

AN AGREEMENT BY AND BETWEEN THE
KINGS COUNTY SUPERINTENDENT OF SCHOOLS
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER 697

July 1, 2015 – June 30, 2018



TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I.	RECOGNITION AND EFFECT -----	2
II.	NON-DISCRIMINATION -----	3
III.	EMPLOYER'S RIGHTS -----	4
IV.	ORGANIZATIONAL SECURITY -----	6
V.	EMPLOYEE RIGHTS -----	7
VI.	ORGANIZATIONAL RIGHTS -----	8
VII.	HOURS AND OVERTIME -----	10
VIII.	PAY, CLASSIFICATION AND ALLOWANCE -----	14
IX.	EMPLOYEE EXPENSES AND MATERIAL -----	17
X.	HEALTH AND WELFARE -----	18
XI.	VACATIONS AND HOLIDAYS -----	22
XII.	LEAVES -----	24
XIII.	TRANSFER -----	31
XIV.	LAYOFF - RE-EMPLOYMENT - DISPLACEMENT RIGHTS -----	33
XV.	GRIEVANCE PROCEDURE -----	34
XVI.	EVALUATIONS -----	37
XVII.	STATUTORY CHANGES -----	39
XVIII.	PROGRESSIVE DISCIPLINE -----	40
XVII.	TERMS OF AGREEMENT -----	44
	SALARY SCHEDULES -----	45-49
	APPENDIX A EVALUATION FORM -----	50
	APPENDIX A1 KCOE/CSEA PLAN OF ASSISTANCE FOR IMPROVEMENT -----	51-53
	APPENDIX B SIDE LETTER BETWEEN KCOE AND CSEA: ONE TIME STIPEND AND HEALTH INSURANCE CONTRIBUTION INCREASE -----	54
	APPENDIX C SIDE LETTER BETWEEN KCOE AND CSEA: ONE TIME STIPEND OF \$500.00 -----	56

ARTICLE I

RECOGNITION AND EFFECT

1.1 By the execution of a Recognition Agreement dated October 22, 1990, the Kings County Superintendent of Schools (hereinafter referred to as “Superintendent” or “employer”) recognizes the California School Employees Association and its local Chapter 697 (hereinafter “CSEA” or “Association”) as the exclusive representative of the classified bargaining unit. The unit shall consist of Instructional Assistants Moderately/Severely Impaired, Instructional Assistants Preschool Non-Intensive, Instructional Assistants Behavior Intervention, Instructional Assistants Deaf and Hard of Hearing, Instructional Assistants Adapted PE, Instructional Assistants Visually Impaired, Instructional Assistants RSP, Special Education Instructional Assistants, Bus Assistants, One-on-One Instructional Assistants, Speech Aides, and Specialized Health Care Nurses (Licensed Vocational Nurses). All other employees including management, supervisory and confidential, shall be excluded.

Note: Beginning September 1, 2014, Instructional assistants who have been hired specifically as a “one-on-one instructional aide” will be maintained on a separate seniority list and will have bumping rights only within that separate seniority list.

1.2 It is understood and agreed that the specific provisions of this agreement shall prevail over the Employer's prior practices and procedures and over State law to the extent permitted by State law.

1.3 This agreement and any and all modifications thereto shall, unless otherwise so specified, become effective on the first working day following signing of the Agreement by an Association officer and the Employer, or his designee. The Association recognizes that this Agreement or a successor agreement may contain provisions which require the Employer to establish or modify certain policies and/or procedures to comply with the terms of said provisions and waives the right to grieve said provisions until the Employer has had a reasonable period of time to conform to the Agreement.

ARTICLE II

NON-DISCRIMINATION

- 2.1 Discrimination Prohibited: To the extent prohibited by law, no employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, sex, national origin, color, religion, marital status, age (over 40 years), gender, gender identity, gender expression, sexual orientation, veteran status, genetic information medical condition, physical or mental handicap, or association with a person or group with one or more of those actual or perceived characteristics.

ARTICLE III

EMPLOYER'S RIGHTS

- 3.1 It is understood and agreed that the Employer retains all of the powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine the organization and direct the work of the employees; determine the times and hours of the operation; determine the kinds and levels of service to be provided and the methods and means of providing them; establish the education policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number of kinds of personnel required; maintain the efficiency of the Employer's operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenues; take action on any matter in the event of an emergency. In addition, the Employer retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this Agreement; and then only to the extent such specific and expressed terms are in conformance with law.
- 3.3 In the event an emergency affects the ability of the Employer to reasonably comply with the provisions of this Agreement, said provision may be altered or suspended by the Employer, or his designee, only to the extent for the time necessary to meet the emergency.

3.4 The determination of whether an emergency exists shall be solely the Superintendent's or in the absence of the Superintendent, the Administrator appointed to act on behalf of the Superintendent.

ARTICLE IV
ORGANIZATIONAL SECURITY

4.1 Statement of Philosophy

4.1.1 The Association and the Superintendent are in agreement that the Unit Members elected to have the Association represent them in their labor relations with the Employer. The Association and the Employer further concur that having so elected, the Unit Members have a responsibility to support the Association. Each Unit Member is urged to join and actively participate in the functions of the Association and its local chapter.

4.2 Association Dues

4.2.1 Each Special Education Instructional Assistant, Speech Aides, and Specialized Health Care Nurses (Licensed Vocational Nurses) hired after July 1, 2000, shall become a member of CSEA or pay an agreed fee. Unit members may sign and deliver to the County Office an assignment authorizing monthly payroll deduction of membership dues. Pursuant to such authorization, the Superintendent shall deduct such dues from the regular salary warrants of the unit member. Unit members may elect to pay Association dues by direct payment to the Association.

4.2.2 The Association shall have the responsibility for the enforcement of this article as to all bargaining unit members.

4.2.3 The Superintendent agrees to promptly remit to the Association the deducted dues.

4.3 Hold Harmless

4.3.1 The Association shall indemnify and hold the Superintendent harmless from any and all claims, demands or suits or any other action arising from the provisions of this Article.

ARTICLE V

EMPLOYEE RIGHTS

5.1 Personnel Files

- 5.1.1 The Personnel file of each employee shall be maintained at the County's Central Administrative Office.
- 5.1.2 Unit members shall be provided with copies of any written material of a derogatory nature ten (10) workdays before it is placed in the employees personnel file. The employee may review and comment on the contents of such material during the normal working hours of the office without loss of pay. The employee may prepare a written response, which will be attached to the material.
- 5.1.3 An employee shall have the right at a reasonable time to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to employment of the employee, or as the result of interviews for a promotion of the employee.
- 5.1.4 All personnel files shall be kept in confidence and shall be available for inspection by managers or Human Resources staff of the County when actually necessary in the proper administration of the County's affairs or the supervision of the employee. The County shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.
- 5.1.5 Any person who places written material in an employee's file shall sign and date the material.

ARTICLE VI

ORGANIZATIONAL RIGHTS

- 6.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 6.1.1 The right of access at reasonable times to areas in which employee's work, for the purpose of representing bargaining unit members on grievances and matters related thereto.
 - 6.1.2 The right to place items without charge in unit members mail boxes.
 - 6.1.3 The right to use equipment, facilities, buildings, and existing bulletin board space for the purpose of conducting CSEA business.
 - 6.1.4 The right to review employee's personnel files upon presentation of a written authorization signed by the employee.
 - 6.1.5 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement and once annually thereafter.
 - 6.1.6 The right to receive upon request, copies of material related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
 - 6.1.7 The right to five days of release time for the CSEA president or his/her designee with twenty four (24) hour notice to conduct necessary CSEA business.
 - 6.1.8 The right to reasonable release time for a maximum of four unit members for the purpose of participating in negotiations.
 - 6.1.9 The right to the use of one labeled mail box specifically for CSEA communications.
 - 6.1.10 The right of the CSEA president to receive a copy of the Board agenda at least 48 hours prior to regular the Board meeting.

6.2 Distribution of Contract: Within thirty (30) days of ratification of the Agreement by both parties herein, the Superintendent shall have copies prepared and delivered to the Association for distribution to each unit member.

ARTICLE VII

HOURS AND OVERTIME

7.1 Workweek: The workweek for full-time instructional CSEA staff shall consist of five (5) consecutive days, Monday through Friday. Hours worked shall be six and one-half (6 ½) hours per day and thirty-two and one-half (32 ½) hours per week, 184 days per year beginning November 1, 2014. Unit members will report to work three days prior to the beginning of the students' school year and one day after the students' school year ends. The normal workday shall not begin prior to 7:30 a.m. or end after 3:45 p.m.

7.1.1 For the 2015-2016 school year, two (2) days of professional development will be added to the end of the year school calendar. Beginning with the 2016-2017 school year and thereafter, the two (2) days of professional development will move to the start of the calendar year. Professional Development for CSEA members will be designed to promote activities and opportunities that will assist the employee in acquiring the knowledge, skills and practices to do his/her job efficiently and effectively, to promote safe working practices and procedures; and to improve the employee's relations with students, other employees, and the public.

The established workday may vary from site to site to meet program needs resulting in differing starting or ending times, and duration of lunch period. Once the workday hours have been fixed for the school year, changes shall be negotiated with CSEA and its Chapter 697, except where the need for the change is caused by circumstances beyond the Superintendent's control. This Article shall not restrict the extension of the regular workday or workweek when deemed necessary to carry on the business of the Superintendent.

7.2 The normal workweek for full-time Specialized Health Care Nurses (Licensed Vocational Nurses) shall consist of five (5) consecutive days, Monday through Friday. Hours worked shall be six and one-half (6 ½) hours per day and thirty-two and one-half (32 ½) hours per week, 183 days per year beginning November 1, 2014. However, the established workday and work year may vary from site to site to meet the medical needs of the students. This Article shall not restrict the extension of the regular workday or workweek when deemed necessary to carry on the business of the Superintendent.

7.2(A) Employees who currently have a combined position that equals 8 hours a day will be exempt from this provision until such a time they work less than 8 hours a day.

7.3 For the 2003-2004 school year, and each year thereafter, each full time unit member shall be compensated at their regular rate of pay for the purpose of attending staff meetings, in-service activities or other related duties, as deemed necessary by the Superintendent.

7.4 Adjustment of Assigned Time: Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

7.5 Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee for all work requested or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time. Hours worked in excess of the unit members regularly scheduled assignment, up to eight (8) hours, are not considered overtime and shall be compensated at the regular rate of pay.

7.6 Lunch Period: Instructional Assistants and Speech Aides who are employed full-time shall be provided a lunch period of not less than 45 minutes or more than 60 minutes, based on the needs of their assigned site. Specialized Health Care Nurses (Licensed Vocational Nurses) who are employed full-time shall receive a lunch period of not less than 30-minutes. The lunch period shall be scheduled at or about the midpoint of each work shift. The lunch period shall not be considered as part of the scheduled workday. Lunch periods may not be changed except by mutual agreement or emergency as defined by 7.10. Administration reserves the right to change lunch schedules as needed in order to meet program needs.

7.7 Rest Periods:

7.4.1 All bargaining unit employees shall be granted a rest period of 15 minutes for each four (4) hours worked.

7.4.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

7.8 Compensatory Time Off:

7.8.1 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 7.5 of this Article.

7.8.2 If compensatory time has been elected but not taken by an employee by the end of the fiscal year, the employee shall be compensated for the overtime in cash at the overtime rate on the June 30 pay warrant.

7.9 Right of Refusal: Any employee shall have the right to reject any offer or request for overtime, except for in cases of emergency (such as a student who is injured or is presenting a danger to herself/himself or others which requires intervention).

7.10 Summer Session: Any unit member who is employed during the extended summer session will be compensated at his/her regular hourly rate of pay.

7.11 Assignments: Assignments for the following school year shall be given to each employee by July 15th. Although the superintendent reserves the right to make the final determination for assignments and transfers, every effort will be made to accommodate employee requests based on Article XII TRANSFER (13.2.2). Transfers and assignments shall not be punitive in nature.

7.12 Beginning with the 2012-2013 school year, assignments for extended year shall be given to employees by May 15th.

ARTICLE VIII

PAY, CLASSIFICATION AND ALLOWANCE

- 8.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established in Appendix A, attached. In addition to their regular rate of pay, unit members assigned to Corcoran or Stratford shall receive an assignment differential of \$.85 per hour and unit members assigned to Avenal shall receive an assignment differential of \$1.25 per hour.
- 8.2. July 1 of each year shall be the anniversary date for step increases on the salary scale. A unit member must be employed at least 75% of the school year to be eligible for an anniversary date salary increase.
- 8.2.1 Health/Bus Assistants: Health/Bus assistants will move upward (step increase) on the salary schedule after being employed in that position for a minimum of ninety (90) days per school year.
- 8.3 Reclassification to Special Education Instructional Assistant II or Speech Aide II will be awarded for the subsequent school year following completion of an Associates Degree. The degree must be confirmed on official college transcripts. In lieu of an Associates Degree, a formal letter from a four-year University of College, which verifies junior level standing and completion of general education requirements, may be submitted.
- 8.4 Reclassification to Special Education Instructional Assistant II or Speech Aide III will be awarded for the subsequent school year following completion of a Bachelor's Degree. The degree must be confirmed on an official university or college transcripts.
- 8.5 Official transcripts must be submitted by October 15th for credit for reclassification to be given for the current school year. Transcripts received after October 15th shall be credited toward the following school year.

- 8.6 Paychecks: All regular paychecks of employees in the bargaining unit shall be itemized to include all wages and deductions.
- 8.7 Frequency - Once Monthly: All employees in the bargaining unit shall be paid once per month, payable on the last working day of the month.
- 8.8 Payroll Errors: Any payroll error resulting in insufficient payment or overpayment for an employee in the bargaining unit shall be corrected, and a supplemental check issued or received, not later than five (5) working days after the notification is provided to the payroll department. A payment plan may be arranged for overpayments on an individual basis.
- 8.9 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of re-computation of hours, or other reasons other than procedural errors shall be made in the following month's pay period.
- 8.10 Mileage: Any employee in the bargaining unit required to use his/her vehicle on office business shall be reimbursed at the approved IRS rate per mile, rounded down to the nearest full cent, for each mile driven on behalf of the County. This amount shall be payable in a separate warrant drawn against County funds.
- 8.11 Longevity: Beginning August 1, 2014, Employees who have five (5) years of uninterrupted service will receive longevity pay at the rate of 24 cents per hour, for each five years worked. If an employee works less than 75% of a school year, that year will not count for a year of service.

8.12 Attendance Incentive: Each unit member who has exemplary attendance during the regular school year will receive a one-time annual payment on the June 30th pay warrant.

The bonus will be calculated as follows:

- \$500 for zero days of absence
- \$400 for one day of absence
- \$300 for two days of absence
- \$200 for three days of absence

Attendance incentives will be prorated for part-time employees hired after the school year begins.

Jury/Witness Leave, Appearance in court as a litigant, Industrial Leave, Bereavement Leave, or Vacation shall not count against the attendance for the purpose of this incentive.

During the check-out procedure on the last working day of the regular school year, the unit member will submit the Attendance Incentive Form to the school site secretary. The secretary will forward the form to the payroll staff for verification prior to payment.

ARTICLE IX

EMPLOYEE EXPENSES AND MATERIALS

- 9.1 Replacing or Repairing Employee's Property: When, in the course and scope of employment, a unit member's eyeglasses are broken, clothing torn, or personal property damaged or destroyed, the Superintendent shall reimburse the employee for the cost of said damage up to four hundred dollars (\$400).
- 9.1.1 Personal property includes only those items used for instructional purposes or safety purposes and with written approval in advance with the site administrator.
- 9.1.2 The Superintendent shall have subrogation rights under any claim or reimbursement from insurance carriers, to the extent of the Superintendent's payment.
- 9.1.3 All claims for reimbursement by the Superintendent shall be filed within five (5) working days of the incident.
- 9.1.4 The unit member shall cooperate with the Superintendent in obtaining payments from any insurance company.
- 9.1.5 Nothing in this Article shall require the Superintendent to replace an item, which can be repaired.
- 9.2 Safety Equipment: Should the employment duties of an employee in the bargaining unit require use of any equipment to insure the safety of the employee or others, the County agrees to furnish such equipment.
- 9.3 Physical Examination: The County agrees to provide the full cost of any medical examination required as a condition of employment or continued employment.

ARTICLE X

HEALTH AND WELFARE

10.1 Health Insurance:

The Superintendent agrees to pay up to \$830.00 per month, beginning October 1, 2013, per employee and their dependents (henceforth known as the KCOE health care contribution) for health insurance (including coverage for basic health, major medical, vision, dental, orthodontic, and prescriptions) for employees who are employed by the Superintendent at least six (6) hours per day, five (5) days per week or 30 or more hours per week on an annual basis. Unit members will be responsible for monthly benefit costs, which exceed the KCOE health care contribution. All eligible/qualified unit members are required to enroll in health insurance coverage.

10.1.1 In the event that an employee's employment is terminated (other than for gross misconduct) during or at the end of the school year, said individual shall be entitled to continued coverage under the insurance benefits enumerated in this article for a period of eighteen (18) months by paying the premium for the continued coverage (in advance) on a month-to-month basis. Coverage on the same basis shall be offered to widows, divorced or legally separated spouses, and spouses of Medicare eligible employees and dependent children who become ineligible for coverage for a period of thirty-six (36) months.

10.1.2 For Bargaining unit members employed prior to July 1, 2016. The office will offer the following health care options upon retirement or separation of employment

a. The unit member may elect to have the office contribute fifty percent (50%) of the KCOE health care contribution toward the cost of health insurance coverage for retired employees or their dependents until one month from the date the employee becomes eligible for Medicare Parts A and B. Retired employees may remain on the office health insurance policy if they pay 100% of the cost to the office.

b. The unit member may elect to have the office contribute a fixed amount per month into a Retiree Health Savings Account, as defined under IRC section 105. The fixed amount will be based on fifty percent (50%) of the KCOE health care contribution at the time of retirement or separation of employment. The fixed amount will start the month following employer paid coverage ends and will continue until one month from the date the employee becomes eligible for Medicare Parts A and B.

10.1.2.1 Bargaining unit members employed prior to July 1, 2016 are at or over age of fifty-five (55). Bargaining unit members employed on or after July 1, 2016 are at or over age of sixty (60)

10.1.2.2 Bargaining unit members employed prior to July 1, 2016 have completed then (10) consecutive years of service with the Kings County Superintendent of Schools Office immediately prior to retirement or separation of employment. Bargaining unit members employed on or after July 1, 2016 have completed fifteen (15) consecutive years of service with the Kings County Superintendent of Schools Office immediately prior to retirement or separation of employment. An authorized paid leave of absence shall not be considered a break in consecutive years.

10.1.2.3 Have retired under the provisions of the Public Employees Retirement Systems to be eligible for option a.

10.1.3 The indicated entitlement for benefits shall continue until the retired employee becomes eligible for Medicare, Part "A" and "B". Any unit member meeting the above requirements and who retires from the employ of the Kings County Superintendent of Schools Office shall be entitled to continue his/her coverage under regular employee insurance programs by paying the amount in excess of fifty percent (50%) of the KCOE health care contribution in advance to the Superintendent.

10.2 Commencing with the 2006-2007 school year, the bargaining unit will receive any increase to the health care contribution that is provided to non-bargaining classified personnel. This increase will occur automatically when provided to non-bargaining classified personnel and will remain in place until ratification of the contract. The KCOE Health care contribution shall not exceed 100% of the premium of the member's chosen plan. It is the intent of this agreement that dollars provided to the health care contribution cannot be utilized for future health care premium costs or reimbursed to the employee.

10.3 Health Insurance While on Leave of Absence:

An employee on an authorized leave of absence without pay shall be entitled to continue coverage under the insurance benefits enumerated above for the employee and his/her dependents by paying the full premium for the continued coverage (in advance) on a monthly basis for the period of the leave.

10.4 Section 125

10.4.1 Individual unit members at their election may participate in the IRC Section 125 plan available through the County Office of Education.

10.4.2 Any administration or membership fees required for participation in the IRC Section 125 plan shall be borne by the Unit Member.

10.5 Life Insurance:

All full time unit members will be covered by a fifty thousand dollar (\$50,000) life insurance policy that is fully paid by the Superintendent. Final Payment limitations due to age categories shall stand as designated by the policy unless the unit member remains in active service. In this case, the Superintendent will supplement the life insurance policy up to an additional twenty-five thousand dollars

(\$25,000) but in no case will the final combined payment exceed fifty thousand dollars (\$50,000).

10.6 Survivor Benefits

Any employee's dependent(s) who is/are covered under the provision of 10.1 above, when the employee dies during the term of employment, will continue to be covered under the pre-selected and described plan for one (1) year at the Superintendent's (full premium) expense.

10.7 Insurance Committee

The Superintendent and the Association agree to the formation of an "Insurance Committee". The Association agrees to send up to two (2) members to serve as representatives to the committee. The committee's purpose is to discuss future rates, plan options, ACA compliance, and other relevant matters pertaining to health insurance plans. The Association may make recommendations to the Superintendent regarding modifications, additions and/or deletions to the existing health benefit program.

ARTICLE XI

VACATION AND HOLIDAYS

11.1 Vacation:

11.1.1 Vacation accrued during regular school session:

- * 1.00 days per month - 0 through 5 years (Unit members employed on or before June 9, 1994 shall continue to accrue 1.25 days per month).
- * 1.25 days per month - 6 through 11 years
- * 1.50 days per month - 12 through 17 years
- * 1.75 days per month - 18+ years of service.

11.1.2 Vacation accrued during extended summer session.

11.1.2.1 Vacation time shall be earned at the same rate as vacation accrued during the regular school year.

11.1.3 Vacation time for unit members shall be included in their hourly wage, except for two (2) days, which may be taken as a vacation day during the year. If a unit member does not elect to take these vacation days during the year, they shall be added to his/her June pay warrant.

11.2 Holidays:

Unit members shall be entitled to the following paid holidays providing that they were in paid status any portion of the working day immediately preceding or succeeding the holiday:

Labor Day	January 1 st
Veteran's Day	Dr. Martin Luther King, Jr. Day
Thanksgiving Day	Lincoln Day
December 24 th	Washington Day
December 25 th	Memorial Day
December 31 st	July 4 th

The December 24th holiday will commence in December 2008.

In addition, the office is closed on the day after Thanksgiving, which is a paid holiday for the classified staff in lieu of Admission Day.

The Superintendent of Schools may declare a holiday in the schools and classes operated by this office, whenever good reason exists.

ARTICLE XII

LEAVES

12.1 Sick Leave: Every bargaining unit member employed five days a week shall be entitled to ten (10) days leave of absence for illness or injury with full pay for a school year of service. Any unit member who is employed for less than a full school year is entitled to that proportion of ten (10) days as the number of months he/she is employed bears to ten.

12.1.1 Credit for such leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. A new employee, however, shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six months of active service. If an employee does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.

12.1.2 Total sick leave granted to a bargaining unit member shall not exceed twelve (12) days per year.

12.2 Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current-year and accumulated days of leave. When the current-year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any such days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled.

12.2.1 The Superintendent may renew the leave of absence, paid or unpaid for two additional six month periods or such lesser leave periods that the Superintendent may approve.

12.2.2 An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leave granted and time lost shall not be considered a break in service.

12.2.3 If an employee, at the conclusion of all leaves of absence is still unable to assume the duties of his/her position, the employee shall be placed on a re-employment list for a period of 39 months. If at any time during the prescribed 39 months, the employee is able to assume the duties of his/her position, the employee shall be re-employed in the first vacancy in the classification of his/her previous assignment.

12.2.4 Medical verification of absence due to illness or injury may be required.

12.3 Pregnancy Leave: A classified employee shall have the right to utilize sick leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

Such employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is still unable to return to work due to the above, will be treated in accordance with sick leave provisions as described in Article 12.2.

An employee, upon ability to resume the duties of a position within the job classification to which she was assigned, may do so at any time during the leave granted and time lost shall not be considered a break in service.

The length of such leave, including use of regular sick leave, dates on which the total leave period commences and on which the employee resumes duties, are determined by the employee and the employee's physician. Medical verification of the necessity of such leave may be required.

- 12.4 Parental Leave: Every unit member may, at his/her election, use up to ten (10) days of sick leave for purpose of adoption of the unit member's child or bonding with the unit member's newborn child. If the unit member is the birth parent, this leave runs concurrent with Pregnancy Leave. Proof of adoption or birth should be provided to the Human Resources Department within one month following the event.
- 12.5 Bereavement Leave: Employees are entitled to a leave of up to five days upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194) Members of the immediate family include the mother, father, step-mother, step-father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece or nephew or any relative living in the employee's immediate household. Immediate family members shall apply to the employee, the employee's spouse, or the employee's registered domestic partner. (Education Code 44985, 45194)
- 12.6 Leave of Absence: An employee may request and the Superintendent may grant an extended leave of absence for a period of up to one (1) year for personal reasons if the Superintendent in his discretion determines that it is appropriate to grant such a leave. Such leave shall be considered an interruption of service without pay and upon return from such leave the employee shall have no assurance of reinstatement in the assignment held at the inception of such leave of absence except as individually negotiated with the Superintendent.
- 12.7 Shortened Work Day: An employee may request, and the Superintendent may grant a shortened work day on an intermittent basis in order for the employee to attend a college class that is a required component leading to a profession in the field of education and this course is not offered at any other time outside of the normal work day. If this leave is granted and the employee works less than six (6) hours per day, five (5) days per week,

or less than 30 hours per week on an annual basis, the employee may lose his/her KCOE health care contribution for health insurance (including coverage for basic health, major medical, vision, dental, orthodontic, and prescriptions). The employee may continue coverage under the insurance benefits by paying the entire premium for continued coverage (in advance) on a month-to-month basis.

12.8 Military Leave: All employees shall be entitled to military leave of absence under the provisions of the Military and Veterans Code.

12.9 Jury/Witness Duty: Every employee who is summoned for jury duty or subpoenaed as a witness may be granted a leave of absence with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives for jury or witness fees. Or, he/she may turn in to the County Office Service Account Clerk the daily wage paid for jury/witness duty and receive full monthly credit in retirement. Mileage payments made by the court shall remain the property of the employee.

12.10 Industrial Accident Leaves: Pursuant to Education Code Section 44984 and 45192 concerning industrial accident and illness leaves of absence, such leaves shall not exceed sixty (60) working days in any one fiscal year for the same accident. No employee of the Kings County Office of Education shall be eligible for such leave unless he/she has served continuously for a period of six (6) months from their initial date of employment.

12.11 Personal Necessity: Every employee may, at his/her election, use up to seven (7) days of sick leave annually in cases of personal necessity. (Education Code 44981, 45207). The employee shall not be required to secure advance permission for leave taken for any of the following reasons below. However, the employee will be required to disclose the particular reason for the leave.

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
3. A serious illness of the employee's immediate family (Education Code 44981)
4. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order (Education Code 45207)
5. Fire, flood or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard. This may be denied upon his/her return.

12.11.1 Leave for personal necessity may be allowed for other reasons. Use of this leave requires 48-hour notification and prior approval of management.

12.11.2 Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of his/her immediate family. (Education Code 44981, 45207)

12.12 Catastrophic Leave:

12.11.1 An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic leave program. Requests may be submitted on the "Catastrophic Sick Leave Request" form. Prior to requesting catastrophic leave donations, the employee must request that all accrued sick leave, vacation, and other paid leave be approved as catastrophic leave.

12.11.2 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to

take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

12.11.3 “Family Member” means the spouse, mother, father, step-mother, step-father, grandmother, grandfather, son, daughter, step-son, step-daughter, grandson, or granddaughter of the employee.

12.11.4 Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness.

Verification shall be made by means of a letter, dated and signed by the sick or injured person’s physician, indicating the incapacitating nature and probable duration of the illness or injury.

12.11.5 The Superintendent or designee shall determine:

- a. That the employee is unable to work due to the employee’s or his/her family member’s catastrophic illness or injury, and
- b. That the employee has exhausted all accrued paid leave credits.

12.11.6 When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued vacation and sick leave credit

12.11.7 The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee’s request. Any employee, upon written notice to the office, may donate accrued vacation and/or sick leave credits to the requesting employee at a minimum of eight hours, and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable. The “Authorization to Donate Leave” form shall be used by employees for the purpose of contributions of sick leave.

12.11.8 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise; donors shall not donate more than 25% of their accumulated sick leave, or reduce their accumulated sick leave to fewer than ten (10) days during any fiscal year.

12.11.9 Benefiting employees may use donated leave credits for a maximum of twelve (12) months.

12.11.10 An employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

The Superintendent or designee shall ensure that all donations are confidential.

12.12 Family Medical Leave: The Superintendent shall grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted.

ARTICLE XIII

TRANSFER

13.1 Definition: Transfer means a change from one school site to another.

13.2 Transfer: Instructional Assistants may submit a written request for transfer to another class at any time. Speech Aides and Specialized Health Care Nurses (Licensed Vocational Nurses) may submit a written request for transfer to another site or assignment at any time. Unit members will be notified of the opportunity to request transfers to other classes as transfer opportunities occur. The notice shall be posted at or near unit member mailboxes specifying the vacant position and indicating that unit members may apply within five (5) working days to transfer to that position or any subsequent assignment made available by this vacancy. All transfer opportunities will be posted on the Internet as internal postings.

13.2.1 The Unit and Superintendent acknowledges that school schedules should be complete and parents notified of their child's classroom and school assignment three (3) weeks immediately preceding the start of the regular school term. During this period of time, notification of vacant positions will be made only as the opportunity allows.

13.2.2 The following factors shall be considered when making a unit members requested transfer:

Seniority

Experience

Ability

Skills

13.2.3 When all other considerations are equal among unit members applying for transfers which result in increased hours and the position is filled by a unit member, the person with the greatest bargaining unit seniority will be granted the transfer.

- 13.3 Position Announcement: The CSEA President shall receive a copy of job announcements when they are posted. The job announcement shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of days per year, the salary range, and the deadline for filing to fill the vacancy.
- 13.4 Distribution of Job Information: Upon initial employment each employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly salary applicable to his/her position, a statement of the employee's regular work site, the hours per day, days per week, and months per year.

ARTICLE XIV

LAYOFF - RE-EMPLOYMENT - DISPLACEMENT RIGHTS

- 14.1 The work force of the County Office may be reduced due to lack of work or lack of funds. Such reductions shall be effected within a classification and may result in layoffs, demotions, or reductions in assigned hours of classified employees. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by date of hire. The employee with the least time in the class shall be laid off first. When an employee has served in two or more classes the order of layoff and displacement rights, if any, shall be governed by Education Code.
- 14.2 Persons laid off because of lack of work or lack of funds will be placed on a re-employment list and be eligible for re-employment for a period of 39 months. Such employees shall be re-employed in order of seniority to their former classification in preference to new employees. If a regular employee is reinstated within 39 months of a layoff, the employee shall regain all accumulated benefits accrued to him/her at the time of the layoff, and no probationary period will be required.
- 14.3 Human Resources shall maintain a layoff list and unless recalled, a Unit Member laid off shall remain on said list for a period of thirty-nine (39) months.
- 14.4 If a Unit Member does not respond after two attempts to a "Recall to Duty" offer that mirrors the same number of days and hours, the Unit Member shall be removed from the thirty-nine (39) month rehire employment list.
- 14.5 If there is a tie for seniority, a lot draw will be held. Future employees will be added to the seniority list based upon their date of hire. Future employees in the same classification who are hired on the same date shall lot draw at the time of orientation to determine placement on the seniority list.

ARTICLE XV

GRIEVANCE PROCEDURE

- 15.1 Definition of Terms: A "Grievance" is an allegation by a member(s) of the bargaining unit or by the Association that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- 15.2 Purpose:
- 15.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of instructional aides.
- 15.2.2 In order that grievances may be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual written agreement. The time limits for appeal provided in each level shall begin the day following receipt of the written decisions by the grievant.
- 15.3 Role of Advisors and Associations:
- 15.3.1 An employee has the right to include or involve any individual(s) as an advisor, or as counsel, in the course of any discussions or conferences related to processing his/her grievance, except that an individual may not represent employees in grievance proceedings if he/she is an agent of a group other than the exclusive representative.
- 15.3.2 Any employee may at any time present grievances to his/her employer, and have such grievances resolved, without the intervention of the exclusive representative, as long as the resolution is not inconsistent with the terms of this Agreement.

15.4 Informal Level

Before filing a formal grievance, the grievant should attempt to resolve it by an informal conference with the appropriate administrator, and the grievant must identify it as an informal grievance conference.

15.5 Formal Level

15.5.1. Level I – Immediate Supervisor

15.5.1.1 Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievances in writing on the appropriate form to the immediate supervisor.

15.5.1.2 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

15.5.1.3 The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

15.5.1.4 Within the above time limits, either party may request a personal conference.

15.5.2 Level II – Department Supervisor

15.5.2.1 If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision on the appropriate form to the department supervisor.

15.5.2.2 This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal.

15.5.2.3 The department supervisor shall communicate his/her written decision to the grievant within ten (10) days. If the department supervisor does not respond within the time limits provided, the grievant may appeal to the next level.

15.5.2.4 Within the above time limits, either party may request a personal conference.

15.5.2.5 If the immediate supervisor is the department supervisor, Level II may be by-passed.

15.5.3 Level III - (Superintendent)

15.5.3.1 If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent.

15.5.3.2 This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal.

15.5.3.3 The Superintendent shall within fifteen (15) working days after receipt of the appeal hold a hearing. Either party may bring conferees of his/her choice to such hearing. The Superintendent shall communicate his decision to the grievant in writing within five (5) working days of the hearing. The decision of the Superintendent shall be binding; however, no rights of the alleged aggrieved employee to further legal action are thereby abrogated.

ARTICLE XVI

EVALUATIONS

- 16.1 All regular classified employees shall be evaluated by their most immediate supervisor who is management, in accordance with the following schedule:
- 16.1.1 PROBATIONARY EMPLOYEES EVALUATIONS: A probationary period is one complete year, from the date of hire in a specific position. Regular probationary employees shall receive, during the probationary period, a formal written evaluation at approximately the end of the fifth month and again at approximately the end of the tenth month of service and at least ten (10) working days prior to the end of the probationary period. This final evaluation will determine if the probationary employee shall become a permanent employee.
- 16.1.2 PERMANENT EMPLOYEE EVALUATIONS: An employee in permanent status with less than two (2) years of service with the County Office shall be evaluated annually and no later than May 1st.
- 16.1.3 An employee in permanent status with two (2) or more years of service with the County Office shall be evaluated every other year as specified by the employer and no later than May 1st.
- 16.1.4 Classified employees with permanent status who have been employed with the County Office for at least ten (10) complete consecutive school years, and, whose two most recent evaluations “Meet or Exceeds Standards”, then, by mutual consent, the employee may be evaluated every five (5) years.

- 16.1.5 Nothing in this section shall preclude evaluations more often than every two (2) years when performance indicates the need for additional assistance.
- 16.1.6 In the event the employee is not evaluated within the review period, work performance will be deemed satisfactory.
- 16.1.7 Evaluations shall be conducted by a supervisor who has first-hand knowledge of the employee's performance.
- 16.1.8 Any employee, whether probationary or permanent, may be evaluated for unsatisfactory service at any time.
- 16.2 Evaluations shall be made on the form attached to this agreement as Appendix A.
- 16.2.1 Evaluations shall be reviewed with the employee for comments, response, and signature. A copy of the completed evaluation form will be given to the employee. The original evaluation form will be filed in the employee's personnel file.

ARTICLE XVII

STATUTORY CHANGES

- 17.1 Changes in articles incorporated into this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement. Superintendent reserves the right to negotiate the effects of such improvement. Reduction or elimination of articles which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties to meet and negotiate the effects of such changes.

ARTICLE XVIII: JUST CAUSE, DUE PROCESS and PROGRESSIVE DISCIPLINE (Effective August 1, 2014)

18.1 Purpose:

18.1.1 This article is to establish just cause, due process and progressive discipline for disciplinary action affecting CSEA bargaining unit members. These provisions govern discipline for all bargaining unit members and supersede California Education Code Sections 45113, 45116, and Kings County Office of Education Administrative Regulation 4218 to the extent those sections would otherwise be deemed applicable.

18.1.2 No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without just cause.

18.1.3 Any alleged misconduct which can be remedied by progressive discipline must be remedied in accordance with this Agreement.

18.2 General Provisions:

2.1 **Representation:** Administration must inform bargaining unit members they have the right to secure and utilize Association representation for any disciplinary considerations.

18.2.2 **Right of Rebuttal:** Bargaining unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.

18.2.3 **Acknowledgment of Receipt of Documents:** The bargaining unit member shall acknowledge receipt of all documents intended for placement in his/her personnel file. If the bargaining unit member refuses to sign such documents, a witness will be asked to sign that the unit member has received such document but refused to sign for receipt. Receipt of such document(s) does not indicate agreement or admission. Notice may also be documented by utilizing registered mail, Federal Express, etc. to transmit true copies of documents to be filed, return receipt requested.

18.3 Grounds:

18.3.1 The grounds for "progressive discipline" under this article shall include those identified in Education Code 45113 and 45116 et. Seq. and other behavior deemed to constitute unprofessional conduct. In every event where a formal charge is made, it shall be in writing and shall specify the instance(s) if behavior deemed to warrant discipline. Under no circumstances shall charges be arbitrary or capricious.

Examples of grounds for “progressive discipline” include but are not limited to:

- (a.) Falsifying any information supplied to the County Office, including, but not limited to, information supplied on application forms, employment records, or any other County Office records.
- (b.) Incompetency or inefficiency in the performance of the duties of his/her position.
- (c.) Carelessness or negligence in the performance of duty or in the care and use of office property.
- (d.) Insubordination {including, but not limited to, refusal to do assigned work}.
- (e.) Inexcusable neglect of duty.
- (f.) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- (g.) Dishonesty.
- (h.) Physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract by a contract or by law regulating the retirement of employees.
- (i.) Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her. Bringing alcoholic beverages or intoxicants to the jobsite, or reporting for work while under the influence of alcohol or intoxicants.
- (j.) Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.
- (k.) Personal conduct unbecoming an officer or employee of the office.
- (l.) Engaging in improper political activity during assigned hours of employment.
- (m.) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- (n.) Repeated and unexcused absence or tardiness and/or absence without leave.
- (o.) Abuse of illness leave privileges.

- (p.) Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education, the Superintendent or by any appropriate federal, State or local governmental agency.
- (q.) Willful or persistent violation of the Education Code of the State of California or rules of the Board of Education or the Superintendent.
- (r.) Any willful failure of good conduct either during or outside of duty hours which is of such a nature that it causes discredit to the office or to his/her employment.
- (s.) Abandonment of position. {Absence without leave for one working day may constitute abandonment}.
- (t.) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- (u.) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, sexual orientation, gender and/or transgender, or age against the public or other employees while acting in the capacity of a district employee.
- (v.) Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- (w.) Misuse of Kings County Office of Education property.
- (x.) Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

18.4 Levels of Progressive Discipline to be followed:

18.4.1 LEVEL ONE: Discussion between the immediate supervisor and bargaining unit members(s). Whenever possible, questions and/or issues should be resolved by means of objective discussion.

LEVEL TWO: Written warnings issued to bargaining unit member(s). Written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's personnel file.

LEVEL THREE: Written reprimand for placement into the bargaining unit member's personnel file. The County Office must append to the reprimand any prior written warnings and/or

reprimands which are to be relied upon for any purpose as well as complete copies of all employee responses to those documents.

LEVEL FOUR: A second written reprimand calling for suspension with pay. The County Office must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all employee responses to those documents.

LEVEL FIVE: A written reprimand calling for suspension without pay not to exceed ten (10) days. The County Office must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all employee responses to those documents. Upon issuing a suspension without pay, the County Office will advise the unit member to contact the Association.

18.4.2 Levels may not be bypassed arbitrarily or capriciously, however, it is mutually acknowledged that unusually serious behavior and/or exceptional conditions may warrant full or partial bypass of one or more levels. Timelines will follow California Education Code limitations.

18.5 Dismissal Proceedings Pursuant to Education Code

18.5.1 The County Office of Education retains the right to implement dismissal proceedings against a bargaining unit member in accordance with the Education Code (45113, et. seq.)

18.6 Plan of Assistance for Improvement

A unit member may be required to participate in, or may initiate on his/her own, the KCOE/CSEA Plan of Assistance for Improvement at any point during progressive discipline.

(Appendix A1)

ARTICLE XIX

TERMS OF AGREEMENT

The term of this agreement shall be July 1, 2015 to June 30, 2018.

The contract may be opened at any time by mutual agreement.

There will be no re-openers for the 2015-2016 school-year.

Each party shall have the right to reopen for the 2016-2017 and the 2017-2018 school year on the issue of salary, benefits, and two Article of their choice.

IN WITNESS THEREOF, the parties have signed or have caused their authorized representative to sign this Agreement this _____ day of _____, 2015.

Kings County Office of Education Superintendent of Schools

CSEA Chapter 697

KINGS COUNTY OFFICE OF EDUCATION
2015-2016
SALARY SCHEDULE
SPECIAL EDUCATION INSTRUCTIONAL ASSISTANT &
SPEECH AIDE I (NO COLLEGE DEGREE)

HOURLY RATE

Step A:	12.61
Step B:	13.24
Step C:	13.90
Step D:	14.60
Step E:	15.33
Step F:	16.10

ANNUAL SALARY:

Based on the hourly rate times 186 work days, 12 holidays, and vacation days times hours per day

HEALTH INSURANCE:

Plan year (Oct 1 – Sept 30) includes Medical, Dental, Prescription, Vision

Employer contribution not to exceed:

	<u>Employer</u>
Employee/Dependents(s). July 1, 2015	\$830.50 per month
Employee/Dependent(s). October 1, 2015	\$830.50 per month

LIFE INSURANCE:

Plan includes Annual Life and Accident \$50,000 policy

Bargaining Unit: CSEA

KINGS COUNTY OFFICE OF EDUCATION
 2015-2016
SALARY SCHEDULE
SPECIAL EDUCATION INSTRUCTIONAL ASSISTANT & SPEECH AIDE II (AA/AS DEGREE)

HOURLY RATE

Step A:	13.88
Step B:	14.58
Step C:	15.31
Step D:	16.07
Step E:	16.88
Step F:	17.72

ANNUAL SALARY:

Based on the hourly rate times 186 work days, 12 holidays, and vacation days times hours per day

HEALTH INSURANCE:

Plan year (Oct 1 – Sept 30) includes Medical, Dental, Prescription, Vision

Employer contribution not to exceed:

	<u>Employer</u>
Employee/Dependents(s). July 1, 2015	\$830.50 per month
Employee/Dependent(s). October 1, 2015	\$830.50 per month

LIFE INSURANCE:

Plan includes Annual Life and Accident \$50,000 policy

Bargaining Unit: CSEA

KINGS COUNTY OFFICE OF EDUCATION
 2015-2016
SALARY SCHEDULE
SPECIAL EDUCATION INSTRUCTIONAL ASSISTANT & SPEECH AIDE III (BA/BS DEGREE)

HOURLY RATE

Step A:	15.68
Step B:	16.46
Step C:	17.28
Step D:	18.15
Step E:	19.06
Step F:	20.01

ANNUAL SALARY:

Based on the hourly rate times 186 work days, 12 holidays, and vacation days times hours per day

HEALTH INSURANCE:

Plan year (Oct 1 – Sept 30) includes Medical, Dental, Prescription, Vision

Employer contribution not to exceed:	<u>Employer</u>
Employee/Dependents(s). July 1, 2015	\$830.50 per month
Employee/Dependent(s). October 1, 2012	\$830.50 per month

LIFE INSURANCE:

Plan includes Annual Life and Accident	\$50,000 policy
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Bargaining Unit: CSEA

KINGS COUNTY OFFICE OF EDUCATION
 2015-2016
 SALARY SCHEDULE
SPECIALIZED HEALTH CARE NURSE (Licensed Vocational Nurse)

HOURLY RATE

Step A:	\$20.30
Step B:	\$21.31
Step C:	\$22.38
Step D:	\$23.50
Step E:	\$24.67
Step F:	\$25.91

ADDITIONAL PAY:

\$4.73 additional per hour for Associates Degree in Nursing (ASN)

ANNUAL SALARY:

Based on the hourly rate times 185 work days, 12 holidays, and vacation days times hours per day

HEALTH INSURANCE:

Plan year (Oct 1 – Sept 30) includes Medical, Dental, Prescription, and Vision

Employer contribution not to exceed:

	<u>Employer</u>
Employee/Dependents(s) July 1, 2015	\$830.50 per month
Employee/Dependent(s) October 1, 2015	\$830.50 per month

LIFE INSURANCE:

Plan includes Annual Life and Accident \$50,000 policy

Bargaining Unit: CSEA

KINGS COUNTY OFFICE OF EDUCATION
2015-2016
SALARY SCHEDULE
BUS ASSISTANT

HOURLY RATE

Step A:	\$14.02
Step B:	\$14.72
Step C:	\$15.46
Step D:	\$16.23
Step E:	\$17.04
Step F:	\$17.89

Hourly rate of pay based on timesheet

Bargaining Unit: CSEA

**KINGS COUNTY OFFICE OF EDUCATION
CLASSIFIED EMPLOYEE EVALUATION FORM**

Name: _____ Date Due: _____ 5th month
 Current Job Title: _____ Employee ID: _____ 10th month
 Probationary **Permanent** **Annual**

Directions: Evaluator(s) shall complete this form by checking the appropriate rating and meeting with the employee to discuss its content. This form shall be signed and dated by both the employee and the evaluator(s). This evaluation will be placed in the employee's Personnel file. The employee has the right to respond either in the comment section or on a separate sheet to be attached to this evaluation. Ratings of "unsatisfactory" must be supported in the comments section or in the form of an attachment.

Rating Key

M/E = Meets or exceeds standards
 NI = Needs improvement
 U = Unsatisfactory

PERFORMANCE:

QUALITY OF WORK:

	M/E	NI	U
Work was presentable and accurate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Made effective use of time, met deadline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tasks performed met the guidelines of the job description,.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

KNOWLEDGE OF WORK:

Major phases of job understood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Methods used were effective and efficient	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Required skills were strong	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DEPENDABILITY:

Minimum supervision was required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Instructions were followed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WORK CHARACTERISTICS:

Problems were solved independently; a self-starter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was flexible and accepted new ideas readily.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expressed positive attitude toward work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prioritized work so that changing demands are met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WORKING RELATIONSHIPS:

Demonstrated courtesy and tact.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No known violations of job related confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicated effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worked as a positive team member.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Readily accepted constructive criticism and suggestions of supervisor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTENDANCE AND PUNCTUALITY:

Attendance was satisfactory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reported to work on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Followed established work schedule.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OVERALL RATING : *Meets or exceeds standards in all areas.*

SUPERVISOR'S COMMENTS:

Signature of Supervisor	Title	Date
Employee Signature ◆	Title	Date

◆ *Employee signature indicates that the evaluation has been seen by and discussed with the employee, but does not necessarily constitute agreement. Employee may attach comments on an additional sheet*

KCOE/CSEA
 PLAN OF ASSISTANCE FOR IMPROVEMENT

NAME: _____ PROGRAM _____ EFFECTIVE DATE _____

1. Performance Deficiencies	2. Behavior or Results Desired by Management	3. Action Employee Will Take to Correct Deficiencies	4. Action Management Will Take to Help Correct Deficiencies	5. Completion Date

I understand this Plan of Assistance for Improvement will be placed in my personnel file two months from its effective date. I also understand that a conference with my immediate supervisor/evaluator will be held approximately six weeks after the effective date of this Plan of Assistance for Improvement to determine which one of the three options listed below will occur. I further understand that my cooperation will be a factor in determining whether I have satisfactorily met this Plan of Assistance for Improvement.

1. Identification that deficiencies have been remediated and the Plan of Assistance for Improvement is concluded.
2. Satisfactory progress has been noted, but not all deficiencies have been remediated so the Plan of Assistance for Improvement is continued with new target dates established.
3. Standards of expected performance have not been met. The provisions of Article XVIII: Just Cause, Due Process and Progressive Discipline will continue to be followed as appropriate and applicable.

SIGNATURES acknowledging the Plan of Assistance for Improvement:

_____ / _____	
Employee	Date
_____ / _____	
Evaluator	Date
_____ / _____	
Evaluator	Date
_____ / _____	
Evaluator's Supervisor	Date
_____ / _____	
Assistant Superintendent of Human Resources	Date

I, _____ the employee, understand that my signature above indicates I have been fully informed of the results of the Plan of Assistance for Improvement. It does not necessarily mean I am in agreement. I also understand that I may write a response for my personnel file within five (5) working days from the time this Plan of Assistance for Improvement is officially stamped and placed in my personnel file.

1. Identification that deficiencies have been remediated and the Plan of Assistance for Improvement is concluded.
2. Satisfactory progress has been noted, but not all deficiencies have been remediated so the Plan of Assistance for Improvement is continued with new target dates established.
3. Standards of expected performance have not been met. The provisions of Article XVIII: Just Cause, Due Process and Progressive Discipline will continue to be followed as appropriate and applicable.

SIGNATURES acknowledging the RESULT of the Plan of Assistance for Improvement is option number _____ as shown above.

_____ / _____	
Employee	Date
_____ / _____	
Evaluator	Date
_____ / _____	
Assistant Superintendent of Human Resources	Date
_____ / _____	
Evaluator's Supervisor	Date

Side Letter Between Kings County Superintendent of Schools
and the California School Employees Association and its Chapter 697

One Time Stipend and Health Insurance Contribution Increase

Effective date of Increases: December 31, 2012
Stipend distributed December 14, 2012

California School Employees Association (CSEA) Chapter 687 agrees and accepts the proposal as set forth on the following page.

Sandy Lemos, CSEA Chapter 697

Date

Kings County Superintendent of Schools or designee

Date

Bargaining Unit Proposal
One time stipend and Health Insurance Contribution Increase

Purpose of Stipend and Contribution Increase

Health insurance has increased in the 2012-2013 fiscal year with all the additional cost paid by the employee. Due to the state finances, no salary increases have been paid, which has resulted in reduced net pay for employees. KCOE wishes to provide assistance to the employees by providing a stipend that will pay for prior costs but also increase the Health Insurance Contribution. The health insurance contribution is ongoing and provides an increased base for future years.

How Much is the Stipend?

We propose a \$500 one-time stipend to our employees that have health insurance.

Who is Paid?

Employees must meet the following criteria;

1. Health insurance premium made by employee on October 31st, 2012, and
2. Currently employed and on paid status on December 3rd, 2012.

Employees not meeting the criteria are not paid the stipend.

When would the Health Insurance contribution increase and how much will it increase?

The effective date of the increase of the health insurance contribution would be December 31st. The increase would be \$30/month.

Timing of the Proposal

The stipend will be distributed on December 14, 2012. Payroll will be processing starting on December 5th. A decision must be made by November 16th, 2012.

Kings County Office of Education

Tim Bowers - County Superintendent of Schools


Kings County
Board of Education

Area 1
Mickey Thayer

Area 2
Mary Gonzales-Gomez

Area 3
Mike Robinson

Area 4
William Gundacker

Area 5
Rachel Caudillo


Side Letter Between Kings County Superintendent of Schools and the California School Employees Association and its Chapter 697

One Time Stipend of \$500

Effective date of Increases: November 30, 2015
Stipend distributed December 14, 2015

To be paid to all unit members employed on date of ratification.

California School Employees Association (CSEA) Chapter 687 agrees and accepts the proposal as set forth on the following page.


CSEA Chapter 697

11-30-15
Date


Kings County Superintendent of Schools or designee

11-30-15
Date