level Two:** If the grievant is not satisfied with the decision at Formal Level One, the grievant shall have ten (10) days from the date of the response to Formal Level One to submit the grievance to the Superintendent or his/her designee. The submission shall include a copy of the original grievance, the decisions rendered, a clear, concise statement of the reasons for the appeal and any remedy sought. The Superintendent or his/her designee shall communicate his/her decision in writing to the grievant within ten (10) days of receipt of the appeal.

**9.8.3 Formal Level Three:** If the grievant is not satisfied with the decision at Formal Level Two, the grievant shall have ten (10) days from the date of the response to Formal Level Two to request formal mediation provided in writing to the Executive Director of Personnel Services or designee. The Association shall request a list of ten (10) mediators from the State Mediation and Conciliation Service to be mutually agreed upon by the parties. The mediator's cost shall be split between the parties. If the parties cannot mutually agree on a mediator, selection shall proceed by alternately striking names until only one name remains, who shall be the selected mediator.

**9.8.4 Formal Level Four:** If the grievant is not satisfied with the decision at Formal Level Three, the grievant shall have twenty (20) days from the date of the response to Formal Level Three to request arbitration in writing to the Executive Director of Personnel Services. EDCOE shall request a list of ten (10) arbitrators from the California State Mediation and Conciliation Service to be mutually agreed upon by the parties. If the parties cannot mutually agree on an arbitrator, selection shall proceed by alternately striking names until only one name remains, who shall be the selected arbitrator.

- 9.8.5 The arbitrator's decision will be in writing and set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator will have no power or authority to add to, subtract from, or modify the terms of this Agreement or make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision will be submitted to the Association and the Superintendent and will be final and binding upon the parties. The decision shall be rendered thirty (30) days after the closing of the hearing. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator prior to the arbitration's commencement.
- 9.8.6 All costs for arbitration services including, but not limited to, per diem, travel and meals, transcription via a court reporter, potential cancellation fees, and the cost of any hearing room will be borne equally by the EDCOE and CSEA. All other costs will be borne by the party incurring them (for example: expert witness or representation at the hearing).

### **Miscellaneous**

- 9.9 Time limits shall begin the day following receipt of a decision. Time limits may be waived or extended only upon mutual agreement from EDCOE and CSEA.
- 9.10 All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.
- 9.11 If EDCOE fails to respond within the allotted time period described herein, the grievant may advance to the next grievance level within ten (10) days of the final date on which the administration's answer should have been provided.
- 9.12 Failure of the grievant to file her/his grievance within the time limit or failure to appeal from one level to the next within the time limit shall be deemed a waiver of the grievance, and no further action to process the underlying complaint shall be required of the EDCOE. Time limits for filing a grievance and appealing from one level to the next are mandatory and jurisdictional and are to be decided by the arbitrator before the substantive issues of the grievance can be decided. The arbitrator does not have jurisdiction to rule on the substantive issues of a grievance or issue a remedy if the time limits have not been met.

**ARTICLE 10**      **EVALUATION PROCEDURE**

10.1      Any unit member may be evaluated by the immediate supervisor at any time when deemed to be in the interest of the program. A regular classified personnel evaluation program will be affected according to the following schedule:

**Probationary Employees:** At the end of the second and fifth months of service.

**Permanent Employees:** Once each year usually between February and May and at anytime more than sixty (60) working days later if the unit member leaves control of that supervisor.

Who makes Evaluations: Each immediate supervisor under whom the unit member has served for sixty (60) working days or more during any rating period shall provide a performance evaluation, even though the unit member may have left his/her control.

10.2      **Procedure**

10.2.1    Performance evaluation reports shall be made on forms provided by the Employer, and shall be prepared by the unit member's immediate supervisor. The form shall be reviewed by the next higher supervisor.

10.2.2    The immediate supervisor shall present the performance evaluation report to the unit member and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

10.2.3    Performance evaluation reports shall be filed in the unit member's personnel records. All performance evaluations shall be confidential.

10.3      **Special Evaluations:** At any time a supervisor may, with the approval of his/her department head, issue to an employee a Notice of Commendation or a Notice of Unsatisfactory Service. Such notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the unit member. It shall be delivered to the unit member personally by his/her immediate supervisor whenever practicable. A copy of such notice shall be placed in the unit member's personnel record and shall be available for review in connection with promotional examinations.

**ARTICLE 11**      **TRANSFER AND LAYOFF/REEMPLOYMENT PROCEDURE**

- 11.1      Seniority is determined by the length of service beginning with the current continuous employment period.
- 11.2      Transfers, whether voluntary or involuntary, are the change from one job to another within the same classification.
- 11.3      Transfers shall not change the unit member's service time, anniversary date, accumulated illness leave, or accumulated vacation credit, or in any other manner reflect adversely upon his/her rights as provided in this Agreement.
- 11.4      Reasons for any transfer which is not voluntary shall be discussed with the unit member by his/her immediate supervisor prior to any announcement of such transfer.
- 11.5      All requests for voluntary transfers must be submitted in writing to the Personnel Services Department indicating the reason(s) for the request.
- 11.6      Restricted unit members, with the exception of restricted positions in their classification, shall be exempt from voluntary transfers.
- 11.7      Unit members requesting a voluntary transfer shall have their name included with the list of eligibility ranks and shall receive an interview for each position within the same classification to which they have applied.
- 11.8      Order of layoff and reemployment: Whenever a unit member is laid off, the order of layoff within the class shall be determined by the length of service. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. If a tie should occur a lottery will be held.

**ARTICLE 12**      **BENEFITS**

12.1            The Employer shall provide all eligible unit members as specified in this article and their eligible dependents with medical coverage, family dental coverage, family vision coverage, family life insurance, employee income protection, and family EAP coverage. A Section 125 plan is also provided.

12.2            Effective July 1, 2025, EDCOE shall contribute \$600 monthly for medical coverage for unit members working a 0.5 Full Time Equivalent (FTE) or more. The unit member shall be responsible for any amount above the \$600 monthly EDCOE contribution. EDCOE shall also contribute:

- 100% of the cost for unit member and dependents for dental coverage commensurate with the dental plan offered to EDCOE management;
- 100% of the cost of the vision plan (excluding contact lens coverage) for unit member and dependents, unit members shall pay the cost of the contact lens coverage;
- 100% of the life insurance cost for unit member only;
- 100% of the income protection coverage for unit member only; and
- 100% of the EAP coverage for unit member and dependents.

12.2.1            Unit members regularly assigned to less than four (4) hours per day may participate in all Employer-sponsored group benefit programs, as allowed by the vendor contracts, by paying the full premium cost.

12.2.2            Unit members regularly assigned to a paid status which is nine months or more shall be entitled to benefit coverage for a full twelve (12) month period. EDCOE's monthly contribution to the benefit plan premium shall be subject to all provisions in Article 12.

12.2.3            Unit members assigned to a position in paid status of less than nine (9) months shall have the EDCOE monthly medical contribution described in Article 12.2 prorated on the basis of months in paid status.

12.2.4            It is understood and agreed that the \$.79/\$100 of payroll shall be paid to American Fidelity for income protection coverage. The Association agrees to a 60-day waiting period before any coverage begins. The County Office of Education shall provide the same level of benefits as the carrier provides from the 61st through the 90th day, after which the insurance carrier shall assume the obligation for the Income Protection. In cases of severe hardship,

the unit member may be granted an advance from the Employer on the payment due for the period of the 61st through the 90th day. It is the unit member's responsibility to apply for income protection through the Risk Management office.

12.2.5 Section 125 IRS Code provisions are provided to all unit members. This code section allows unit members to have certain medical costs and dependent care costs paid with pre-tax dollars which represents a potential savings for unit members.

12.3 **Economic Fringe Benefits While On Paid Leave:**

Unit members on paid leave are considered to be in continuous employment, and no interruption to the fringe benefit program shall be imposed upon unit members on paid leave.

12.4 **Economic Fringe Benefits While on Unpaid Leave:**

Unit members granted an unpaid leave of absence shall have their Employer-paid fringe benefit programs discontinued at the end of the month in which the leave begins.

12.4.1 A unit member may continue fringe benefit coverage while on an unpaid leave by paying the full premium in advance each month including the Employer's contribution for the duration of the leave.

12.5 **Economic Fringe Benefits - Termination:**

Unit members who terminate shall have their fringe benefit programs discontinued at the end of the month in which their termination occurs except as may be required by applicable State or Federal law.

12.6 **Reimbursement for Personal Property:**

When personal property of the employee is damaged in the line of duty without fault of the unit member or is stolen from the unit member while the unit member is in the line of duty, the El Dorado County Office of Education will provide for payment of the cost of replacing or repairing such property with the approval of the County Superintendent. If the property is covered by insurance, but not fully, the Office may provide for payment of the difference between the insurance settlement and actual value or cost of repairing. A limit of \$500 is established for payment of such damaged or stolen property. Claims must be filed with the Risk Management Office within sixty (60) days after the property is damaged or stolen.

12.7 **Changing of Benefit Plans:**

It is agreed that the Association and the Employer may jointly or separately investigate the costs and services of various benefit plan options to determine if the same level of benefit coverage can be provided at lesser costs or better levels of coverage can be made available with the same level of present costs. If so, the Employer agrees to notify the Association prior to making any changes and upon request, the Employer will meet and negotiate such changes.

12.8 **Inclusion of Retirees in Group Health Plans:**

For unit members as of June 30, 1979, the following shall apply:

12.8.1 **Eligibility:** Unit members who retire between the ages of 55 and 65 who are participating in the Employer's health insurance program and have serviced a minimum of ten (10) years without a break in employment with the County Office of Education shall be eligible to participate in the program for retirees described below. Any accumulated leave(s) of absence without pay totaling one hundred eighty (180) hours or more taken by the unit member during the qualifying period shall serve to extend the qualifying period by the equivalent length of the total accumulated leave(s).

12.8.2 **Benefit:** Each eligible retired unit member shall be entitled to the employee-only health insurance plan of choice as provided in the negotiated Agreement, if requested. The Employer agrees to pay the retiree's monthly premium in accordance with the length of assignment provisions. The retiree may, if so desired, continue dependent coverage at his/her own expense.

12.8.3 **Termination of Coverage:** Coverage shall terminate (1) at the written request of the retiree, (2) when the retiree reaches the age of 65, or (3) if and when the insurance carrier refuses optional coverage for retirees.

12.8.4 **Retiree Coverage Beyond Age Sixty-Five (65):** The retiree shall be eligible to participate in the Employer's group health plan beyond age 65 provided that the retiree provides both the Employer's and employee's premium costs. Payment by the retiree shall be remitted on a monthly basis or as required by the carrier.

12.8.5 For persons employed after June 30, 1979, the above benefits (12.8.1 through 12.8.4) shall be available only to retirees who elect to assume the entire cost of such benefits.

12.9 **Benefit Accrual Continuance - Sick Leave, Vacation and Seniority for Head Start and State Preschool Programs**

Unit members in the Head Start and State Preschool programs and who have received a payoff of unused vacation at the end of the previous fiscal year shall be eligible for benefit accrual during unpaid leave providing the following criteria are both met:

- A. The length of benefit accrual continuance shall not exceed the length of time for which the unit member received vacation payoff at the end of the previous fiscal year.
- B. The leave without pay has been pre-scheduled and approved by the Program Director.

Under this provision the benefits of sick leave, vacation and seniority shall continue to accrue for the duration of the unpaid leave as if the person were in paid status. Such unpaid leave shall be exempt from the provisions of Section 12.4 of this Article.

12.10 The County Office of Education will establish a Joint Benefits Committee including member(s) from the Classified Unit to review current and potential future benefits. The focus will be on cost containment and evaluation of alternative methods of providing such benefits. Recommendations from the Joint Benefits Committee will be referred to the County Superintendent, the County Board of Education and the bargaining unit representatives for appropriate action.

**ARTICLE 13 LEAVES OF ABSENCE**

All reference to (working) day(s) as used in this Article shall be considered a standard eight (8) hour day or portion thereof.

13.1

**Status While on Leave of Absence**

13.1.1 Paid Leave: Unit members granted a paid leave of absence shall be considered to be in continuous employment and shall be entitled to all earned sick leave, vacation, service time, transfer and promotion considerations, and other benefits as provided in Article 12, Benefits. The unit member shall also be entitled to all base salary adjustment. However, the unit member will be entitled to his/her step increase provided that the unit member has worked at least 75% of all scheduled workdays.

13.1.2 Unpaid Leave: Unit members granted an unpaid leave of absence shall be considered to be in continuous employment, however, shall not be entitled to earn additional sick leave or vacation time while on such leave. They will be entitled to their step increase provided that they have worked at least 75% of all scheduled workdays.

13.2

**Sick Leave**

13.2.1 Sick leave may be used for:

13.2.1.1 The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's child (biological, adopted, foster, stepchild, or legal ward), an employee's spouse or registered domestic partner, the parent of an employee or employee's spouse/registered domestic partner (biological, adoptive, foster, stepparent, or legal guardian), a grandparent, a grandchild, or a sibling.

13.2.1.2 An employee who is a victim of domestic violence, sexual assault, or stalking, to take time off from work to:

13.2.1.2.1 Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child;

13.2.1.2.2 Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

13.2.1.2.3 Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, or stalking; or

13.2.1.2.4 Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;

13.2.1.2.5 Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Unused sick leave shall be accumulative from year to year.

13.2.3 Normally, the Employer may require a physician's or practitioner's verification of illness only if a unit member has been on sick leave for five (5) or more consecutive days. However, in cases of suspected abuse of sick leave, satisfactory proof of illness may be required at any time as long as such requirement of proof is not used to harass a unit member.

13.2.4 Unit members absent through illness or injury must notify their immediate supervisor as early as possible. Upon return, the unit member must complete the appropriate form indicating the date(s) of the sick leave taken.

13.2.5 Earned unused sick leave may be counted, in a proportionate amount, to service credit for computing retirement in accordance with the Education Code.

13.2.6 Differential Sick Leave: When sick leave has been exhausted and a unit member is absent because of illness or accident, the unit member shall be paid the difference between his/her salary and the salary of the substitute for the period not to exceed five (5) months under the following conditions:

1. The unit member must provide a medical doctor's verification of the illness or accident which caused the employee to be absent.
2. The unit member must have exhausted all other paid leaves (vacation, comp time, etc.).

For purposes of this article, vacation will be considered exhausted when only three (3) days remain. In the event that a unit member is absent due to illness and has fewer than three (3) days vacation, these days need not be exhausted prior to being placed in differential status. In all cases, the employee may choose, upon written request to his/her supervisor, to use all available vacation prior to being placed in differential status.

The five (5) month period shall commence on the first day of the absence and run concurrently with all other leaves. If a unit member is unable to return to work following the allowable five (5) months, the unit member may request an unpaid leave of absence not to exceed six (6) months. If an unpaid leave of absence is not available, or if at the end of the unpaid leave the unit member remains unable to assume the duties of his/her position, the unit member will be placed on a 39 month reemployment list per Education Code.

13.2.7 Transfer of Sick Leave from Another District: Any classified employee of any school district who has been an employee of that district for a period of one (1) calendar year and who terminates employment with that district for the sole purpose of accepting a classified position with the El Dorado County Office of Education and who subsequently, within thirty (30) days of termination of his/her former employment, accepts a classified position shall be credited with all of the earned but unused sick leave which was credited to him/her in his/her former school district.

13.2.8 At the option of the unit member, the unit member may elect to request maternity leave of absence without the use of sick leave provisions in order to preserve accumulated sick leave days earned and needed during the period of temporary disability.

13.2.9 A male unit member may utilize up to three (3) days of his sick leave to care for his wife during child birth.

13.2.10 Unit members may utilize up to two (2) days of their sick leave for completing the legal requirements for adopting a child.

### 13.3

#### **Personal Necessity Leave:**

13.3.1 A unit member may elect to use their annual accrual of sick

leave for personal necessity during any school year. Five (5) of the days of leave for personal necessity may be used for reasons deemed necessary by the employee as "No Tell" days.

13.3.2 The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

- A. Death or serious illness of a member of the immediate family.
- B. Accident involving the employee's person or property or person or property of the immediate family.
- C. Compelling personal importance.

13.3.3 Compelling Personal Importance Defined:

Parties agree that the compelling personal importance is not intended to nor does it include absences for the following purposes:

- A. Participating in recreational activities or attendance at sporting events.
- B. Outside employment or other means of earning additional income for the employee.

Upon return from use of compelling personal importance, the unit member shall advise his/her supervisor in writing that the use of such leave was not for one of the reasons listed above.

13.3.4 The unit member shall be required to secure advance permission from the County Superintendent of Schools for leaves of absence for personal necessity for reasons other than those listed in 13.3.2.

13.3.5 The request for such leave shall be submitted to the County Superintendent on EDCOE Personnel Form "Request for Personal Leave."

13.4

**Bereavement Leave:**

13.4.1 The unit member will be allowed eight (8) working days with full pay for absence because of the death - or critical illness where death appears imminent – of a child, adopted child, or

current stepchild, foster child, spouse/domestic partner, biological/adoptive parent, or a current stepparent.

- 13.4.2 The unit member will be allowed five (5) working days with full pay for absence because of the death or critical illness where death appears imminent of other members of his/her immediate family.
- 13.4.3. Other member of immediate family means grandmother, grandfather, grandchild of the employee or of the employee's spouse, current son-in-law, current daughter-in-law, brother, current brother-in-law, sister, current sister-in-law, current mother-in-law, current father-in-law, aunt or uncle of the employee, or any relative living in the immediate household of the unit member.
- 13.4.4 As used in this section, the definition of child shall include a child in utero.
- 13.4.5 When applicable, Pregnancy Loss Leave (AB 848) shall run concurrently with Bereavement Leave.
- 13.4.3 In cases of hardship situations, the Employer has the prerogative of extending the leave as may be required.

## 13.5

### **Civic Duty Leave:**

- 13.5.1 Unit members who are involuntarily summoned for civic duty, subpoenaed to be present in court to give testimony, or required to appear in court or at hearings in connection with the performance of their duties as employees of the County Office of Education will, upon request, be granted civic duty leave, with pay, for such time as is required by the summons or subpoena.
- 13.5.2 Unit members are expected to return to work during any day or portion thereof in which civic duty services are not required.
- 13.5.3 Civic duty leave will not be granted to unit members required to appear in court as defendants for personal traffic or other violations of the law or as a defendant in connection with other employment.

13.5.4 Payment received for approved civic duty leave, with the exception of any transportation reimbursement contained therein shall be turned over to the County Schools Service Fund.

13.6

**Military Leave:**

13.6.1 Unit members shall be granted any military leave to which they are entitled, under law as classified school employees. Unit members shall be required to request military leave in writing and, upon request, to supply the Employer with "orders" and status reports. A copy of the relevant Superintendent policy is included with the contract in Appendix C as an information item and will be updated as the Superintendent policy is updated.

13.7

**Industrial Accident and Illness Leave:**

- 13.7.1 Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for not less than sixty (60) working days paid leave in any one (1) fiscal year for the same accident. The fiscal year is defined as July 1 through June 30 of each year.
- 13.7.2 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 13.7.3 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, including the differential sick leave allowance, vacation and other paid leave shall be used.
- 13.7.4 Unit members shall be required to serve or have served the County Office of Education in a paid status continuously for a period of three (3) years to be eligible for industrial accident and illness leave.
- 13.7.5 This leave shall not be accumulated from fiscal year to fiscal year. Industrial accident or illness leave will commence on the first day of authorized absence.
- 13.7.6 Payment for wages lost on any day shall not, when added to an

award granted under the Workers' Compensation law of the State of California, exceed the normal wage for the day.

13.7.7 During any paid leave of absence, the unit member shall endorse to the Employer the temporary disability indemnity checks received on account of such industrial accident or illness. The Employer, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's normal wage.

13.7.8 Any time a unit member on industrial accident or illness leave is able to return to work, the unit member shall be reinstated in a position in the same class without loss of seniority or compensation if the unit member is still able to perform the job. If a unit member's former position has ceased to exist, the unit member shall be reassigned in accordance with provisions of the Merit System Rules and Regulations.

13.8 **Legislative Leave:**

13.8.1 A unit member who is elected to the state legislature, congress, or a school board in another district shall be entitled, upon the request of the employee, to an unpaid leave of absence for the length of the term or terms in office and shall be entitled to return to his/her regular employment at the end of the leave.

13.9 **Personal Leave:**

13.9.1 Upon written request by the unit member, the Employer may grant an employee an unpaid leave of absence for personal reasons for a period of time not to exceed one (1) year.

13.9.2 A unit member must request such leave at least thirty (30) days before commencement of the leave.

13.9.3 The unit member may continue all fringe benefit programs at his/her own expense.

13.9.4 Replacements for unit members on personal leave shall be notified at the time they are hired that their employment is on a temporary basis due to such a leave of absence.

13.10 **Emergency Conditions**

13.10.1 Emergency conditions are those conditions totally outside of a unit members' control such as extreme snowfall, flood or other weather-related phenomena, workplace power outage,

fire or other natural catastrophe which prevent an employee from reporting to or remaining at his/her assigned workplace.

13.10.2 Should a unit member show up for and be ready to work at his/her regular assignment but is then sent home by management, he/she shall be credited for a minimum of two (2) hours pay or the time actually worked, whichever is greater.

13.10.3 Any unit member who is not able to attend or remain at work for reasons of emergency as defined above, shall select one of the following options for the charging of work time missed without regard to priority:

1. Vacation
2. CTO
3. Personal necessity
4. Leave without pay

13.10.4 If the unit member must take a leave without pay because no paid leaves are available, he/she may request his/her supervisor to consider a means of allowing them to make up the time and the lost wage.

13.10.5 Notwithstanding any of the above, the County Office of Education will uphold its legal responsibility to pay classified employees under Education Code 45203 which is reproduced below in pertinent part:

"Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall receive regular pay whether or not they are required to report for duty on that day." Upon request, the County Office of Education will advise the Association Chapter President of the pay status of certificated unit employees for the day in question.

13.10.6 A unit member, who works at a site or sites that have been closed due to emergency conditions, may be requested to report to an alternate site that is open. If a unit member is unable or refuses to report to the alternate work site, Sections 13.10.3 and 13.10.4

shall apply. A unit member will not be required to report to the open EDCOE site in the event the site is more than twenty-five (25) miles from the unit member's typically assigned work site.

13.10.7 A unit member, who works at a site, or sites that have been closed due to emergency conditions, and has been required to utilize leave time, shall have their leave time restored, in the event that waivers are granted by the CDE.

13.11

**Family Care and Medical Leave**

13.11.1 **Entitlement to Leave:**

Unit members shall be granted any family care and medical leave to which they are entitled, under law, as classified school employees.

A copy of the relevant Superintendent policy is included with the contract in Appendix C as an information item, and will be updated as the Superintendent policy is updated.

13.11.2 **Advance Notice of Leave:**

If the unit member's need for a leave pursuant to this Article is foreseeable, the unit member shall provide the Superintendent with thirty (30) days advance notice of the need for the leave.

13.11.3 **Healthcare Provider/Certification of Leave:**

Verification by a physician shall be required by the Office to validate a serious health condition.

A. **Child, Spouse or Parent Care:** A unit member's request for leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a Certification issued by the physician of the individual requiring care.

**The Certification shall provide the following:**

1. The date on which the serious health condition commenced;
2. Probable duration of the condition;
3. Estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and,
4. A statement that the serious health condition warrants the participation of the family member to provide the care

during the period of treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the healthcare provider for the unit member to care for the individual requiring care, the unit member shall obtain recertification in accordance with the procedures specified above, if additional leave is required.

B. Employee Illness: A unit member's request for a leave because of the unit member's own serious health condition shall be supported by a Certification issued by his/her healthcare provider.

**The Certification shall specify:**

1. The date on which the serious health condition commenced;
2. The probable duration of the condition; and, a statement that due to the serious health condition, the employee is unable to perform the functions of his/her position.

The unit member shall obtain subsequent recertification regarding the unit member's serious health condition, in accordance with the procedures specified immediately above, if additional leave is required.

13.11.4 Amendment of Statutory Law:

This Article shall be deemed to be automatically modified to conform to any amendment or modification of Government Code §12945.2, the FMLA, or any other applicable law. If any such amendment gives the Superintendent discretion to require any act by the employee, the act shall be deemed to be required.

13.12 Parental Leave

- 13.12.1 Unit members may elect parental leave for baby bonding for the birth, adoption, or foster placement of a child for up to twelve (12) weeks without a doctor's note. A unit member's request for parental leave shall be submitted no later than four (4) weeks before the leave is to begin. To be eligible for parental leave, a unit member must have worked for the EDCOE for at least twelve (12) months. This leave is available for either parent.

- 13.12.2 While absent from work on parental leave, unit members shall be entitled to up to twelve (12) weeks of differential pay. While on parental leave, accumulated sick leave shall be used. When accumulated sick has been exhausted, unit members shall be paid the difference between their regular salary and the cost of a substitute.
- 13.12.3 Non-paid days during breaks in school are not included in the twelve (12) weeks. If the school year ends before the twelve (12) week period ends, the remainder of parental leave may be taken in the following school year.
- 13.12.4 Only one twelve (12) week period of parental leave per birth, adoption, or foster placement may be taken. Parental leave runs concurrently with California Family Rights Act leave (up to 12 weeks unpaid). Medical benefits remain in force during parental leave.

## **ARTICLE 14 WORKWEEK**

- 14.1 The workweek for full-time unit members shall consist of one of the following within a seven day workweek:
- Five 8-hour days (5/8), or four 10-hour days (4/10). The normal workweek shall be eight (8) hours per day, Monday through Friday; however, the unit member's work assignment may be modified, with prior notice to the unit member to meet program needs. During weeks in which a holiday falls, persons assigned to a four-day 10-hour (4/10) schedule may be changed to a five-day 8 hour (5/8) schedule. Nothing herein shall restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the Employer except as provided for in Article 15.
- 14.2 Notwithstanding 14.1, other work weeks may be implemented at the request of the unit member and/or EDCOE with the mutual agreement of both parties and in accordance with Education Code 45133 (a 9-hour-per-day, 80-hour-per-2-week work week schedule). The flexible schedule will be established in accordance with the following procedure:
- A. Requests/Responses - All requests and responses shall be submitted in writing.
  - B. Schedule - The proposal for flexible hours shall state a definite period of time.
  - C. Discontinuance - If in the opinion of the County Office of Education the flexible hours are not contributing to the efficiency of the County Office of Education, the schedule may be discontinued and the unit member shall revert to the work schedule in effect prior to his/her working a "Flexible Hours" schedule.
- 14.3 Unit members whose work schedules are dependent upon student contact may have their work days or work year altered to accommodate the various student attendance schedules of client school district.
- 14.4 The Employer shall provide for those unit members who work a six hour or longer work day, a duty free, non-paid status, meal period of not less than thirty (30) consecutive minutes. This meal period will be assigned by the unit member's supervisor.

14.5

Unit members working seven (7) or more hours per day are allowed a morning and afternoon rest break, not to exceed fifteen (15) minutes for each break. Unit members working four (4) or more hours per day but fewer than seven (7) hours are provided one (1) fifteen (15) minute break. Supervisors are responsible for scheduling the appropriate time for breaks normally midpoint in the morning or afternoon. Breaks may not be used to come to work late, leave early, or extend lunch breaks.

**ARTICLE 15**

**OVERTIME**

- 15.1 The Employer agrees to compensate unit members at the rate of one and one-half (1-1/2) times the unit member's regular rate of pay for each hour of work in excess of the eight (8) hour day or ten (10) hour day and forty (40) hour workweek. A supervisor may grant compensatory time off (CTO) to a unit member eligible for CTO at the same ratio and in lieu of overtime cash payment. The supervisor shall, upon request, inform a unit member of the intended method of payment (cash or compensatory time) at the time of directing overtime work.
  
- 15.2 Definitions:
  - 15.2.1 "Hours worked" includes all time during which the unit member is suffered or permitted to work for the Employer whether or not authorized or ordered by the immediate supervisor. Except for emergencies, unit members who work unauthorized overtime may be subject to disciplinary action.
  
  - 15.2.2 The terms "compensatory time" and "compensatory time off" shall refer to hours during which a unit member is not working but shall be considered as time worked by the unit member for purposes of overtime compensation.
  
  - 15.2.3 Overtime is defined according to California Education Code section 45128.
  
- 15.3 Unit members may not accrue more than 240 hours of compensatory time off (160 hours x 1.5). Overtime worked after the maximum accrual is reached shall be compensated by cash payment.
  
- 15.4 Compensatory time off may be earned in lieu of cash compensation for authorized overtime. In accordance with the Education Code of the State of California, this compensating time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked.
  
- 15.5 Except in an emergency which prevents preapproval, all overtime must be authorized in advance by the unit member's supervisor. Emergency situations must be brought to the attention of the supervisor as soon as practical.
  
- 15.6 The Employer will settle the overtime account, if compensated by cash, with the unit member at the end of the pay period in which

it is earned. A unit member who has terminated employment shall be paid for the unused compensatory time at the final regular rate of pay or at the average regular rate received by such unit member during the last 3 years of the unit member's employment, whichever is higher.

**ARTICLE 16**      **SAFETY**

- 16.1 The Employer shall provide safe, healthy, and sanitary working conditions for all employees of the County Office of Education and will provide a continuous administrative monitoring of working conditions and will make corrections of any unsafe or hazardous conditions.
- 16.2 Both the Employer and the Association agree that the responsibility for safe working conditions is that of the Employer, and the responsibility for maintenance of safe procedures and practices is that of the employee.
- 16.3 Unit members shall not be required to work under unsafe or unhealthy conditions or perform tasks which may endanger their health or safety.

Any employee required to lift more than 30 pounds will be instructed in proper lifting techniques and be provided with appropriate safety equipment.

- 16.4 Any unit member who observes a working condition which is believed to be unsafe or unhealthy shall report such conditions in writing including the reasons for believing it to be unsafe or unhealthy to the appropriate administrator. The administrator will respond in writing as soon as reasonably possible but not to exceed ten (10) work days, unless the condition is considered to be so serious that immediate action is warranted. The response will state how the unsafe or unhealthy condition has been or shall be remediated, if such remediation is possible or practical. If the administrator determines that remediation is not possible or practical, the safety committee will immediately convene to resolve the issue.
- 16.5 EDCOE agrees to support the concept of a joint Employee-Employer Safety and Wellness Committee to review all potential safety hazards and to provide information and make recommendations to the County Superintendent and the County Board of Education on all such findings.
- 16.6 Unit members who are members of the Safety Committee shall be allowed release time to carry out their obligations under this Article.
- 16.7 At least two (2) meetings shall be held during each school year in addition to those meetings called to review a specific complaint so that the Safety Committee may work as a cohesive group and be certain that any problems have been or will be corrected in a timely fashion.

## **ARTICLE 17**

## **PROFESSIONAL GROWTH**

### 17.1

#### **Purpose:**

17.1.1 It is recognized that all employees need to continue to improve their job skills and abilities in order to meet the challenge of new job responsibilities and job improvements. This professional growth plan is to provide an incentive to each unit member to improve job performance by the improvement of job skills and abilities.

### 17.2

#### **Plan Guidelines**

17.2.1 All classes, seminars, and conferences must be related to job responsibilities within the County Office of Education and taken on the unit member's own time.

17.2.2 Each class, seminar, and conference must have prior approval of the unit member's unit manager on an approved form provided by the Employer. A description of the activity must be attached to the request.

17.2.3 Each class, seminar and conference must be verified by transcript or certificate of completion signed by the instructor indicating the total number of hours in attendance.

17.2.4 Only those unit members who have received a satisfactory passing grade in a particular class, seminar, or conference shall receive credit for the purpose of this plan. A passing grade is defined as "C" or better or "pass" in a "pass/fail" type of course.

### 17.3

#### **Required Class Time**

17.3.1 Each fifteen (15) hours of attendance in a class, seminar, workshop, or conference equals one (1) semester unit for the purpose of this Article. Semester Units and Professional Growth are synonymous terms for the purpose of this Article.

17.3.2 Unit members will be reimbursed at the rate of forty-five dollars (\$45) per unit. Unit members will be eligible for reimbursement upon verification of the successful completion of each unit. The maximum number of units that may be claimed for reimbursement is nine (9) units per year, July 1 through June 30. The maximum dollar amount that a unit member shall qualify for is four hundred and five dollars (\$405) dollars per year, July 1 through June 30. Unit members earning less than nine (9) units shall receive a pro-rated amount based on the number of units earned.

17.4

**Degree Stipend**

All unit members who, by September 1, present evidence of an earned master's degree and/or doctorate shall receive a monthly stipend totaling one thousand and two hundred dollars (\$1,200) annually. Only one stipend, master's or doctorate, shall be paid per unit member, per year.

**ARTICLE 18**

**VACATION**

18.1 Eligibility - Unit members eligible for this vacation section are those listed in the recognition section as classifications represented by the unit. No accretions to the unit with a status different from those listed in the unit shall be allowed to participate in vacation benefit unless specifically agreed to by the County Office of Education. Amounts referred to below are relative to full time employment (2088 hours per year). Pro-rated amounts shall be utilized for persons working more than half-time but less than full-time.

18.2 Unit members in the Head Start and State Preschool categorical programs shall schedule their vacations so as to end the fiscal year with as close to a zero balance as possible. Any vacation earned but not taken by June 30, shall be paid. Head Start and State Preschool employees may, upon written request, carry over up to one (1) week of vacation time into the next year.

18.3 Vacation Accumulation Schedules - The following vacation accumulation schedules shall apply as indicated depending upon the date of employment:

18.3.1 For persons employed as of October 4, 1983, the following schedule of accumulation shall apply. The hourly accumulation is for regular hours paid (not including overtime) at the rate approximately equivalent to the following in monthly and annual amounts.

<u>Unit Member's Year of Service Accrual</u>	<u>Hourly Accrual</u>	<u>Monthly Accrual</u>	<u>Annual</u>
1 through 10	.0577 Hours	10 Hours	15 Days
11 through 15	.0692 Hours	12 Hours	18 Days
16 through 20	.0808 Hours	14 Hours	21 Days
After 20 years	.0962 Hours	16.67 Hours	25 Days

18.3.2 For persons employed after October 4, 1983, the following vacation accumulation schedule shall apply. All accumulations are for regular hours paid (not including overtime) at the rate approximately equivalent to the following in monthly and annual amounts.

<u>Unit Member's Year of Service Accrual</u>	<u>Hourly Accrual</u>	<u>Monthly Accrual</u>	<u>Annual</u>
1 through 5	.04262 Hours	8 Hours	12 Days
6 through 10	.0577 Hours	10 Hours	15 Days

11 through 15	.0692 Hours	12 Hours	18 Days
16 through 19	.0808 Hours	14 Hours	21 Days
20+	.0885 Hours	15.34 Hours	23 Days

- 18.4 Unit members shall schedule a vacation each year. If vacation cannot be approved within the fiscal year, an amount equal to one year's accumulation may be carried forward to the following fiscal year. The unit member shall utilize this carryover by the end of the following year or it shall be paid off.
- 18.5 The Superintendent shall authorize an additional number of hours of annual vacation carryover when it is: (a) necessary to deny a vacation leave request to meet the needs of the County Office of Education and the unit member is thereby placed in jeopardy of losing vacation leave, or (b) when a unit member has pre-scheduled an amount of vacation time at least equal to the amount of accrual over 160 hours that the unit member would accrue by December 31. Such excess carryover is to be utilized within 180 days of approval by the Superintendent.
- 18.6 Each eligible unit member shall earn vacation for each regularly paid hour as specified above.
- 18.7 When a holiday, as defined in this Agreement, occurs during the scheduled vacation of a unit member, the unit member will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.
- 18.8 Vacation shall, with the approval of the employee's immediate supervisor, be taken at any time during the year and should be scheduled a minimum of five (5) working days prior to the dates requested whenever possible. Every effort shall be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the service and the workload of the department. Vacation may be taken in units of not less than one quarter (1/4) hour. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- 18.9 The unit member may be granted vacation during the year even though not earned at the time the vacation is taken. If a unit member is terminated and had been granted vacation which was not yet earned at the time of termination, the County Office of Education shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned vacation taken.
- 18.10 Vacation shall be paid at the rate of pay earned at the time the vacation is commenced.

- 18.11 Upon separation from service, employee shall be entitled to lump sum compensation for all earned, vested and unused vacation which has not been lost through the operation of this article, or the Merit System Rules and Regulations.
- 18.12 The Employer may allow, upon request, classified unit member to interrupt or terminate vacation leave in order to be on another type of paid leave without a return to active service, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

**ARTICLE 19      HOLIDAYS**

- 19.1      The Employer agrees to provide all eligible unit members with the following paid holidays (see next page).
- 19.2      The Employer shall set the date of each holiday annually and shall make available an office calendar on which the dates shall be listed.
- 19.3      All eligible unit members will be entitled to payment for authorized holidays, provided that they were employed on the holiday and in paid status their last working day immediately preceding or succeeding the holiday (the floating holiday in lieu of Admission Day shall accrue on a unit members' first scheduled work day between July 1<sup>st</sup> and September 9<sup>th</sup>.)
- 19.4      Because of the Employer's need to provide services to independently operated school districts, employees in this unit whose work is dependent upon student contact may be required by the Employer to observe holidays on days other than those listed in the County Office of Education holiday calendar. Unit members are to receive a copy of their program/site calendar as soon as available. If the Employer requires a unit member to work on these holidays, the unit member may take another day off within ninety (90) working days in lieu of that holiday provided that such holiday will provide for at least a three (3) day weekend if the employee so desires.
- 19.5      The two days of choice during winter break shall accrue on the last working day prior to the start of the winter recess period.
  - 19.5.1      In any year that exceeds 261 work days, employees will receive an additional Floating Holiday for each day over 261.
  - 19.5.2      The Floating Holiday will accrue on the first day of each fiscal year. The Floating Holiday is available for use by the unit member on or after the first date of paid service for the unit member. Unit members must use the Floating Holiday by June 30. The Floating Holiday shall not carry-over to the subsequent year.
- 19.6      Employees will be eligible for payment for Memorial Day pursuant to 19.3. In addition, an employee who is in paid status in the week preceding Memorial Day will be entitled to payment for the Memorial Day holiday.

## HOLIDAY CALENDAR

<u>HOLIDAY</u>	<u># OF DAYS ALLOWED</u>
Independence Day	1
Labor Day	1
* Veteran's Day	1
Thanksgiving	2
Christmas	1
New Year's Day	1
Two Days of Choice during Winter Break	2***
* Martin Luther King Jr. Day	1
* Lincoln's Day	1
* Washington's Day	1
* Spring Vacation Day	1
Memorial Day	1
Juneteenth	1**
Floating Holiday (in lieu of Admission Day)	<u>1</u>
	16

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\* If the Employer requires a unit member to work on these holidays, the unit member may take another day off within ninety (90) working days in lieu of that holiday provided that such holiday will provide for at least a three (3) day weekend if the employee so desires.

\*\* The Floating Holiday, if earned, must be taken prior to June 30 of each year with the date selected by the unit member and approved by the supervisor.

\*\*\* The second day of choice during winter break will become effective for the 2000-01 winter break.

**ARTICLE 20**

**EMPLOYER'S RIGHTS AND RESPONSIBILITIES**

20.1 The County Board of Education and the County Superintendent of Schools retain, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement. Except as limited by the terms of this agreement or as otherwise required by the Merit System Rules and Regulations or state law, the rights, powers and authority retained solely and exclusively by the County Board of Education and the County Superintendent of Schools and not abridged herein, included, but are not limited to the following:

To manage and direct its business and personnel except as limited by the terms of this Agreement; to determine the mission of its departments, building facilities and operations except as limited by the terms of this Agreement; to create, change combine positions, departments and facilities in whole or part except as limited by the terms of this Agreement; to subcontract accordingly to law, abolish jobs, or discontinue work for lack of funds or lack of work except as limited by the terms of this Agreement; to determine the number of employees by the terms of this Agreement; to determine the number of employees needed, to hire, transfer, promote, and maintain work standards, schedules of operation and reasonable work load except as limited by the terms of this Agreement; to specify or assign work requirements and require overtime except as limited by the terms of this Agreement; to schedule working hours and shifts except as limited by the terms of this Agreement; to adopt rules of conduct and penalties for violation thereof except as limited by the terms of this Agreement; to determine the type and scope of work to be performed and the services to be provided except as limited by the terms of this Agreement; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency which is defined as a situation in which the lives and/or safety of students or employees are endangered; a financial crisis in which the County Office of Education is unable to fund mandated expenses; a situation in which it would be impossible to conduct the normal business of the County Office of Education provided the exercise of the foregoing does not conflict or violate the lawful rights of unit employees. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County Board of Education and the County Superintendent of Schools by any law regulating, authorizing or empowering the County Board of Education and the County Superintendent of Schools to act or refrain from acting except as limited by the terms of this Agreement.

**ARTICLE 21**

**PEACEFUL PERFORMANCE**

21.1

During the life of this Agreement, the Association agrees that the unit members will not strike, slowdown or participate in a work-stoppage or sick-out. Likewise, the County Superintendent of Schools agrees not to lock out the unit employees.

**ARTICLE 22**      **WAIVER CLAUSE**

- 22.1      This Agreement sets forth, in writing, the full and entire understanding of the parties regarding the matters set forth herein.
  
- 22.2      It is agreed and understood that the parties hereto waive their rights to renegotiate any matter covered herein during the term of this contract.
  
- 22.3      Nothing in this paragraph shall preclude the parties from mutually agreeing, in writing, to negotiate on any issue(s) contained herein during the term of this Agreement.
  
- 22.4      No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall, in any manner, be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County Board of Education and the County Superintendent of Schools and the California School Employees Association, El Dorado County Chapter #488.
  
- 22.5      The waiver, by mutual agreement and in writing, of any terms or conditions of this contract shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE 23      WAGES**

23.1 Agreement shall be adjusted to reflect, in its Salary Schedules, the negotiated compensation for a two-year settlement, per the table below.

23.2 Effective and retroactive to July 1, 2025, all classified unit member salary schedules shall be increased by 2%.

Effective July 1, 2026, all classified unit member salary schedules shall be increased by 2%.

23.3 Longevity shall be subject by the terms below:

1. After having completed five (5) full years of service with the El Dorado County Office of Education, unit members will receive \$58.00 per month, in addition to the normal salary, for recognition of longevity with the El Dorado County Office of Education.
2. After having completed nine (9) full years of service with the El Dorado County Office of Education, full time unit members will receive \$133.00 per month, in addition to the normal salary, for recognition of longevity with the El Dorado County Office of Education.
3. After having completed twelve (12) full years of service with the El Dorado County Office of Education, full time unit members will receive \$183.00 per month, in addition to the normal salary, for recognition of longevity with the El Dorado County Office of Education.
4. After having completed fifteen (15) full years of service with the El Dorado County Office of Education, full time unit members will receive \$233.00 per month, in addition to the normal salary, for recognition of longevity with the El Dorado County Office of Education.
5. After having completed eighteen (18) full years of service with the El Dorado County Office of Education, full time unit members will receive \$283.00 per month, in addition to the normal salary, for recognition of longevity with the El Dorado County Office of Education.
6. After having completed twenty (20) full years of service with the El Dorado County Office of Education, full time unit members will receive \$333.00 per month, in addition to the normal salary, for recognition of longevity with the El Dorado County Office of Education.
7. After having completed twenty-five (25) full years of service with the El Dorado County Office of Education, full time unit members will receive \$383.00 per month, in addition to the normal salary, for recognition of longevity with the El Dorado County Office of Education.

8. Persons working less than full time, and who are eligible for a longevity benefit, shall receive a prorated share on the same basis as their work assignment compares to that of a full time employee.

23.4 Classifications shall have any necessary range adjustments made effective with the first full payroll period after ratification of this agreement by both parties to comply with the results of the Classification and Compensation Study.

**ARTICLE 24**            **TRANSPORTATION**

24.1            **Definitions**

- 24.1.1 Seniority is determined by the length of service beginning with the current continuous employment period. As of January 2004, in the event of a tie, a lottery will be held. Ties that occurred and have been resolved prior to January 2004, shall be grandfathered in and no additional lottery will be held.
- 24.1.2 Extra Work shall mean any assignment(s) over and above a driver's regular (ratified) hours.
- 24.1.3 Route is defined as a regular home-to-school, school-to-home, and/or regularly scheduled mid-day trip.

24.2            **Bidding Procedure**

- 24.2.1 In the event a driver cannot attend the route bidding due to illness, emergency or other compelling reason, they may delegate their route selection rights in writing to a designee, or Transportation Director, who may select a route in their absence. In the event prior written authorization cannot be obtained, authorization may be given by verbal discussion with the Transportation Director.
- 24.2.2 All regular drivers shall submit their bids in order of the drivers' seniority. EDCOE shall assign these routes according to the drivers' bids, provided the driver is qualified to drive the vehicle. The time assigned to a driver shall remain in effect until the next bidding process. If route length decreases between bids, EDCOE is responsible for providing alternate work equal to the reduction in hours. If the driver declines the alternate work, he/she may take the lost time as leave without pay. The availability of other leave provisions remains in effect.

- 24.2.3 Bidding shall take place three to seven calendar days prior to the earliest start date for a school district which EDCOE provides transportation. Notice of the time and place of bidding and information concerning routes will be distributed to drivers at least one week prior to bid date. The new route assignments will take effect on the driver's next scheduled work day. Once a route has been signed for on the official route bid sheet, the selection is final.
- 24.2.4 Information concerning routes will be available, e.g., vehicle to be used; time driver reports for work and concludes their work assignment; designated satellite site; schools to be served; special equipment needs; routes, and/or vehicle; one week prior to the bid.
- 24.2.5 Revised route information must be submitted to the drivers 48 hours prior to the bid in the event that the route information changed after distribution to the drivers. EDCOE shall post, distribute to transportation department mailboxes, and email drivers the revised route information at least 48 hours prior to the scheduled bid.

### 24.3

#### **Changing Service Needs**

##### 24.3.1 Changes in Assigned Time

Changing service needs may alter coverage required and necessitate changes in time assigned to routes, which may increase the time regularly assigned to the driver. If route time is increased, additional time will be added to the route. If the route time is decreased, the unit member shall be assigned additional work within their job description up to the amount of time the route was originally bid. Such changes shall not cause a new bidding process to occur, but the change will be incorporated in the next bidding process.

##### 24.3.2 New Routes/Mid-Year Vacancies

If a route becomes available during the school year for any reason, the route shall be made available for bidding within 15 business days.

Bidding will be allowed for 5 business days, and will be awarded based on seniority.

Should subsequent routes become available as a result of this bid, the subsequent routes shall also be made available for bidding within 15 business days and will be awarded based on seniority, to the most senior driver who submitted a written bid.

Bidding shall cease after three bids (including the bid for the newly available route) and any subsequent route availability shall be assigned based on EDCOE discretion.

#### 24.3.3 Adding of Runs Mid-Year

If a run becomes available that may be added to an established route during the year, it shall cause the bidding process to be implemented as above. Bidding will be for the additional run only and awarded based on seniority. The successful driver will have the additional time added to their present assignment.

#### 24.4 **Route Hours and Calendar**

For bidding purposes, no regularly scheduled route shall exceed eight hours per day.

24.5 All drivers shall operate from the same unified school calendar as developed by EDCOE.

#### 24.6 **ESY Route Selection**

24.6.1 The Transportation Director or designee will determine all routes.

24.6.2 Drivers will be asked to indicate their interest in driving the respective break by submitting the ESY interest form two weeks prior to the start of the extended school year.

ESY routes will be initially assigned based on seniority and route duration.

Route sheets will be presented to the interested drivers in order of seniority for selection by the close of business the day prior to the start of the extended school year.

Drivers will indicate selection of their route by signing the bottom of the route sheet.

24.6.3 For ESY, drivers will be paid for actual time worked. There are no guaranteed hours.

- 24.6.4 For summer session only: As students are added, leave school, or route change, the Transportation Director or designee will adjust routes so that the most senior drivers maintain the most driving time. Time will be taken from substitute drivers and less senior drivers to fill in a senior driver's time. A student will not be taken from another driver to fill in on a more senior driver's route if that student will require more transportation time because of the move. Routes will be adjusted as necessary.
- 24.6.5 For summer session only: Drivers need to complete the Summer Route Change form and indicate that they are in need of more time in order for a change to occur in their route.
- 24.6.6 Substitutes will be used only to fill in when regular drivers have been given the maximum amount of driving time possible.

24.7 **Vehicle Parking**

Routes will start and end at designated satellite sites or EDCOE.

24.8 **Recording Equipment**

- 24.8.1 Every EDCOE vehicle used for student transportation shall be equipped with recording equipment to capture both video and audio.
- 24.8.2 EDCOE shall install notices in each vehicle in which recording equipment is installed notifying the occupants that the vehicle is subject to video and audio recording.
- 24.8.3 The Transportation Director and applicable unit members shall be trained in the proper utilization and operation of the recording equipment.
- 24.8.4 The intent and purpose of the recording equipment, including GPS, is the safety and security of EDCOE students, staff, and equipment.
- 24.8.5 Accessing recordings produced from the recording equipment will only be performed by EDCOE Administration.
- 24.8.6 EDCOE shall not use video or audio recording equipment installed in EDCOE vehicles for real-time monitoring of a unit members'

work or work habits.

- 24.8.7 GPS data shall be used only for the purpose of determining vehicle location and/or in the event of an emergency. GPS shall not be used for real-time monitoring of a unit members' work or work habits.
- 24.8.8 Recordings produced by the recording equipment shall be retained by EDCOE for at least thirty (30) calendar days.
- 24.8.9 If recordings are being reviewed as a result of a personnel investigation, recordings shall be made available to CSEA upon request.
- 24.8.10 EDCOE shall be solely responsible for the maintenance, repair, and replacement of recording equipment.

**ARTICLE 25**

**PERSONNEL FOLDER**

25.1 The Personnel Services Department of the El Dorado County Office of Education shall maintain all permanent records for all unit members in the personnel file.

Within each member's file there will be four folders:

- a) The personnel folder for employment data;
- b) The evaluation folder for all performance related data;
- c) The payroll folder; and
- d) The retirement folder.

25.2 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the person involved.

25.3 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

25.4 Every unit member shall have the right to inspect such materials upon request, provided that the request is made for a time when such person is not actually required to render services to the Employer.

25.5 Information of a derogatory nature, except material mentioned in 25.3 of this article, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.

25.6 The unit member shall be notified of the data when any derogatory material will be placed in the personnel file. The unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The unit member shall be given an opportunity during the workday when the unit member is not responsible for students to review and prepare his/her response, without loss of compensation.

**ARTICLE 26**

**DISCIPLINARY ACTION**

26.1 Persons employed in the classified service are subject to disciplinary actions and appeals pursuant to the Merit System Rules and Regulations, Chapter 7. The article below repeats the causes for disciplinary action. This article will automatically be updated as Merit System Rules and Regulations are revised.

26.2 Disciplinary Actions and Appeals

Causes for Disciplinary Action (Ed. Code §§ 44010, 45123, 45124, and 45303)

Persons employed in the classified service may be suspended, demoted, or dismissed for any of the following causes. Specific instances must be set forth as to any of the causes enumerated.

- A. Incompetency - A pattern of below standard work performance.
- B. Inefficiency - The continued inability to perform the assigned duties of the position.
- C. Insubordination - Knowingly refusing to perform lawful and reasonable assigned duties.
- D. Inattention to or Dereliction of Duty - A pattern of continued neglect or dereliction in the performance of assigned duties.
- E. Willful and persistent violation of the Education Code, of rules and regulations, and/or procedures adopted by the County Office when such procedures are made known to the employee in writing.
- F. Knowingly falsifying or withholding any material information supplied on application forms and employment records.
- G. Possession of open alcoholic beverage containers on County Office property, drinking alcoholic beverages on County Office property, or being intoxicated while on duty.
- H. The use or possession while on duty of illegal drugs.
- I. Arrested, being formally charged, and convicted on a sex offense as defined in the Education Code §44010 or determination of as a sexual psychopath pursuant to the Education Code §45124.
- J. Arrested, being formally charged, and convicted of a narcotics offense as defined in Education Code §44011.
- K. Engaging in political activities during assigned hours of duty.
- L. Conviction of a crime involving moral turpitude.
- M. Carrying out an unprovoked physical attack on a pupil, a member of the public, another County Office employee, or a County Office official during assigned hours of duty.

- N. Repeated unexcused absence or tardiness, abuse of leave privileges, or absence without notification.
- O. Abandonment of position - Failure to report to duty for three (3) consecutive working days without notification or permission (except in the case of a dire emergency).
- P. Violation of local, state, or federal law which results in the cancellation or suspension of a license required for the performance of the assigned duties.
- Q. Dishonesty, theft, willful misuse for personal gain, and/or willful destruction of County Office property.

**ARTICLE 27**      **LAYOFF PROCEDURE**

27.1      Persons employed in the classified service are subject to layoff procedures as outlined in education code and the Merit System Rules and Regulations, Chapter 6. The article below repeats the Layoff Procedures as outlined in Merit System. This article will automatically be updated as Merit System Rules and Regulations are revised.

27.2      **Procedure Regarding Layoff** (*Education Codes §45115, 45117, and 45308*)

- A. When classified employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have least seniority, and, therefore, shall be laid off first.
- B. Employees to be laid off, pursuant to Education Code section 45117, shall be notified by the Superintendent or the Superintendent's designee no later than March 15<sup>th</sup>. The names of unit members who requested a hearing or waived their right to a hearing shall be provided to the CSEA President
- C. The names of permanent and probationary employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority. Persons on this list shall remain eligible for a period of 39 months from the day of layoff.
- D. For purposes of this section, "Seniority" is defined as stated in Article 5, Section 5.9, and Article 11, Section 11.1 of the negotiated agreement between the County Superintendent of Schools and the California School Employee Association Chapter 488, "seniority is determined by the length of service beginning with the current continuous employment period." Nothing contained in this section shall preclude the granting of "length of service" credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave.
- E. Specially Funded Programs: In accordance with Education Code section 45117(9), when, as a result of the expiration of a specially funded program, classified unit positions are going to be eliminated at the end of the school year, and unit member(s) will be subject to layoff for lack of funds, the unit members to be laid off the end of such program shall be given written notice of not less sixty (60) days prior to the effective date of the layoff. If the termination of not any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of lay off.

**Rights of Employees Laid Off for Lack of Work or Funds**

In addition to the procedure and rights prescribed in Rule 6.80.1, permanent employees in the classified service have the following rights:

- A. Bumping – A permanent employee in the classified service who is laid off from a class and who has previous service in an equal or lower class shall have the right to bump an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.
- B. Reemployment – They shall be eligible to be reemployed for a period of 39 months and shall be reemployed in preference to new applicants and shall have the right to participate in promotional examinations within such period.
- C. Voluntary Demotion or Voluntary Reduction – Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months provided that the same tests of fitness under which they qualified for appointment to the class still apply. The Personnel Commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

FOR USE WITH SALARY SCHEDULES D and E		
CLASSIFICATION TITLES AND SALARY DESIGNATION OF UNIT MEMBERS		
	SALARY	SALARY
CLASSIFICATION	SCHEDULE	RANGE
Account Technician	D	26
Benefits Technician	D	30
Building and Grounds Maintenance Worker	D	25
Child Development Classroom Assistant I (new in 2020)	F	14
Child Development Classroom Assistant II (new in 2020)	F	15 <sup>1/4</sup>
Communications Specialist	D	40
Community Health Worker	D	23
Cook	D	16
Courier	D	24
Credentials Analyst	D	37
Custodian	D	20 <sup>5</sup>
Dispatcher	D	29
Driver - Special Services	D	18 <sup>3</sup>
Family Service Associate	F	19
Family Service Specialist	F	36
Graphic Arts, Printing and Production Specialist	D	38
Grounds Maintenance Worker	D	20
Health Assistant - Special Services	D	16
Health Assistant II - Special Services	D	18
Help Desk Technician	D	35
Human Resources Technician	D	30
Indian Education Liaison (Restricted)	D	27 <sup>1</sup>
Instructional Assistant	D	16
Instructional Assistant - Autism	D	18
Instructional Support Specialist	D	25
Interpreter/Instructional Asst. Visually Impaired I	D	24
Interpreter/Instructional Asst. Visually Impaired II	D	27
Interpreter/Instructional Asst. Visually Impaired III	D	30
Job Coach - Special Services	D	18
Lead Building and Grounds Maintenance	D	32
Lead Custodian	D	24
Lead Driver/Instructor	D	29
Lead Driver I - Special Services	D	23
Lead Driver II - Special Services	D	26
Licensed Vocational Nurse	D	30
Licensed Vocational Nurse/Instructional Asst.	D	28
Licensed Voc. Nurse/RN Specialist	D	40/41

Low Incidence Instructional Assistant for Students with Low Incidence Disabilities	D	24
Media Production Specialist	D	38
Payroll Specialist	D	33
Program Assistant	D	29
Program Technician	D	31
Registered Behavior Technician	D	30
Registered Nurse (non-cert.)	D	32
Retirement Specialist	D	35
Secretary I	D	23
Secretary II	D	26
Systems Technician	D	39
Together We Grow Family Specialist	D	29 <sup>6</sup>
Warehouser	D	26
Wellness Coach I/II	D	28 <sup>7</sup>
<sup>1</sup> Special Funding Regulations		
<sup>2</sup> Determined by Program		
<sup>3</sup> +10% differential when assigned to a bus		
<sup>4</sup> +5% differential pay for verification of Associate of Arts degree for Head Start/Early Head Start Child Development Classroom Assistant II positions effective, 7/1/2009 and Family Service Associate positions effective 7/1/2025		
<sup>5</sup> +5% differential for night shift		
<sup>6</sup> +5% differential pay for verification of Associate of Arts or Bachelor's Degree for Together We Grow Family Specialist effective 8/26/15		
<sup>7</sup> +10% differential for Wellness Coach II Certification		
Bilingual and/or Biliterate positions will receive 5% differential pay		
Revised 7/10/2025		

EL DORADO COUNTY OFFICE OF EDUCATION  
SALARY SCHEDULE D (01M, 41H)

Classified Employees  
(Exclusive of Restricted Programs - see also schedule F)  
Fiscal Year 2025-26  
Effective 07/01/25 - 06/30/26

APPROVED: Date: Aug 11, 2025  
*Ed Manansala*  
Edward Manansala (Aug 11, 2025 13:09:09 PDT)  
Dr. Ed Manansala, County Supt. of Schools

Human Resources  
Accounting *dl nl CA*  
Educ. Services *44*  
Admin. Services *W*  
2.00%

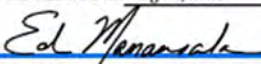
Revision Effective  
2025-26 Changes: 6/27/25 7/1/25 Rolled from prior year  
7/18/25 7/1/25 2% on schedule increase

Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Range
	Mo	Hr	Mo	Hr	Mo	Hr	Mo	Hr	Mo	Hr	Mo	Hr	Mo	Hr	
15	3,319.92	19.08	3,488.70	20.05	3,664.44	21.06	3,850.62	22.13	4,045.50	23.25	4,250.82	24.43	4,322.16	24.84	15
16	3,403.44	19.56	3,575.70	20.55	3,756.66	21.59	3,946.32	22.68	4,146.42	23.83	4,356.96	25.04	4,430.04	25.46	16
17	3,488.70	20.05	3,664.44	21.06	3,850.62	22.13	4,045.50	23.25	4,250.82	24.43	4,464.84	25.66	4,539.66	26.09	17
18	3,575.70	20.55	3,756.66	21.59	3,946.32	22.68	4,146.42	23.83	4,356.96	25.04	4,577.94	26.31	4,654.50	26.75	18
19	3,664.44	21.06	3,850.62	22.13	4,045.50	23.25	4,250.82	24.43	4,464.84	25.66	4,691.04	26.96	4,771.08	27.42	19
20	3,756.66	21.59	3,946.32	22.68	4,146.42	23.83	4,356.96	25.04	4,577.94	26.31	4,809.36	27.64	4,889.40	28.10	20
21	3,850.62	22.13	4,045.50	23.25	4,250.82	24.43	4,464.84	25.66	4,691.04	26.96	4,929.42	28.33	5,011.20	28.80	21
22	3,946.32	22.68	4,146.42	23.83	4,356.96	25.04	4,577.94	26.31	4,809.36	27.64	5,052.96	29.04	5,136.48	29.52	22
23	4,045.50	23.25	4,250.82	24.43	4,464.84	25.66	4,691.04	26.96	4,929.42	28.33	5,178.24	29.76	5,265.24	30.26	23
24	4,146.42	23.83	4,356.96	25.04	4,577.94	26.31	4,809.36	27.64	5,052.96	29.04	5,308.74	30.51	5,397.48	31.02	24
25	4,250.82	24.43	4,464.84	25.66	4,691.04	26.96	4,929.42	28.33	5,178.24	29.76	5,440.98	31.27	5,531.46	31.79	25
26	4,356.96	25.04	4,577.94	26.31	4,809.36	27.64	5,052.96	29.04	5,308.74	30.51	5,576.70	32.05	5,670.66	32.59	26
27	4,464.84	25.66	4,691.04	26.96	4,929.42	28.33	5,178.24	29.76	5,440.98	31.27	5,715.90	32.85	5,811.60	33.40	27
28	4,577.94	26.31	4,809.36	27.64	5,052.96	29.04	5,308.74	30.51	5,576.70	32.05	5,858.58	33.67	5,957.76	34.24	28
29	4,691.04	26.96	4,929.42	28.33	5,178.24	29.76	5,440.98	31.27	5,715.90	32.85	6,004.74	34.51	6,105.66	35.09	29
30	4,809.36	27.64	5,052.96	29.04	5,308.74	30.51	5,576.70	32.05	5,858.58	33.67	6,156.12	35.38	6,258.78	35.97	30
31	4,929.42	28.33	5,178.24	29.76	5,440.98	31.27	5,715.90	32.85	6,004.74	34.51	6,309.24	36.26	6,415.38	36.87	31
32	5,052.96	29.04	5,308.74	30.51	5,576.70	32.05	5,858.58	33.67	6,156.12	35.38	6,467.58	37.17	6,575.46	37.79	32
33	5,178.24	29.76	5,440.98	31.27	5,715.90	32.85	6,004.74	34.51	6,309.24	36.26	6,629.40	38.10	6,740.76	38.74	33
34	5,308.74	30.51	5,576.70	32.05	5,858.58	33.67	6,156.12	35.38	6,467.58	37.17	6,794.70	39.05	6,909.54	39.71	34
35	5,440.98	31.27	5,715.90	32.85	6,004.74	34.51	6,309.24	36.26	6,629.40	38.10	6,965.22	40.03	7,081.80	40.70	35
36	5,576.70	32.05	5,858.58	33.67	6,156.12	35.38	6,467.58	37.17	6,794.70	39.05	7,139.22	41.03	7,259.28	41.72	36
37	5,715.90	32.85	6,004.74	34.51	6,309.24	36.26	6,629.40	38.10	6,965.22	40.03	7,316.70	42.05	7,440.24	42.76	37
38	5,858.58	33.67	6,156.12	35.38	6,467.58	37.17	6,794.70	39.05	7,139.22	41.03	7,499.40	43.10	7,626.42	43.83	38
39	6,004.74	34.51	6,309.24	36.26	6,629.40	38.10	6,965.22	40.03	7,316.70	42.05	7,687.32	44.18	7,816.08	44.92	39
40	6,156.12	35.38	6,467.58	37.17	6,794.70	39.05	7,139.22	41.03	7,499.40	43.10	7,880.46	45.29	8,012.70	46.05	40
41	6,309.24	36.26	6,629.40	38.10	6,965.22	40.03	7,316.70	42.05	7,687.32	44.18	8,077.08	46.42	8,212.80	47.20	41
42	6,467.58	37.17	6,794.70	39.05	7,139.22	41.03	7,499.40	43.10	7,880.46	45.29	8,278.92	47.58	8,418.12	48.38	42
43	6,629.40	38.10	6,965.22	40.03	7,316.70	42.05	7,687.32	44.18	8,077.08	46.42	8,485.98	48.77	8,628.66	49.59	43
44	6,794.70	39.05	7,139.22	41.03	7,499.40	43.10	7,880.46	45.29	8,278.92	47.58	8,698.26	49.99	8,844.42	50.83	44
45	6,965.22	40.03	7,316.70	42.05	7,687.32	44.18	8,077.08	46.42	8,485.98	48.77	8,915.76	51.24	9,065.40	52.10	45

Based on a 261 day work year, 8 hours per day, 12 months per year  
Student Workers: (greater of state or federal minimum wage) per hour and school credit (except for workability placements)  
Student Workability Workers: Worker - CA minimum wage, Trainee - 85% of CA minimum wage first 160 hours  
Youth/Student Intern: (greater of state or federal minimum wage)  
Child Care Provider (greater of state or federal minimum wage)

2025-26 Elements		Classified Employees	Salary Schedule D
Section	Item	Description	
Benefits	Benefits	<ul style="list-style-type: none"> <li>• <b>Medical Insurance:</b> <ul style="list-style-type: none"> <li>a) Effective July 1, 2025 employer contribution for medical coverage is: \$600 for employees working 0.5 FTE or more.</li> </ul> </li> <li>b) <b>Dental Insurance:</b> <ul style="list-style-type: none"> <li>a) Delta Dental-100% Family</li> </ul> </li> <li>c) <b>Vision:</b> <ul style="list-style-type: none"> <li>a) Vision Service Plan- 100% Family – Except employee paid contact lens coverage</li> </ul> </li> <li>d) <b>Life Insurance:</b> <ul style="list-style-type: none"> <li>a) The Standard – 100% Employer Paid for Basic Life</li> </ul> </li> <li>e) <b>Income Protection Insurance:</b> <ul style="list-style-type: none"> <li>a) American Fidelity Income Protection Plan-100% Employer Paid</li> </ul> </li> <li>f) <b>Other Benefits:</b> <ul style="list-style-type: none"> <li>a) Employee Assistance Program (EAP)-100% Family; Effective 7/1/2018, EAP is 100% employer paid.</li> <li>b) Section 125 Plan - Optional</li> </ul> </li> </ul>	
Benefits	Sick	<ul style="list-style-type: none"> <li>• Sick Leave is accumulated on the basis of one day per month.</li> </ul>	
Benefits	Holidays	<ul style="list-style-type: none"> <li>• All holidays specified in the contract (Article 19).</li> </ul>	
Benefits	Vacation	<ul style="list-style-type: none"> <li>• Annual vacation accrual: (Effective 10/5/83) <ul style="list-style-type: none"> <li>1 to 5 = 12 Days</li> <li>6 to 10 = 15 Days</li> <li>11 to 15 = 18 Days</li> <li>16 to 19 = 21 Days</li> <li>20+ = 23 Days</li> </ul> </li> <li>• Accumulation is limited to the annual accrual, with any excess paid at the close of each fiscal year. The Superintendent or authorized representative may allow additional accumulation.</li> </ul>	
Salary	Longevity Stipend	<ul style="list-style-type: none"> <li>• Beginning July 1, 2023, qualifying Schedule D members shall receive a longevity stipend as follows: \$58 (per month) at completion of year 5; \$133 (per month) at completion of year 9; \$183 (per month) at completion of year 12; \$233 (per month) at completion of year 15; \$283 (per month) at completion of year 18; \$333 (per month) at completion of year 20; \$383 (per month) at completion of year 25.</li> </ul>	
Salary	Master's Stipend	<ul style="list-style-type: none"> <li>• Beginning July 1, 2018, all unit members who, by September 1, present evidence of an earned master's degree and/or doctorate will be paid \$1,200 per year, in equal installments, at the end of each month. Only one stipend, master's or doctorate, shall be paid per unit member per year.</li> </ul>	
Salary	Differential Pay	<ul style="list-style-type: none"> <li>• 10% differential pay for Bus Driver positions</li> <li>• 5% differential pay for Bilingual/Biliterate positions</li> <li>• 5% shift differential pay for evening Custodian positions</li> </ul>	
Salary	Professional Growth	<ul style="list-style-type: none"> <li>• Effective July 1, 2018, unit members will be eligible for reimbursement at the successful completion of each unit. The maximum number of units that may be claimed for reimbursement is nine (9) units per year, July 1 through June 30. The maximum dollar amount that a unit member shall qualify for is four hundred and five dollars (\$405) per year, July 1 through June 30. Unit members earning less than nine (9) units shall receive a pro-rated amount based on the number of units earned.</li> </ul>	

**EL DORADO COUNTY OFFICE OF EDUCATION**  
**SALARY SCHEDULE F (03M, 42H)**  
Classified Child Development Employees  
Fiscal Year 2025-26  
Effective 07/01/25 - 06/30/26

APPROVED: Date: Aug 11, 2025  
  
Edward Manansala (Aug 11, 2025 13:13:06 PDT)  
Dr. Ed Manansala, County Supt. of Schools

Human Resources  
Accounting *dl nl CA*  
Educ. Services *W*  
Admin. Services *W*  
2.00%

Revision Effective  
2025-26 Changes: 6/27/25 7/1/25 Rolled from prior year  
7/18/25 7/1/25 2% on schedule increase

Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Range
	Mo	Hr	Mo	Hr	Mo	Hr	Mo	Hr	Mo	Hr	Mo	Hr	Mo	Hr	
14	3,050.22	17.53	3,205.08	18.42	3,366.90	19.35	3,537.42	20.33	3,716.64	21.36	3,904.56	22.44	3,970.68	22.82	14
15	3,126.78	17.97	3,285.12	18.88	3,450.42	19.83	3,626.16	20.84	3,808.86	21.89	4,002.00	23.00	4,069.86	23.39	15
16	3,205.08	18.42	3,366.90	19.35	3,537.42	20.33	3,716.64	21.36	3,904.56	22.44	4,102.92	23.58	4,170.78	23.97	16
17	3,285.12	18.88	3,450.42	19.83	3,626.16	20.84	3,808.86	21.89	4,002.00	23.00	4,205.58	24.17	4,275.18	24.57	17
18	3,366.90	19.35	3,537.42	20.33	3,716.64	21.36	3,904.56	22.44	4,102.92	23.58	4,309.98	24.77	4,383.06	25.19	18
19	3,450.42	19.83	3,626.16	20.84	3,808.86	21.89	4,002.00	23.00	4,205.58	24.17	4,417.86	25.39	4,492.68	25.82	19
20	3,537.42	20.33	3,716.64	21.36	3,904.56	22.44	4,102.92	23.58	4,309.98	24.77	4,527.48	26.02	4,604.04	26.46	20
21	3,626.16	20.84	3,808.86	21.89	4,002.00	23.00	4,205.58	24.17	4,417.86	25.39	4,640.58	26.67	4,718.88	27.12	21
22	3,716.64	21.36	3,904.56	22.44	4,102.92	23.58	4,309.98	24.77	4,527.48	26.02	4,757.16	27.34	4,837.20	27.80	22
23	3,808.86	21.89	4,002.00	23.00	4,205.58	24.17	4,417.86	25.39	4,640.58	26.67	4,875.48	28.02	4,959.00	28.50	23
24	3,904.56	22.44	4,102.92	23.58	4,309.98	24.77	4,527.48	26.02	4,757.16	27.34	4,999.02	28.73	5,082.54	29.21	24
25	4,002.00	23.00	4,205.58	24.17	4,417.86	25.39	4,640.58	26.67	4,875.48	28.02	5,122.56	29.44	5,209.56	29.94	25
26	4,102.92	23.58	4,309.98	24.77	4,527.48	26.02	4,757.16	27.34	4,999.02	28.73	5,251.32	30.18	5,340.06	30.69	26
27	4,205.58	24.17	4,417.86	25.39	4,640.58	26.67	4,875.48	28.02	5,122.56	29.44	5,381.82	30.93	5,472.30	31.45	27
28	4,309.98	24.77	4,527.48	26.02	4,757.16	27.34	4,999.02	28.73	5,251.32	30.18	5,517.54	31.71	5,609.76	32.24	28
29	4,417.86	25.39	4,640.58	26.67	4,875.48	28.02	5,122.56	29.44	5,381.82	30.93	5,655.00	32.50	5,750.70	33.05	29
30	4,527.48	26.02	4,757.16	27.34	4,999.02	28.73	5,251.32	30.18	5,517.54	31.71	5,795.94	33.31	5,893.38	33.87	30
31	4,640.58	26.67	4,875.48	28.02	5,122.56	29.44	5,381.82	30.93	5,655.00	32.50	5,942.10	34.15	6,041.28	34.72	31
32	4,757.16	27.34	4,999.02	28.73	5,251.32	30.18	5,517.54	31.71	5,795.94	33.31	6,090.00	35.00	6,192.66	35.59	32
33	4,875.48	28.02	5,122.56	29.44	5,381.82	30.93	5,655.00	32.50	5,942.10	34.15	6,241.38	35.87	6,347.52	36.48	33
34	4,999.02	28.73	5,251.32	30.18	5,517.54	31.71	5,795.94	33.31	6,090.00	35.00	6,397.98	36.77	6,505.86	37.39	34
35	5,122.56	29.44	5,381.82	30.93	5,655.00	32.50	5,942.10	34.15	6,241.38	35.87	6,558.06	37.69	6,667.68	38.32	35
36	5,251.32	30.18	5,517.54	31.71	5,795.94	33.31	6,090.00	35.00	6,397.98	36.77	6,721.62	38.63	6,834.72	39.28	36
37	5,381.82	30.93	5,655.00	32.50	5,942.10	34.15	6,241.38	35.87	6,558.06	37.69	6,890.40	39.60	7,005.24	40.26	37
38	5,517.54	31.71	5,795.94	33.31	6,090.00	35.00	6,397.98	36.77	6,721.62	38.63	7,062.66	40.59	7,180.98	41.27	38
39	5,655.00	32.50	5,942.10	34.15	6,241.38	35.87	6,558.06	37.69	6,890.40	39.60	7,238.40	41.60	7,360.20	42.30	39
40	5,795.94	33.31	6,090.00	35.00	6,397.98	36.77	6,721.62	38.63	7,062.66	40.59	7,419.36	42.64	7,544.64	43.36	40
41	5,942.10	34.15	6,241.38	35.87	6,558.06	37.69	6,890.40	39.60	7,238.40	41.60	7,605.54	43.71	7,732.56	44.44	41
42	6,090.00	35.00	6,397.98	36.77	6,721.62	38.63	7,062.66	40.59	7,419.36	42.64	7,795.20	44.80	7,925.70	45.55	42
43	6,241.38	35.87	6,558.06	37.69	6,890.40	39.60	7,238.40	41.60	7,605.54	43.71	7,990.08	45.92	8,124.06	46.69	43
44	6,397.98	36.77	6,721.62	38.63	7,062.66	40.59	7,419.36	42.64	7,795.20	44.80	8,190.18	47.07	8,327.64	47.86	44
45	6,558.06	37.69	6,890.40	39.60	7,238.40	41.60	7,605.54	43.71	7,990.08	45.92	8,395.50	48.25	8,536.44	49.06	45

Based on a 261 day work year, 8 hours per day, 12 months per year  
Student Workers: (greater of state or federal minimum wage) per hour and school credit (except for workability placements)  
Child Care Provider (greater of state or federal minimum wage)

<b>2025-26 Elements</b>	<b>Classified Head Start and Early Head Start Employees</b>	<b>Salary Schedule F</b>
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Section	Item	Description
Benefits	Benefits	<ul style="list-style-type: none"> <li>• <b>Medical Insurance:</b> <ul style="list-style-type: none"> <li>a) Effective July 1, 2025 employer contribution for medical coverage is: \$600 for employees working 0.5 FTE or more.</li> </ul> </li> <li>• <b>Dental Insurance:</b> <ul style="list-style-type: none"> <li>a) Delta Dental-100% Family</li> </ul> </li> <li>• <b>Vision:</b> <ul style="list-style-type: none"> <li>a) Vision Service Plan- 100% Family - Except employee paid contact lens coverage</li> </ul> </li> <li>• <b>Life Insurance:</b> <ul style="list-style-type: none"> <li>a) The Standard – 100% Employer Paid for Basic Life</li> </ul> </li> <li>• <b>Income Protection Insurance:</b> <ul style="list-style-type: none"> <li>a) American Fidelity Income Protection Plan-100% Employer Paid</li> </ul> </li> <li>• <b>Other Benefits:</b> <ul style="list-style-type: none"> <li>a) Employee Assistance Program (EAP)-100% Family; Effective 7/1/2018, EAP is 100% employer paid.</li> <li>b) Section 125 Plan - Optional</li> </ul> </li> </ul>
Benefits	Sick	<ul style="list-style-type: none"> <li>• Sick Leave is accumulated on the basis of one day per month.</li> </ul>
Benefits	Holidays	<ul style="list-style-type: none"> <li>• All holidays specified in the contract (Article 19).</li> </ul>
Benefits	Vacation	<ul style="list-style-type: none"> <li>• Annual vacation accrual: (Effective 10/5/83) <ul style="list-style-type: none"> <li>1 to 5 = 12 Days</li> <li>6 to 10 = 15 Days</li> <li>11 to 15 = 18 Days</li> <li>16 to 19 = 21 Days</li> <li>20+ = 23 Days</li> </ul> </li> <li>• Accumulation is limited to the annual accrual, with any excess paid at the close of each fiscal year. The Superintendent or authorized representative may allow additional accumulation.</li> </ul>
Salary	Longevity Stipend	<ul style="list-style-type: none"> <li>• Beginning July 1, 2023, qualifying Schedule F members shall receive a longevity stipend as follows: \$58 (per month) at completion of year 5; \$133 (per month) at completion of year 9; \$183 (per month) at completion of year 12; \$233 (per month) at completion of year 15; \$283 (per month) at completion of year 18; \$333 (per month) at completion of year 20; \$383 (per month) at completion of year 25.</li> </ul>
Salary	Master's Stipend	<ul style="list-style-type: none"> <li>• Beginning July 1, 2018, all unit members who, by September 1, present evidence of an earned master's degree and/or doctorate will be paid \$1,200 per year, in equal installments, at the end of each month. Only one stipend, master's or doctorate, shall be paid per unit member per year.</li> </ul>
Salary	Differential Pay	<ul style="list-style-type: none"> <li>• 5% differential pay for Classroom Asst. II Bilingual/Biliterate (Head Start)</li> <li>• 5% differential pay for AA degree for Head Start/Early Head Start Classroom Asst. II</li> </ul>
Salary	Professional Growth	<ul style="list-style-type: none"> <li>• Effective July 1, 2018, unit members will be eligible for reimbursement at the successful completion of each unit. The maximum number of units that may be claimed for reimbursement is nine (9) units per year, July 1 through June 30. The maximum dollar amount that a unit member shall qualify for is four hundred and five dollars (\$405) per year, July 1 through June 30. Unit members earning less than nine (9) units shall receive a pro-rated amount based on the number of units earned.</li> </ul>

**El Dorado County Office of Education Policy**

SP 4170

**ALL PERSONNEL****Family/Medical Leave Eligibility**

Qualified regular employees who have been employed for at least twelve (12) months of service, and who have worked at least 1,250 hours during the previous 12-month period before the date the leave is to begin, are eligible under federal Family and Medical Leave Act (FMLA) and state California Family Rights Act (CFRA) family leave laws to take up to a maximum of 12 workweeks of unpaid family/medical leave within a 12-month period.

Family/medical leave time is permitted for the birth of the employee's child or placement of a child with the employee for adoption or foster care, to bond with a newborn or adopted child, to care for the employee's spouse, child, or parent who has a serious health condition, or for a serious health condition that makes the employee unable to perform his or her job.

**Notification of Calculation Methods**

The COE uses the 12-month period measured forward from the date an employee's first FMLA leave begins to determine the 12-month period in which the 12 workweeks of leave entitlement occurs.

**Family Leave and Pregnancy**

An eligible employee is entitled to up to four (4) months of Pregnancy Disability Leave (PDL) because of the employee's disability due to pregnancy, childbirth or related medical condition. PDL is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Such employees should contact their immediate supervisor regarding their individual situation. Any leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth, adoption or foster care placement of a child will be granted in minimum amounts of two weeks. The EDCOE will provide a request for a CFRA leave of less than two weeks duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

**Requests for Leave**

The following procedures shall apply when an employee requests family leave:

Eligible employees will contact their immediate supervisor as soon as the need for family/medical leave is realized. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify their immediate supervisor at least 30 days before leave is to begin. The employee must consult with his or her immediate supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize

disruption to the operations of the EDCOE. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse. If the employee cannot provide 30 days' notice, the EDCOE must be informed as soon as practical.

### **Intermittent Leave**

Eligible employees may take FMLA/CFRA leave intermittently if the leave is for the serious health condition of the employee's child, parent, or spouse, or of the employee and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition.

### **Additional Requirements for Serious Health Condition**

If the FMLA/CFRA request is made because of the employee's own serious health condition, the EDCOE may require, at its expense, a second opinion from a health care provider that the EDCOE chooses. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by the EDCOE. If the second opinion differs from the first opinion, the EDCOE may require, at its expense, the employee to obtain the opinion of a third health care provider designated jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the EDCOE and the employee.

### **Certification by Health Care Providers Policy**

The EDCOE may require the employee to provide certification as explained below within 15 days of any request for FMLA/CFRA leave, unless it is not practicable to do so. The EDCOE may require re-certification from the health care provider if additional leave is required.

- If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:
  - Date of commencement of the serious health condition;
  - Probable duration of the condition;
  - Estimated amount of time for care by the health care provider; and
  - Confirmation that the serious health condition warrants the participation of the employee.
- When both parents are employed by the EDCOE and request simultaneous leave for the birth, adoption or foster care of a child, the EDCOE will not grant more than 12 workweeks total of family/medical leave for each employee.
- If an employee cites his or her own serious health condition as a reason for a leave, the employee must provide a certification from the health care provider stating:
  - Date of commencement of the serious health condition;
  - Probable duration of the condition; and

- Inability of the employee to work at all or to perform any one or more of the essential functions of his or her position because of the serious health condition.

### **Certification**

The EDCOE will require certification by the employee's health care provider that the employee is fit to return to his or her job. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

### **Coordination with Health Insurance**

An employee taking family/medical leave will be allowed to continue participating in any health and welfare benefit plans in which he or she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The EDCOE will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under FMLA (e.g., for pregnancy disability leaves) or under FMLA/CFRA (e.g., for all other family care and medical leaves). In some instances, the EDCOE may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through the EDCOE by paying the full premium by making monthly payments to the EDCOE for the amount of the applicable premium. Employees should contact Risk Management for further information.

### **Mandatory Use of Accrued Paid Leave Time**

Paid leave will be substituted for unpaid leave in the following circumstances:

Accrued sick leave is required to be used during FMLA/CFRA/PDL leave, up to a limit of that which is accrued over six months, for the employee's own serious health condition or to attend to the illness of a child, parent, or spouse of the employee.

### **Return from Family/Medical Leave**

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For

example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the EDCOE's operations;
- The employee is notified of the EDCOE's intent to refuse reinstatement at the time the EDCOE determines the refusal is necessary; and
- If leave has already begun, the EDCOE gives the employee a reasonable opportunity to return to work following the notice described previously.

For additional information about eligibility for family/medical leave, contact the Risk Manager.

EDUCATION CODE:

44978; 45136; 45191 Sick Leave

GOVERNMENT CODE:

12945.2 California Family Rights Act

FEDERAL STATUTES

29 USC 2601 et seq. FMLA

**El Dorado County Office of Education Policy**

SP 4172

**ALL PERSONNEL****Military Leave**

An employee who is a member of the reserve corps of the Armed Forces of the US or of the California National Guard or the Naval Militia is entitled to a temporary military leave of absence as provided by federal law while engaged in military duty ordered for the purpose of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity provided that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from that duty.

Except in the case of inactive duty training, a qualified employee is entitled to receive, during the first thirty (30) calendar days of such leave his or her salary or compensation as a public employee if the employee has been employed by the County Superintendent not less than one year immediately prior to the day on which the absence begins. Pay for this purpose may not exceed 30 days in any one fiscal year.

A qualified employee will be eligible for military leave without regard to the length of employment if the employee is a member of the National Guard who is engaged in military or naval duty during a state of insurrection or extreme emergency as declared by the Governor or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code Sections 143 or 146 provided the leave does not exceed the duration of the emergency.

Available Personal Necessity Leave may be used while on Military Leave regardless of whether an employee qualifies for paid leave or not.

A qualified employee who is required to be absent from the EDCOE to fulfill military service shall provide in advance a copy of the military orders unless giving such notice is precluded by military necessity or is otherwise impossible or unreasonable. The employee on such leave shall maintain the right to be restored to his/her former position or a similar position at the same salary the employee would have received had he/she not been on military leave.

A qualified employee shall be entitled, upon written request, to continue all benefit provisions at his/her own expense.

## Legal Reference:

GOVERNMENT CODE

12945.2 California Family Rights Act; (29 USC 2601 et seq. FMLA)

## Military and Veteran's Code:

143 and 146 Events Justifying Calling Militia into Active Service

395 et seq. Temporary Military Leave

EDUCATION CODE

44960 et seq. Termination of Substitute Service on Return from Military

44800 Effect of Military Leave on Employee Status

44018 Active Duty Iraq-Kuwait

44981 – 45198 Personal Necessity Leave

**El Dorado County Office of Education Superintendent Policy SP 4261.1****CLASSIFIED PERSONNEL****Personal Illness/Injury Leave**

Classified employees employed five days a week are entitled to 12 days of paid sick leave per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. Any part-time employee who is entitled to less than three (3) days of paid sick leave due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191, Labor Code 245-249)

**Use of Sick Leave**

A classified employee may use sick leave for absences due to:

1. The diagnosis, care, or treatment of an existing health condition of, or preventative care for an employee or an employee's child (biological, adopted, foster, stepchild, or legal ward), an employee's spouse or registered domestic partner, the parent of an employee or employee's spouse/registered domestic partner (biological, adoptive, foster, stepparent, or legal guardian), a grandparent, a grandchild, or a sibling.
2. An employee who is a victim of domestic violence, sexual assault, or stalking, to take time off from work to:
  - a. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or his or her child;
  - b. Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
  - c. Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, or stalking;
  - d. Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
  - e. Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191, Merit 6.70.2B)

An employee shall reimburse EDCOE for any unearned sick leave used as of the date of his/her termination. (Merit 6.70.2C)

Earned unused sick leave may be counted, in a proportionate amount, to service credit for computing retirement in accordance with the Education Code.

**Personal Necessity Leave (CBA 13)**

A classified employee may elect to use up to seven (7) days of accumulated sick leave for personal necessity during any school year.

The classified employee shall not be required to secure advance permission for leave taken for any of the following reasons:

- A. Death or serious illness of a member of the immediate family.
- B. Accident involving the employee's person or property or person or property of the immediate family.
- C. Compelling personal importance.

Compelling Personal Importance Defined:

Compelling personal importance is not intended to nor does it include absences for the following purposes:

- A. Participating in recreational activities or attendance at sporting events.
- B. Outside employment or other means of earning additional income for the employee.

Upon return from use of compelling personal importance, the classified employee shall advise his/her supervisor in writing that the use of such leave was not for one of the reasons listed above.

The classified employee shall be required to secure advance permission from the County Superintendent of Schools for leaves of absence for personal necessity for reasons other than those listed in 13.3.2

**Additional Leave for Disabled Military Veterans**

In addition to any other entitlement for sick leave with pay, a newly hired classified employee who is a military veteran with a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment for his/her military service-connected disability. An eligible employee employed less than five days per week shall be entitled to such leave in proportion to the time he/she works.

The amount of leave shall be credited to the employee on the first day of employment and shall remain available for the following 12 months of employment. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

#### **Continued Absence After Available Sick Leave Is Exhausted/Differential Sick Leave**

When sick leave has been exhausted and a classified employee is absent because of illness or accident, the employee shall be paid the difference between his/her salary and the salary of a substitute for the period not to exceed five (5) months, under the following conditions:

1. The employee must provide a medical doctor's verification of the illness or accident which caused the employee to be absent.
2. The employee must have exhausted all other paid leave (vacation, compensatory time, etc.)

For purposes of differential leave, vacation will be considered exhausted when only three (3) days remain. In the event that an employee is absent due to illness and has fewer than three (3) days' vacation, these days need not be exhausted prior to being placed in differential status. In all cases, the employee may choose, upon written request to his/her supervisor, to use all available vacation prior to being placed in differential status. (Education Code 45196, Merit 6.70.3, CBA Article 13.2.6)

#### **Extension of Leave**

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months.

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position,

he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195, Merit 6.70.2I)

#### **Differential Pay for Parental Leave**

Classified employees may elect parental leave for baby bonding for the birth, adoption, or foster placement of a child for up to twelve (12) weeks. A classified employee's request for parental leave shall be submitted no later than four (4) weeks before the leave is to begin. To be eligible for parental leave, a classified employee must have worked for EDCOE for at least twelve (12) months. This leave is available to either parent. Eligibility for parental leave pursuant to Education Code 45196.1 shall not require 1,250 hours of service with EDCOE during the previous 12 months.

While absent from work on parental leave, classified employees shall be entitled to up to twelve (12) weeks of differential pay. While on parental leave, accumulated sick leave shall be used. In the event that accumulated sick leave is exhausted, classified employees shall be paid the difference between their regular salary and the salary of a substitute.

Non-paid days during breaks in school are not included in the twelve (12) weeks. If the school year ends before the twelve (12) week period ends, the remainder of parental leave may be taken in the following school year.

Only one twelve (12) week period of parental leave per birth, adoption, or foster placement may be taken. Parent leave runs concurrently with California Family Rights Act Leave. Medical benefits remain in force during parental leave. (Education Code 45196.1, CBA Article 13.2)

#### **Verification Requirements**

Normally, the Employer may require a physician's or practitioner's verification of illness only if a classified employee has been on sick leave for five (5) or more consecutive days. However, in cases of suspected abuse of sick leave, satisfactory proof of illness may be required at any time as long as such requirement of proof is not used to harass an employee.

Classified employees absent through illness or injury must notify their immediate supervisor as early as possible. Upon return, the employee must complete the appropriate form indicating the date(s) of the sick leave taken.

In addition, the Superintendent or designee may require an employee to visit a physician selected by EDCOE, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to EDCOE should not contain the employee's genetic information.

Any genetic information received by EDCOE on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to work and stipulating any recommended restrictions or limitations.

### **Limited-Term and Substitute Employees**

Except for a retired annuitant who is not reinstated to the retirement system, any limited-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Any limited-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

A limited-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

### **Healthy Workplaces, Healthy Families Act Requirements**

No employee, including a temporary or substitute employee, shall be denied the right to use accrued sick days and EDCOE shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure EDCOE's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that

includes the following information:

- a. That an employee is entitled to accrue, request, and use paid sick days;
  - b. The amount of sick days provided by Labor Code 245-249;
  - c. The terms of use of paid sick days;
  - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if EDCOE discriminates or retaliates against him/her.
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
  3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
  4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years.

Legal Reference:

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45191.5 Leave for military service connected disability

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted

45202 Transfer of accumulated sick leave and other benefits

MERIT REGULATIONS 6.70

COLLECTIVE BARGAINING AGREEMENT ARTICLE 13

LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170

Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148

Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 111 (1970)

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# CSEA Contract 2025 - 2028 - Rev. 02.10.26 - FINAL - 5

Final Audit Report

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