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# AGREEMENT



**Los Angeles County  
Office of Education**  
Leading Educators ■ Supporting Students  
Serving Communities



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**Los Angeles County Board of Education  
and Superintendent of Schools  
*and*  
California School Employees Association  
(CSEA)  
Chapter 624  
(Paraeducators)**  
  
**2018-2021**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of March, 2019, by and between the Los Angeles County Office of Education, hereinafter jointly referred to as "Office," and the California School Employees Association and its Chapter 624 (CSEA) hereinafter referred to as "Association." The Association is an affiliate of the California School Employees Association. It is understood that negotiations and any resulting Agreement and ratification is between the Office and the local chapter. Such recognition of the Local Chapter 624 (CSEA) shall not preclude the Association from utilizing the advice, services and resources of its organization, the California School Employees Association.



## **ARTICLE I RECOGNITION**

The Office acknowledges its recognition of the Association as the exclusive representative for the following unit of employees:

Included:

The unit shall consist of all probationary and permanent classified employees in the following classifications:

Paraeducator - Academic-Readiness (See Appendix Q)  
Paraeducator - Academic (See Appendix Q)  
Paraeducator - Behavior Management  
Paraeducator - Health Care  
Paraeducator - Interpreter  
Paraeducator - Special Services  
Paraeducator - Transcriber  
Paraeducator - Translator Hearing Impaired  
Paraeducator - Translator Hearing Impaired (Restricted)  
Speech Language Pathology Assistant

Excluded:

The unit shall exclude all classified employees in classifications not listed as inclusions above; all non-classified and certificated personnel; all casual, temporary, or limited-term personnel, except regular unit members assigned to a summer program; substitute personnel of any description; all management, supervisory, and confidential personnel as defined in Government Code Sections 3540.1(g), 3540.1(c), and 3540.1(m).

3540.1(g) "Management employees" means any employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the public school employer subject to review by the Public Employment Relations Board.

3540.1(c) "Confidential employee means any employee who, in the regular course of his duties, has access to, or possesses information relating to, his employer's employer-Labor Relations.

3540.1(m) "Supervisory employee means any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

It is agreed that the aforementioned-described unit is the only appropriate unit, and neither party hereto shall seek by any means, including but not limited to utilization of PERB administrative proceedings, to revise or change said unit description in any way, except with respect to the appropriate placement of any newly created job classification. However, nothing herein shall prohibit changes to the unit by mutual consent.

The Association, in turn, recognizes the Office as the employer and representative of the people and agrees to negotiate exclusively and only with the designated representative of the Office.

Disputes relating to this Article are not subject to the grievance provisions of Article V.

## **ARTICLE II DEFINITIONS**

- A. BOARD - Shall mean the Los Angeles Board of Education.
- B. COUNTY - Shall mean the Los Angeles County Office of Education.
- C. DOMESTIC PARTNERSHIP - Shall mean a domestic partnership where both persons have filed a Declaration of Domestic Partnership, which complies with requirements of California's Domestic Partner Rights and Responsibilities Act of 2003 (California Family Code §§ 297 and 297.5) and all requirements therein. Existing domestic partner relationships acknowledged by the Los Angeles County Schools Joint Benefits Trust will continue to be recognized.
- D. EMERGENCY - Shall mean an unforeseen, sudden or unexpected occurrence, such as storms, floods, fire, or other calamitous events demanding immediate and prompt action.
- E. EMPLOYEE - Shall mean any person employed by the office in any capacity, including unit members.
- F. IMMEDIATE ADMINISTRATOR - Shall mean the principal, administrator or manager employed by the Office who has direct responsibility for supervising the unit member in question.
- G. IMMEDIATE FAMILY - Shall mean:
  - 1. For Bereavement Leave
    - Brother (brother-in-law, half-brother, stepbrother)
    - Daughter (daughter-in-law, stepdaughter)
    - Domestic Partner
    - Father (stepfather, father-in-law)
    - Grandfather
    - Grandmother
    - Granddaughter
    - Grandson
    - Spouse
    - Mother (stepmother, mother-in-law)
    - Sister (sister-in-law, half-sister, stepsister)
    - Son (stepson, son-in-law)
    - Any relative living in the immediate household of the employee.

2. For Catastrophic Leave Donation Program

Immediate family shall be defined as spouse, domestic partner, child, or parent under the immediate care of the unit member.

3. For Family and Medical Leave

Parent - Shall mean the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. The term "parent" excludes parent "in-law" and grandparents.

Son or daughter - Shall mean a biological, adopted, or foster child, a step-child, a legal ward or a child of a person standing in loco parentis, who is:

- a. under 18 years of age, or
- b. 18 years of age or older and incapable of self-care because of a mental or physical disability.

Spouse - Shall mean a husband, wife or domestic partner; unmarried domestic partners are excluded from the definition of "spouse."

- H. INCUMBENT - Shall mean: Unit members assigned to the classification of Paraeducator and employed on or before June 30, 2007 will remain in their current Paraeducator classification (See Appendix Q).
- I. INSURANCE PROGRAM - Shall mean an insurance or benefit carried by an insurance carrier or by the Office in a self-funding manner.
- J. JOINT BENEFITS COMMITTEE - Shall mean the Los Angeles County Office of Education Joint Benefits Committee (See Appendix R, "Joint Benefits Committee").
- K. NECESSITY - Shall mean something indispensable, unavoidable or compelling.
- L. NEW HIRE - Shall mean: Unit members assigned to the classifications of Paraeducator-Academic and Paraeducator-Academic Readiness, hired on or after July 1, 2007 will be employed in those classifications (See Appendix Q).
- M. OFFICE - Shall mean the Los Angeles County Board of Education and Superintendent of Schools jointly as the employer, together with their designated representatives.
- N. PARAEDUCATOR-ACADEMIC - Shall mean unit members employed within the Division of Student Programs. (See Appendix Q).

- O. PARAEDUCATOR-ACADEMIC READINESS - Shall mean unit members employed within the Division of Special Education (See Appendix Q).
- P. PERMANENT UNIT MEMBER - Shall mean a permanent unit member is one who has successfully served a probationary period.
- Q. PROBATIONARY UNIT MEMBER - Shall mean a person who has served an initial probationary period in a class not to exceed six months or 130 days of paid service, whichever is longer, as prescribed by the rules of the commission shall be deemed to be in the permanent classified service, except that the commission may establish a probationary period in a class not to exceed one year for classes designated by the commission as executive, administrative, or police classes. No employee shall attain permanent status in the classified service until he has completed a probationary period in a class. In any case the rules of the commission may provide for the exclusion of time while employees are on a leave of absence. The rights of appeal from disciplinary action prior to attainment of permanent status in the classified service shall be in accordance with the provisions of Section 45305.
- R. SUPERINTENDENT - Shall mean the chief executive officer of the Office or his/her designee(s).
- S. UNIT MEMBER - Unless otherwise clearly indicated by the context, shall mean any person employed by the Office in a position or classification which is included within the description of the negotiating unit described in Article I.
- T. WORKING DAY OR WORKDAY - Shall mean any weekday which has not been declared a holiday by the State of California or the Office.

## **DEFINITIONS OF ACRONYMS**

- ADA – Shall mean the Americans with Disabilities Act.
- CPR – Shall mean cardiopulmonary resuscitation.
- CSEA – Shall mean the California School Employees Association.
- DSP – Shall mean Division of Student Programs
- EERA – Shall mean the Educational Employment Relations Act.
- FLSA – Shall mean the Fair Labor Standards Act.
- FMLA – Shall mean the Family and Medical Leave Act.
- HCA – Shall mean Health Care Assistant.
- IEP – Shall mean Individualized Education Plan.
- LACOE– Shall mean the Los Angeles County Office of Education.
- NCLB – Shall mean No Child Left Behind.
- PAU – Shall mean Principal’s Administrative Unit.
- PERB – Shall mean the Public Employment Relations Board.
- PERS – Shall mean the Public Employees Retirement System.
- SLPA – Shall mean Speech Language Pathology Assistant.
- SPHC – Shall mean Specialized Physical Health Care.

### **ARTICLE III RETAINED RIGHTS**

- A. All matters not specifically enumerated as within the scope of negotiations in Government Code Section 3543.2, and all rights and powers not expressly limited by the clear and explicit language of this Agreement, are reserved to the Office even though not enumerated below. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. The legal, operational, geographical, and organizational structure of the Office, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and all advisory commissions and committees;
  2. The financial structure of the Office, including all sources and amounts of financial support, income, funding, taxes, and debts, and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements posed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budget matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocation, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement in Article IX;
  3. The acquisition, disposition, number, location types, and utilization of all Office properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
  4. All services to be rendered to the public, to school districts, to the State Department of Education, and to the State Superintendent of Public Instruction; all services to be rendered to Office personnel in support of the aforementioned services; the nature, methods, quality, quantity, frequency, and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the lawful subcontracting of services to be rendered, and functions to be performed, including educational, support, construction, maintenance, and repair services, except when such subcontracting causes layoff of unit members;
  5. For program operational necessity, the utilization of personnel not covered by this Agreement, including but not limited to, substitutes of any description, temporaries, support personnel, consultants, other classified personnel,

teachers, nurses, speech specialists and supervisory, confidential, or managerial personnel to perform work which is not normally done by personnel covered hereby and the methods of selection or assignment of such personnel;

6. The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level and program advancement, pupil placement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, and other personnel and the public with respect to such matters;
7. The selection, classification, direction, promotion, demotion, discipline, termination, and retirement of all personnel of the Office subject only to limitations of law and Article IX of this Agreement; affirmative action and equal employment policies and programs to improve the Office's utilization of women, disabled, and other minorities; the assignment of any employee subject to Article X of this Agreement to any location and also to any facilities, classrooms, functions, activities, academic subject matter, grade levels, specialties, departments, tasks, or equipment; the number of employees, and the determination as to whether, when, and where there is a job opening and to reassignment of employees. Reassignments shall be based upon reasonable grounds and shall not be made for arbitrary or capricious reasons. Except in emergencies or for necessity, reassignments shall be discussed with and written notification shall be given to unit members at least five (5) working days in advance of reassignment. Upon request of the unit member, written reasons for the reassignment shall be provided, however such reasons shall not be subject to the grievance procedures set forth in Article V;
8. The job classification including the content and qualifications therein;
9. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards subject to Article VIII of this Agreement;
10. The dates, times, and hours of operation of any Office facility, function, service, or activity; the assignment of overtime subject to Article VI of this Agreement;
11. Safety and security measures for students, the public properties, facilities, vehicles, materials supplies, and equipment, including the various rules and



duties for all personnel with respect to such matters subject to Article XI of this Agreement;

12. The rules, regulations, and policies for all employees, students, and the public;
13. The termination or layoff of employees, consistent with law, as the result of the exercise of any rights of the Office not limited by the clear and explicit language of this Agreement; and
14. Action on any matter in the event of an emergency as defined in Article II of this Agreement.

All other rights of management not expressly limited by the clear and explicit language of this Agreement are also reserved by the Office, even though not enumerated above. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the Office's rights.

- B. The above-mentioned rights and powers of the Office are also intended to include and preserve the rights and powers of the Personnel Commission as prescribed by law.
- C. The exercise of any right reserved to the Office herein in a particular manner or the non-exercise of any such right shall not be deemed as a waiver of the Office's right or preclude the Office from exercising the right in a different manner.
- D. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the Office, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance provisions set forth in Article V. However, nothing herein shall prohibit the filing or processing of a grievance alleging violation of an express term of some other Article of this Agreement, which Article is itself subject to the grievance procedure.

## **ARTICLE IV ASSOCIATION RIGHTS**

### **A. Access**

1. Authorized Association representatives shall, in accordance with conditions noted herein, have the right of reasonable access to Office facilities for the purpose of contacting unit members in transacting lawful Association business. Any such representative shall first report to the office of the immediate administrator to announce his/her presence and intended general purpose of the visit. In no event shall any representative or unit member interrupt or interfere in any way with normal work.
2. Contacts with unit members shall be limited to non-duty hours such as breaks, duty-free lunch periods, and before and after the workday.
3. Contacts may be made at other times under extenuating circumstances and for good cause with prior notification and permission of the office of the immediate administrator, which shall not be unreasonably withheld.
4. The Association may utilize Office facilities outside of duty hours for meeting purposes, and any such meetings and other utilization shall be subject to provisions of the Civic Center Act.

### **B. Distribution and Posting of Material**

The Association may distribute organizational literature on Office property provided it conforms to the content responsibility herein stated and does not interfere in any way with official business. No person shall distribute literature on Office property in a place or manner which distracts unit members or employees who are performing their duties. Literature may be distributed or left for pickup in staff rooms, unit member mailboxes or in other appropriate site locations as designated by the site administrator. The immediate administrator shall be supplied with a complete copy of materials or literature to be distributed or posted. The Association shall have the right to post notices of Association concerns on the bulletin board regularly established for unit members as long as such notices are consistent with the content responsibility stated herein. The immediate administrator shall designate a portion of the bulletin board for Association use.

### **C. Use of Internal Mail System**

1. The Association shall be allowed to continue lawful use of the internal school mail system to distribute materials to the bargaining unit provided (a) the materials distributed are not solely for the purpose of Association business, and (b) the Superintendent or designee is provided a complete copy at the time

the materials are deposited in the mail system. Specific letters, notes and other communications to individuals, or materials solely for the purpose of Association business, shall not be distributed by the internal mail system unless correct postage is affixed.

2. The Superintendent specifically reserves the right to prohibit the distribution of mail which does not comply with these provisions or with the lawful use of the internal mail system. For purposes of application to this section, "solely for the purpose of Association business," shall be defined as including, but not limited to, (a) internal organizational business or elections, (b) political or ideological activities as defined by law, (c) certification and decertification elections, or organizing for recognition purposes, and (d) information concerning the amount of an agency fee.
3. The Office will provide delivery and pickup for lawful materials to the Association office at such times as pickup and delivery is made to Office facilities in close proximity to the Association office.

D. Content Responsibility

Any literature to be distributed or posted must be dated and must signify the person and the Association responsible for its promulgation. The Association assumes full legal responsibility for the content of its literature and agrees to indemnify and hold the Office harmless against any claims and costs arising out of the promulgation and distribution of such literature.

E. Unit Member Lists

The Office shall, by October 15 of each school year, furnish the Association without charge, a list of names and site locations of all unit members and shall notify the Association of newly employed unit members monthly thereafter. Addresses and telephone numbers of unit members shall also be furnished the Association upon request and upon prior authorization of the unit member. Changes of the addresses and telephone numbers of unit members who have authorized the release of same will be furnished to the Association monthly. The Association agrees to use such information for internal organizational purposes only and agrees not to disclose this information to any third party.

F. Board Agenda and Minutes

The Association shall receive two copies of the complete agenda and minutes of all Board of Education meetings with the exception of minutes of executive sessions or other confidential minutes, communications or materials.

G. Association Information for New Employees

During the course of new employee orientation and induction, an information packet prepared by the Association will be distributed to new employees by Human Resource Services. Included in the new employee documents will be a copy of the Agreement and a memorandum from Human Resource Services explaining employee rights under organizational security.

H. Organizational Security

1. Employee Rights

The Office and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

A unit member has the right to choose to become a member of the Association.

2. Payroll Dues Deduction

Salary warrants to unit members covered by this Agreement shall be reduced by the amount which has been voluntarily authorized in writing by the unit member for the purpose of paying monthly unified membership dues of the unit member in the Association and its affiliates. Such written dues authorization shall be revoked upon written notice to that effect from the Association and such revocation shall be effective commencing with the next monthly pay period. The Office shall, on a monthly basis draw its order upon funds of the Office in favor of the Association for the amount equal to the total of dues deductions made during that month and shall furnish a list of unit members affected together with the amount deducted from each. Pursuant to Board Policy, credit union deductions may be made to any credit union with ten (10) or more subscribers.

The Office shall rely on information provided by the Association regarding whether deductions are authorized, canceled, or changed. The Association shall inform the Office within a reasonable amount of time after a new employee chooses to become a member of the Association and authorizes a payroll deduction for payment of unified Association dues, initiation fees and general assessments. Likewise, the Association shall inform the Office within a reasonable amount of time after an Association member cancels or modifies previously authorized payroll deductions.

### 3. Office Obligations

The Office's obligation under this Article is to:

deduct from pay appropriate amounts pursuant to this Article.

Under no circumstances shall the Office be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

#### I. Personnel File Review

Upon approval of a unit member, the Association shall be entitled to have one Representative accompany the unit member to review the unit member's personnel file outside of duty hours. Upon written authorization of the unit member, a CSEA staff representative may review the unit member's personnel file during duty hours.

#### J. Committees

Unit members participating on committees established jointly by CSEA and the Office or at the initiative of the Office shall be released from duty without loss of compensation and receive mileage reimbursement for travel associated with such committees. This section applies, but is not limited to the following committees: Shared Decision Making Central Council, Safety, and Budget Committees as examples. CSEA's participation in Office committees does not constitute a waiver of CSEA's bargaining rights.

#### K. Contract

The Office shall print and distribute the new contract, including any side letter of agreement, to all unit members within ninety (90) days after ratification of the contract by the Board of Education.

## **ARTICLE V GRIEVANCE PROCEDURES**

### **A. General Provisions**

The grievant shall be allowed representation by the Association at all levels of the grievance process if requested. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are other matters indicated as excluded elsewhere in this Agreement. The Office shall be the respondent in all cases. The Association may itself grieve with respect to an alleged violation by the Office. The filing or pendency of a grievance shall not delay or interfere with the implementation of any Office action during the processing thereof. If the Office receives a grievance filed on behalf of an employee by the Association which is not signed by the affected employee, the Office will send a copy of the grievance to the affected employee.

The grievant shall be allowed representation by the Association at all levels of the grievance process if requested. In situations where the Association has not been invited to represent the grievant, the Office shall not agree to a final resolution until the Association has received a copy of the grievance and the proposed resolution, and has been given an opportunity to state in writing its view on the matter. If the grievant does not respond within the time periods specified in this Article V, the grievance will be deemed settled on the basis of the decision last made by the Office. If the Office does not respond within the time periods specified in this Article V, the grievance shall be deemed to be denied and the grievant may pursue the matter to the next level.

### **B. Informal Level**

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve the matter by means of an informal conference with his or her immediate administrator. Such a conference shall include the grievant, a representative if requested, and the immediate administrator.

### **C. Level I**

After completing the informal level, and in no event later than twenty (20) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate administrator. If neither the grievant nor the Association has actual or constructive knowledge of the occurrence of the grievance act or omission, or could not with the exercise of reasonable diligence have known about it, then the twenty (20) working-day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence. The parties may mutually agree to extend the presentation of a

grievance with a showing of good cause; but such extension shall not exceed twenty-five (25) working days.

The written statement shall be a clear, precise statement of the grievance, including the specific provisions of this Agreement alleged to have been misinterpreted or misapplied, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Either party may request a personal conference with the other party. The immediate administrator shall communicate a written decision to the unit member and the Association representative, if any, within ten (10) working days after receiving the grievance and such action will terminate Level I.

D. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the next level administrator within five (5) working days after termination of Level I.

The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. The next level administrator shall conduct an investigation into the allegations and shall communicate a decision within five (5) working days after receiving the appeal and such decision shall terminate Level II. Either the grievant or the next level administrator may request a personal conference within the above-stated time limits.

E. Arbitration

Grievances which are not settled at Level II, and which the grievant and the Association desire to contest further, shall be submitted to Arbitration as provided herein, but only if the Association gives written notice to the Office within five (5) working days after the termination of Level II of its desire to arbitrate the grievance. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the Office shall not constitute a waiver by the Office of a defense that the dispute is not grievable.

F. Selection of an Arbitrator

As soon as possible, and in any event not later than ten (10) working days after the Office receives the written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) working days, an arbitrator shall be selected from a list of 7 arbitrators

obtained from the State Mediation Service identified as having experience with educational agencies by alternate striking of names until one remains.

The party who strikes the first name shall be determined by lot. If the arbitrator selected indicates that he/she will not be available for hearing within a reasonable time not exceeding sixty (60) calendar days, the parties shall proceed to select another arbitrator from the list obtained from the State Mediation Service.

G. Motion to Dismiss

If the Office claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, or that the party has breached the confidentiality provision, such a claim shall, at the option of the Office, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/ continuance between such a ruling and any further proceedings which may be necessary. The Office may also at its option, and without prejudice, have such a claim heard along with the merits of the case. If the Office should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the Office to proceed to arbitration.

H. Limitations upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator are to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, detraction, or revision) of the written terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his/her opinion such decision or



award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the terms of this Agreement.

The arbitrator may hear only one grievant at a time unless the Office expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

I. Arbitrator's Decision

The decision or award of the arbitrator within the limits herein prescribed shall be final and binding on all parties.

The grievance and arbitration procedures described above are to be the Association's and unit member's sole remedy for any claim to breach of this Agreement. This does not preclude appropriate judicial review.

J. Expenses

Fees and expenses of the arbitrator shall be shared sixty percent (60%) by the Office and forty percent (40%) by the Association. Each party shall bear the expense of the presentation of its own case, with the exception of released time which shall be provided in Section L, of this Article.

K. Association Representation

The grievant shall be entitled, upon his/her request, to representation by the Association at all grievance meetings. In situations where the Association has not been invited by the grievant to represent the grievant, the Office shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

L. Reasonable Released Time

Grievance meetings will be scheduled by the Office at mutually convenient time and places. Normally such meetings will be scheduled in such a manner that they will not conflict with regular duties. However, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable released time (including necessary travel time) without loss of salary will be provided to the grievant and his/her authorized Association representative, if any. Such released time for the Association representative shall be charged to Association Leave in accordance with this Agreement. This constitutes reasonable periods of released time within the meaning of Government Code Section 3543.1(c).

M. No Reprisal

There shall be no reprisal made against the unit member for processing a grievance at any level or for assisting a grievant in the above procedures.

N. Complaint Procedure Regarding Responsibilities when Certificated Teacher is Absent

Unit member(s), or the Association on behalf of unit member(s), may file a complaint to enforce the current Office policy regarding the appropriate dispersal of pupils to certificated staff when a certificated teacher is absent and no substitute teacher is available to provide coverage.

The complaint shall be in writing and presented to the Site Administrator as soon as reasonably practicable. After meeting with the Site Administrator and after receiving a written response, the complaining party may appeal the complaint to the appropriate Regional Director. If the complaining party has not obtained a satisfactory response in writing, the matter will be submitted in writing to both the Director of the Division and the Director of Labor Relations. The complaining party will have the right to a joint meeting with the two Directors. After the meeting, the Director of Labor Relations will respond in writing to the complaint. This response will constitute the final step in the appeal process.

Although no specific timelines are provided for this procedure, all parties are expected to respond and process the complaint as soon as practicable.

O. Grievance Files

The Office records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Access to a grievant's file shall be limited to the grievant and administrative personnel who have a legitimate need to have such access.

## **ARTICLE VI HOURS OF EMPLOYMENT**

### **A. Work Year**

1. Unit members who are twelve (12) month employees shall work the full calendar year.
2. Unit members who are school-year employees will normally be scheduled to work all pupil days of the regular September through June school session, plus any additional days as determined by the Office.

### **B. Workweek/Overtime**

1. Six (6) hour day or less unit members.
  - a. Workweek: The workweek for any part-time unit member having a regular workday of at least four (4) hours, but less than seven (7) hours, shall consist of no more than five (5) consecutive days.
  - b. Overtime: Such an employee shall be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required to be performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one (1) day or hours worked in excess of forty (40) hours in a calendar week.
2. Seven (7) hour day unit members.
  - a. Workweek: The workweek for any part-time unit member having a regular workday of at least seven (7) hours, but less than eight (8) hours, shall consist of no more than five (5) consecutive days.
  - b. Overtime: Such an employee shall be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay, or shall be provided compensatory time off, for any work authorized and required to be performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one (1) day or hours worked in excess of forty (40) hours in a calendar week.
3. Eight (8) hour day unit members.
  - a. Workweek: The workweek for any full-time unit member shall be forty (40) hours and the workday shall be eight (8) hours.

- b. Overtime: The Office will provide compensation at a rate equal to one and one-half (1 1/2) times the regular rate of pay, or compensatory time off, for unit members who are authorized and required to perform overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one (1) day or hours worked in excess of forty (40) hours in any workweek.
4. Less than four (4) hours unit members.
- a. Workweek: For part time unit member having an average workday of less than four (4) hours, the workweek shall consist of no more than five (5) consecutive days.
  - ~~a.~~ Overtime: Work required to be performed on the seventh (7<sup>th</sup>) day following the commencement of his/her workweek, or four hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in any work week shall be compensated at a rate equal to one and one half (1 1/2) times the regular rate of pay. The Office will provide compensation at a rate equal to one and one-half (1 1/2) times the regular rate of pay or compensatory time off, for unit members who are authorized and required to perform overtime.

Additional hours shall be offered to qualified bargaining unit members prior to being offered to substitute employees.

#### C. Scheduling of Hours

The scheduling of hours and workdays shall be established by the Office. The scheduling of hours and workdays shall be established for each unit member at the commencement of their employment and at the beginning of each school year. The unit member will have the opportunity for input. Except in emergency situations, unit members and the Association shall receive written notification of changes in scheduling of hours or workdays prior to the change. A unit member may request and be granted by the immediate administrator a regular earlier or later reporting time. If the requested change in reporting time is not possible in the unit member's current assignment, the immediate administrator will attempt to facilitate a reassignment to a vacant position within the PAU/program. If the unit member is not satisfied with the efforts of the immediate administrator, the unit member, with the Association representation if desired, may appeal to the division director, or designee, whereupon a review of the assignment shall occur.

For the purpose of computing hours worked time during which the unit member is excused from work because of holidays, vacation or fully paid leaves of absence shall be considered as time worked by the unit member. The designation, authorization, approval and allocation of any overtime shall rest solely with the Office.

Principals will solicit the interest of bargaining unit members in other assignments. Bargaining unit members may request consideration for other assignments by notifying their principals of their interest in possible job openings within the PAU for the current school year using the form found in Appendix M (Notification of Interest). This form may be submitted on an annual basis between July 1 and June 30. Notifications so filed shall be in effect until June 30.

Permanent bargaining unit members who have submitted a Notification of Interest for the current school year shall be considered for vacant assignments within the PAU. A principal may deny a permanent bargaining unit member placement in a position for operational reasons which shall not be arbitrary or capricious. The principal shall provide a written response to all bargaining unit members who expressed interest in a vacant assignment within five (5) business days of filling the vacancy.

Whether overtime is paid or compensatory time off is provided shall be at the option of the Office, it shall be taken within the same period it was earned.

When a unit member is authorized and required to work on any paid holiday, he/she shall be compensated, or given compensatory time off, in addition to regular pay received for the holiday, at the rate of one and one-half (1 1/2) times the regular rate of pay.

Unit members regularly assigned to ride buses shall be reimbursed for additional time. Additional time shall become part of the unit member's assigned hours if required to be performed on a continuing basis as provided in an IEP or if performed for more than forty-five (45) calendar days. Memorandum of Understanding (MOU), identified as Appendix L, of this contract.

**D. Lunch Period**

Unit members who have been assigned for duty for at least six (6) hours shall be entitled to a duty-free unpaid lunch period of thirty (30) minutes or longer. Unit members who have been assigned for duty for less than six hours per day shall have the option to take a duty free unpaid lunch for 30 minutes or longer. The option of a duty free unpaid lunch period shall be established at the beginning of each school year by the unit member, reported in writing to the immediate Administrator, and shall be consistent throughout the school year. The lunch period shall be scheduled by the immediate administrator at any time other than during the first or last hour of the assignment.

**E. Rest Period**

Unit members shall be granted one paid rest period of fifteen (15) minutes for each complete four (4) hours of work. The break shall be scheduled by the

immediate administrator generally for midmorning and/or midafternoon but not during the first or last hour of the assignment. Rest periods shall not be combined with lunch periods.

F. Adjustment of Accrued Benefits

A part-time unit member authorized and required to work a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of not less than twenty (20) consecutive working days shall have his/her illness, vacation, and other benefits conferred by law accrued at a rate to reflect on a pro rata basis the longer time worked. This does not include those fringe benefits, such as insurance, authorized by the Government Code commencing with Section 53200.

G. Outdoor Education Assignment

Unit members required and approved for assignment to an Outdoor Education program shall have their hours adjusted to eight (8) hours per day for the total period, and only for the period, of the assignment.

**ARTICLE VII**  
**LEAVES OF ABSENCE, VACATIONS AND HOLIDAYS**

**A. General Provisions**

A leave of absence is an authorization for a unit member to be absent from duty for a specific period of time and for an approved purpose specified below.

The leave protects the unit member by holding a place for such member in the Office until the leave expires, with the right to return to the Office in a classification of the same status and rank unless there has been a layoff affecting the unit member on leave. Usually the unit member has the right to return to the same position, provided the position would have otherwise remained.

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, insurance fringe benefits and retirement credit, the same as if they were not on leave. Those who go on an unpaid leave, during any pay period, shall receive their insurance fringe benefit (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan for one (1) calendar year, provided they make advance payment of the premiums in a manner required by the Office. Apart from this benefit, the unit member shall receive no wages, fringe benefits, retirement service credit or other benefits for the duration of any unpaid leave.

Part-time unit members shall be entitled leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time unit member.

It is agreed that a unit member who is absent from work, other than for those days as authorized by State Law or authorized by leave provision of the Agreement, is taking an unauthorized absence in violation of this Agreement. The Office shall deduct a full daily salary amount for each day of absence.

Any unit member who is absent from work without an approved leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the Office. Such action by the Office shall not act to waive any due process rights of the unit member.

The Office may require any reasonable proof of absence claim for utilization of any paid leave provision contained in this Article VII. The Office may also require reasonable proof the unit member is able to remain in service, including but not limited to an examination by an Office-appointed physician at Office expense.

Unit members on an unpaid leave of absence may not convert such a leave to a paid leave of absence.

In case of any impending absence, a unit member shall so inform the office of the immediate administrator as soon as possible on the day of absence or the day before, if possible. The immediate administrator may require the unit member returning to service to give notice of same before completion of the unit member's assigned hours on the workday preceding the return to service. If a unit member returns to service without giving this required notice and a substitute has reported to duty, the substitute shall be permitted to work with pay, and the unit member shall be charged with personal business leave without compensation.

Abuse or misuse of any leave privileges by a unit member shall be cause for disciplinary action. Such disciplinary action shall be subject to any due process rights of the unit member.

## B. Compensated Leaves of Absence

### 1. Bereavement Leave

A unit member shall be allowed up to three (3) workdays of absence with pay upon the death of any member of the unit member's immediate family. If travel out-of-state is required, or in-state north of the northern boundaries of Monterey, San Benito, Merced, Mariposa, Madera, Fresno, and Inyo Counties, the length of leave shall be extended up to a total of five (5) workdays.

The Office may require verification of the death, relationship, and necessity of the absence and travel.

The use of this leave shall be within thirty (30) workdays after the death of the member of the immediate family. Upon request these time limits may be waived by the immediate administrator for extenuating circumstances.

The use of this leave shall be exclusive of any other leave with pay, and no deduction shall be made from any accumulated leave of absence balance. At the sole discretion of the Office, additional days of absence beyond those described herein are provided under Personal Necessity Leave upon written request.

### 2. Illness, Accident, or Quarantine Leave

#### a. Purpose

The purpose of illness, accident, or quarantine leave, unless otherwise provided in this Article, shall be for an illness, injury, or legally established quarantine, which makes it medically inadvisable for the unit



member to perform normal duties on a scheduled workday. This includes any period of actual disability (physical condition causing inability to perform regular duties) resulting from pregnancy, miscarriage, childbirth.

b. Allowance

A unit member on paid status eight (8) hours per day for twelve (12) months per year shall be granted twelve (12) days leave of absence for sick leave each year. Unit members employed part-time and/or for less than a full year shall be granted leave of absence for sick leave on a pro-rata basis in the proportion that their employment bears to full-time, twelve (12) month employment.

At the beginning of each fiscal year, the amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. However, a probationary member of the Office shall not be eligible to take more than six (6) illness days until the first (1st) day of the calendar month after completion of six (6) months of active service with the Office. If the unit member terminates employment having used more sick leave than accrued, an adjustment will be made on the final warrant.

If a unit member does not take the full amount of illness leave allowed in any fiscal year, the amount not taken shall be accumulated from year to year without limit.

In addition to the full paid illness leave, each unit member shall, at the commencement of the fiscal year, be credited with a combined total of one hundred (100) workdays at fifty percent (50%) pay illness leave and all full pay illness days accumulated and credited.

At least fifteen (15) working days prior to the exhaustion of all leave for extended illness, the Office will send a written notice which will inform the unit member of the date leave will be exhausted, the option of applying for non-compensated leave, catastrophic leave, the rights under COBRA to continue health benefits upon payment by the unit member, and the potential placement on a reemployment list as set forth below.

If at the conclusion of all leaves of absence, paid or unpaid, the unit member is still unable to assume the duties of his/her position, the unit member may request an unpaid leave for up to twelve (12) workweeks during a twelve month period, if eligible, under the Office's Family and Medical Leave Policy. Following such family medical leave, if the unit member is unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

c. Maternity Disability

Maternity disability shall be considered as any other illness.

d. Illness Leave Payoff Upon Termination

Upon termination from service, a classified unit member who holds a permanent position and who has at least five (5) years of continuous service shall receive a lump sum payment for accumulated full-pay illness leave subject to the conditions listed below, or have accumulated full-pay illness leave certified to PERS for retirement credit. Continuous service means actual service and any approved or authorized unpaid or paid leave of absence.

- 1) Payoff for unused illness leave shall not be made if the unit member terminates and joins another public entity to which unused accumulated illness leave shall be transferred pursuant to Education Code Section 45202.
- 2) Accumulated unused illness leave transferred to the Office from another public entity in accordance with Education Code Section 45202 shall be subject to a lump sum payoff award; however, years of service in the other agency shall not be counted for payoff purposes.
- 3) A unit member's accumulated unused illness leave transferred to the Office from the County of Los Angeles on July 1, 1971, as a result of reorganization of functions pursuant to Education Code Sections 1310-1316, shall be subject to a lump sum payoff award and the number of years with the County as a regular (probationary or permanent) employee shall also count in calculating the lump sum payoff award.
- 4) The amount of accumulated illness leave applicable to the lump sum payment shall be calculated as follows:
  - a) Not to exceed six (6) unused fulltime illness leave days times the number of years of service.
  - b) Total maximum of ninety (90) unused full-pay illness days.
  - c) Payment shall be at the daily current salary rate of the unit member effective on the date of termination.
- 5) Unit members who have been paid for unused illness leave in accordance with this provision shall have no further claim on any remaining unused illness leave for such purposes as reinstatement

upon reemployment, transfer to another public agency, or for retirement credit (PERS).

- 6) Permanent part-time unit members shall be entitled to a lump sum payment for unused accumulated illness leave subject to the conditions described above in the same ratio that their amount of service; i.e., average number of hours per day of scheduled duties, bears to full-time service.
- 7) A unit member who becomes a certificated employee or a non-classified Employee with the Office shall retain all unused illness leave and shall not be eligible for an unused illness leave lump-sum payment.
- 8) A certificated or non-classified employee of the Office who becomes a unit member shall be eligible for the lump sum payment of unused illness leave as if the unit member was a classified employee the entire period of employment.

### 3. Industrial Accident or Industrial Illness Leave

A permanent unit member who has sustained a job related injury or illness shall report the injury to the immediate administrator on the Office Accident Report form as soon as possible, but normally not later than the next scheduled workday following the accident or inception of the illness.

Paid industrial accident or industrial illness leave shall be granted to the permanent unit members, as provided herein, for injury or illness which is incurred within the course and scope of assigned duties and which would qualify for Workers' Compensation coverage.

In order to qualify for industrial accident or industrial illness leave coverage, a unit member claiming such leave shall be subject to examination by an Office-appointed physician at Office expense to verify his/her condition and to evaluate any claims.

Accrued illness leave or vacation, if any, shall be used provisionally until the disposition by the Office has been made of the permanent unit member's request for industrial accident or industrial illness leave. If industrial accident and illness leave is granted industrial accident and industrial illness leave shall be retroactive and any provisionally used illness leave or vacation shall be restored.

The allowable industrial accident and industrial illness leave is sixty (60) days per fiscal year and is not cumulative. Not more than sixty (60) days may be used for each accident or illness. Should the leave extend into the next fiscal year, the unit

member shall be entitled to only the amount of unused leave due him/her for the particular accident or illness.

In the event a unit member should be injured due to a physical assault by a student, an extension of up to twenty (20) days industrial leave, in addition to the sixty (60) days, shall be automatic.

Salary received during this leave, when combined with any amount awarded for temporary disability indemnity (Workers' Compensation or any other Office benefit), shall not exceed the unit member's regular salary.

Industrial accident or industrial illness leave shall commence on the first day of absence and shall be charged by one (1) day of authorized absence, regardless of the temporary disability indemnity award.

Upon conclusion of the industrial paid accident and industrial illness leave, the unit member may utilize any available sick leave or vacation. For other leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

Upon the expiration of the Industrial Accident/Illness Leave, a unit member shall be entitled to utilize illness leave and vacation if available. Thereafter the unit member may request in writing one extension of Industrial Accident/Illness Leave up to twenty (20) working days. A medical verification of need shall accompany the written request. In no event will the number of days approved for extended Industrial Accident/Illness Leave be more than the number of the accrued full-time illness days used by the unit member beyond the initial sixty (60) days Industrial Accident/Illness Leave. Denial of such extension of Industrial Accident/Illness Leave shall not be subject to the Grievance Procedure in accordance with Article V unless denial was based upon arbitrary or capricious grounds.

Unit members shall be permitted to return to service after an industrial accident or industrial illness leave only upon presentation of a release from the treating physician, and at the Office's option and expense from the Office-appointed physician, certifying the unit member's ability to return to work.

Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless expressly authorized to travel outside of the state by the Office.

If all available leaves of absence, paid or unpaid, have been exhausted, and the unit member is not medically able to assume the duties of his/her position as determined by the employer's physician, the unit member may request an unpaid leave for up to twelve (12) workweeks during a twelve (12) month period as provided by the Family Medical Leave Act of 1993 and Board Policy, (see

Appendix B). Following such leave, if the unit member is unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. Prior to placement on the list, the Office shall make an effort to accommodate through modification of duties whenever possible. In the case of permanent disability which substantially limits one or more major life activities, the Office shall implement the provisions of Americans with Disability Act (ADA) as provided in Board Policy 4011.2 Disability Discrimination-Employment.

When upon placement on the list, the unit member is able to assume the duties of his/her position or a similar position during the thirty-nine (39) month period, he/she shall be employed in a vacant position over all available candidates, except for a reemployment list established because of lack of work, lack of funds, or abolishment of position, in which case he/she shall be listed in accordance with appropriate seniority regulations.

#### 4. Personal Necessity Leave

##### a. General

Personal necessity leave may be utilized by a unit member who has sufficient sick leave credit for circumstances that are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and cannot be dealt with during off duty hours.

For purposes of this Article, "emergency" shall mean an unforeseen, sudden or unexpected occurrence demanding immediate and prompt action, and "necessity" shall mean something indispensable, unavoidable, or compelling.

The unit member may elect to use not more than seven (7) days of unused sick leave per fiscal year for purposes of approved personal necessity leave. Unused personal necessity leave entitlement shall not be cumulative from year to year. The number of days of personal necessity leave shall not exceed the number of full days of unused sick leave accumulated during the regular school year to which such member is entitled.

The unit member shall use only that amount of time necessary to adequately attend to the matter of the necessity or emergency.

The Office reserves the right to review each request and to verify such request by any appropriate means. The Superintendent or designee shall be responsible for granting or denying the request.

The unit member shall submit a request for personal necessity leave on an approved form to the immediate administrator not less than five (5) workdays prior to the beginning date of the leave, unless the unit member is using

personal necessity leave for emergency reasons, as provided herein, in which case prior approval need not be obtained.

b. Emergency

The prior approval requirement shall not apply to the following emergency reasons for using personal necessity leave:

- 1) Death or illness of a member of the immediate family. Requests granted under this section shall be in addition to those provided under Bereavement Leave of this Article.
- 2) Accident involving the unit member or his/her property, or the person or property of a member of the immediate family.
- 3) To attend a funeral of a close friend or a member of the unit member's family other than the immediate family. Only time necessary to attend the funeral is allowable, with a maximum of one (1) day for this purpose.
- 4) A maximum of five (5) days may be used in connection with the birth or adoption of a child of a parent who is a unit member.

When prior approval is not required, the unit member shall make every reasonable effort to comply with procedures designed to secure substitutes and shall notify the immediate administrator of the expected duration of the absence.

Immediately upon return to active service the unit member shall complete the Absence Claim report and submit it to the immediate administrator, and shall provide such additional verification of the use of these leave provisions as may be requested by the immediate administrator.

c. Non-Emergency

Examples of reasons for using personal necessity leave that do require advance approval

- 1) Subpoena to appear in court as a witness. The unit member shall remit to the Office any witness fees received, but may retain payments received for witness expenses.
- 2) Medical or dental appointments which are preventive in nature and cannot be scheduled during other than work hours.

- 3) Participation in lawful activities or observances which are during work hours and in which the unit member conscientiously believes he or she must participate.
- 4) Marriage or graduation from high school or college of a member of the unit member's immediate family.
- 5) Matters affecting the person or property of the unit member or unit member's immediate family which are serious in nature and necessitate the attention of the unit member and can be dealt with only during duty hours.

Examples of reasons for which personal necessity leave approval shall not be granted are:

- Political activities or demonstrations
- Vacation, recreation, social activities or holiday
- Convention or meeting related to the unit member's avocation or profession
- Civic or organizational activities
- Unit member's Association activities
- Activities related to spouse's business, profession or avocation
- Pursuit of professional degree or academic course work, or pursuit of business interests or other employment
- Processing grievances or personal lawsuits or appealing traffic tickets
- Court appearance as the moving party or as a defendant in a criminal suit
- Activities which may be scheduled or conducted during other than working hours and which could reasonably be scheduled on weekends, during recesses or vacations
- Absence due to any work stoppage, work slowdown or any other unlawful activity.

d. Discretionary Personal Necessity Leave

Three (3) days of Personal Necessity Leave may be used by a unit member, at his/her discretion, to attend to matters which require the attention of the unit member and which the unit member determines must be taken care of during the assigned workday. No more than twenty (20) percent of the staff at any site may be granted such leave for the same day. The unit member shall submit notification for Discretionary Personal Necessity Leave to the immediate administrator at least two (2) days prior to the beginning date of the leave.

Personal Necessity Leave may not be utilized due to any work stoppage, work slowdown, strike, or any "job-action" activity.

## 5. Jury Duty Leave

Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in a local, state or federal court. The leave shall be granted for the period of the jury service not to exceed ten (10) days per fiscal year. The Office may exercise its right to limit the number of unit members on approved jury duty leave to no more than two percent (2%) in order to not materially disrupt district operations.

The unit member shall receive full pay while on leave, provided that the jury service fee for such leave is assigned to, and the subpoena or court certification is filed with, the Office. Unit members on approved jury duty leave shall return to their worksite if excused from jury service for all or a portion of the workday.

Requests for jury service leave shall be made by presenting the official court summons to jury service to the immediate administrator within three (3) working days after receipt.

## 6. Military Leave

Unit members shall be entitled to any military leave required by law and shall retain all rights and privileges required by law arising out of the exercise of military leave for active duty.

## 7. Study or Retraining Leave

A unit member who has rendered service to the Office for at least five (5) consecutive years may be granted a leave of absence not to exceed one (1) year for study or retraining to meet changing conditions of his/her job category.

If the retraining is to qualify for a teaching position with the Office, the five (5) year requirement and the one year for study or training may be waived by the Superintendent. Priority shall be given to unit members entering their student teaching program.

Any such leave must be upon the recommendation of the Superintendent after the unit member has submitted his/her proposed program of study or retraining in writing and Application for Study or Retraining Leave form (#703-200, see Appendix E) to the immediate administrator, no later than the academic semester or quarter before the intended leave date.

The Application for Study or Retraining Leave shall be processed within sixty (60) calendar days of receipt of the application.

- a. The Superintendent may recommend compensation of up to one/half (1/2) the amount of the unit member's pay.



When compensation is granted, the unit member must, after the conclusion of the leave, render service to the Office for at least twice the period of the leave.

When compensation is granted for the purpose of qualifying for a teaching credential, and the Office is unable to hire the unit member in a teaching position, the unit member will be released from any obligation to render service as a Paraeducator or to reimburse any portion of compensation received by the unit member.

- b. Any leave of absence granted for the purpose of study or retraining shall not be deemed a break in service.
- c. The provisions of the leave may include that it be taken in separate six (6) month periods or in any other appropriate periods rather than a continuous one (1) year period. Separate periods for such leaves of absence shall be commenced and completed within a three (3) year time span.

#### 8. Association Leave

- a. Compensated

The Association president and/or unit member designee(s) shall be allowed an aggregate total of thirty-five (35) workdays (280 hours) in the fiscal year of full-pay leave of absence for the purpose of processing grievances and conducting other lawful Association business.

The Association shall provide the Office a five (5) day advance written statement whenever possible from the president of the Association indicating the unit member(s) authorized by the Association to utilize such leave, the workday to be absent, and the purpose of such absence prior to the leave period. The Office and the Association each retain the right to modify the leave date(s) for good cause through written notification.

- b. Reimbursed

In addition to the compensated Association leave in the aggregate of thirty (30) workdays (240 hours) per fiscal year, the Association may request reimbursable leave of up to twenty five (25) workdays (200 hours) in the aggregate for the Association president or unit member designee(s). Such request must be submitted in writing at least ten (10) days in advance whenever possible. The Association president and/or unit member(s) shall receive regular salary and the Association shall reimburse the Office for substitute salary whether or not a substitute is utilized. The Office and the Association shall each retain the right to modify the dates of this reimbursable Association leave for good cause through written notification.

## 9. Catastrophic Leave Donation Program

### a. Philosophy

When a unit member becomes critically or terminally ill, co-workers seek ways to help the ill employee. The Office and the Association believe that adoption of a Catastrophic Leave Donation Program as authorized by Education Code Section 4403.5 may provide a significant benefit to unit members who experience hardship from a catastrophic illness or injury.

### b. Intent of the Catastrophic Leave Donation Program

The intent of the Catastrophic Leave Donation Program is to permit unit members to donate accrued illness or vacation leave to a unit member who has exhausted all paid leave and is experiencing a financial hardship because of a catastrophic illness or injury to themselves or members of their immediate family. Such donation of leave credit shall be on a voluntary basis.

### c. Definitions

For the purposes of the Catastrophic Leave Donation Program, the following definitions apply:

- 1) Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's immediate family. The catastrophic illness or injury requires the unit member to take time off from work for an extended period of time to care for that family member. Such time off may create a financial hardship for the unit member because he/she has exhausted all eligible leave credits.
- 2) Eligible leave credit means vacation leave and illness leave accrued by the donating employee under authority of Education Code Section 45191.
- 3) Eligible employee means any employee covered by this agreement who:
  - a) has exhausted all accrued leave, b) is experiencing a catastrophic illness or injury or who has a member of his/her immediate family experiencing a catastrophic illness or injury, and c) is unable to return to duty due to the catastrophic illness or injury.
- 4) Immediate family means spouse, domestic partner, or a child, or parent when the unit member has the responsibility to care for them.
- 5) Catastrophic Leave Committee means a committee comprised of three (3) representatives appointed by the Association whose purpose shall be to make decisions concerning requests for donation of accrued paid leave

credits. The Superintendent's designee(s) will participate in this committee as explained in number 6 below.

- 6) Superintendent's designee(s) shall be resource person(s) appointed by the Superintendent to assist the Catastrophic Leave Committee in carrying out its role. The Superintendent's designee(s) shall assist in auditing and monitoring audits and reports, and provide documentation to the Catastrophic Leave Committee, but shall not participate in decisions concerning actions on requests for donation of accrued paid leave credits.
- 7) Superintendent means the County Superintendent of Schools.
- 8) Workday shall mean the number of duty hours provided on a weekday assignment during the duty calendar year for both unit members donating and requesting leave credits.
- 9) Contribution rate shall mean the number of days of accrued paid leave donated by a unit member. The minimum contribution rate shall be one workday for the donating unit member. Unit members electing to contribute accrued illness leave shall be required to retain a minimum of ten (10) days of illness leave in their own bank.
- 10) Recipient rate shall mean the number of days of accrued paid leave granted by the Catastrophic Leave Committee to an applicant for leave credits. The recipient of the leave credits will be compensated based on the donating employee's workday, but will not exceed the recipient's usual workday.

d. Eligibility for Receipt of Donated Leave Credit

A unit member may be eligible to receive donated leave credit when financial hardship exists and provided the following conditions are met:

- 1) the unit member is a permanent employee
- 2) the unit member is unable to work due to the employee's or immediate family member's catastrophic illness or injury
- 3) the unit member has exhausted all accrued paid leave credits
- 4) a unit member who is receiving additional income from Worker's Compensation is not eligible to apply for catastrophic leave until their funding source has ended. The unit member must also have a need to continue their leave and must provide verification of the need for catastrophic leave to the satisfaction of the CSEA Catastrophic Leave Committee.

- 5) a unit member who has applied for PERS disability but has not yet received the benefits.

Catastrophic Leave may not be used for:

- a) elective surgery
- b) personal necessity leave; Section B, 4 of this Article governs the use of personnel necessity leave
- c) normal pregnancy

e. Procedures for Implementation of Catastrophic Leave

The Office and the Association will provide notification to unit members about the availability of Catastrophic Leave. Such information will be referenced to the Agreement and will provide the following:

- 1) requirements for eligibility and limitations
- 2) procedures for requesting the Catastrophic Leave donation
- 3) procedures for donating leave credits

Unit members requesting donated leave credit shall submit an application to Human Resources using the form contained in Appendix F of this Agreement, or forms available at PAU's and/or the Office of Human Resources.

f. Verification of Eligibility for Donated Leave Credit

Applicants for donated leave credits shall be required to provide appropriate verification of eligibility. Such verification may include, but not be limited to any of the following documents:

- 1) doctor statement verifying catastrophic illness or injury
- 2) payroll verification of the exhaustion of all accrued paid leave
- 3) appropriate relationship verification which may include, birth certificate, marriage certificate or baptismal record

g. Notification to Unit Members of the Need for Donated Leave

The notification to unit members of the need for donated leave credits shall include the following forms of communication:

- 1) a newsletter prepared by the Association distributed to each PAU via Office mail.

- 2) E-mail notification to the PAUs provided from the Central Office
- 3) phone trees established by the Association
- 4) site representative

In addition to the above forms of communication, a copy of the letter from Human Resources notifying a unit member of the exhaustion of all paid leave will be made available to the Catastrophic Leave Committee Chairperson for confidential use.

#### h. Procedure to Process Donations

To permit the Catastrophic Leave Committee to process donations of leave credits, Payroll shall verify/confirm the donor's available leave credit and that the donor retains ten (10) days of illness leave credit. The committee shall be notified of the length of the workday for the unit member donating the leave credit. Unused leave donations shall be banked.

#### i. Role of the Catastrophic Leave Program Committee

The Association will appoint three members and up to six alternates to serve as the Catastrophic Leave Committee. Assisting the Committee, as resources, will be the Superintendent's designee(s). The Committee shall elect a chair and develop specific procedures for receiving and processing requests.

### C. Non-Compensated Leaves of Absence

#### 1. Personal Leave Absence: non-compensated

The Office may, upon the written request of the unit member, grant a personal leave without pay not to exceed one (1) calendar year.

Denial of personal leave is not subject to the grievance procedures of Article V.

#### 2. Personal Business Leave

A personal leave of absence without compensation may be approved at the discretion of the immediate administrator for a period not to exceed five (5) working days and at the discretion of the division director for a period not to exceed a total of fifteen (15) working days.

Denial of a personal business leave is not subject to the grievance procedures of Article V.

### 3. Family and Medical Leave Act

Eligible unit members may request family and medical leave under provisions of Board Policy which governs Family and Medical Leave. (See Appendix B)

Provisions of Board Policy shall apply to unit members with the following exceptions:

- a. To be eligible, a unit member must have worked a minimum of six (6) hours per day on a ten (10) month duty year, or its equivalent hours for the duty year.
- b. Ten (10) month employees must have worked at least ten (10) months in the prior year.
- c. Twelve (12) month employees must have worked for at least the last 12-month period.

Family and medical leave may be taken for childcare in addition to maternity disability leave, provided such leave is taken within one year of the birth of the child.

### D. Holidays

1. Unit members who are employed during the time period a holiday occurs and in a paid status during any portion of their working day, immediately preceding or succeeding the holiday, shall be entitled to the following days off with regular pay (see Calendars, Appendix G):

Independence Day

The first Monday in September - Labor Day

Veterans Day

The day before Thanksgiving-in lieu of Admission Day

Thanksgiving Day

The day after Thanksgiving Day

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Third Monday of January - Martin Luther King, Jr. Day

Lincoln Day

The third Monday in February - Washington Day

The last Monday in May - Memorial Day

Any other day lawfully declared a holiday for public schools

2. Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1, and December 24 and December 31, where applicable, shall be paid for those four (4) holidays, provided they were in a paid

status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

3. If a legal holiday listed in this Article falls on a Sunday, the following Monday shall be a holiday. If a legal holiday falls on a Saturday, the preceding Friday shall be a holiday.
4. Unit members shall receive holidays contained in the Office calendar to which assigned for 2009-2010, 2010-2011, and 2011-2012, except in the case of the date for Lincoln Day which can be determined by calendar realignment request. Any unit member who is required to work on a holiday during the aforementioned years shall be compensated at the rate of one and one-half (1 1/2) times his/her regular rate of compensation, in addition to the regular pay received for the holiday. The total amount of compensation equals double time and one-half (2 1/2).
5. Calendar Realignment Requests for school calendars for unit members, other than for the start of the school year, shall be submitted to the appropriate educational program within the DSE or DSP of the Office by June 30th of each school year. Unit members shall be notified when calendar realignment requests are in place. For circumstances beyond the divisions' control, the deadline shall be the last workday in October. Unit members will be notified of the start date no later than ten (10) days prior to the start of the school year.
6. The Board approved calendar for extended year/summer session will be consistent with district operation to the extent possible.

#### E. Vacation

1. The following chart shall determine the rate upon which unit members earn vacation days for each calendar month of continuous service based on full-time employment. Each year indicated on the chart shall begin with the first month of service for that year.

<u>Commencing with Year of Service</u>	<u>Days Per Monthly Accrual Rate</u>	<u>Days Per Year 10-month</u>	<u>Days Per Year 12-month</u>
0-3	1.00	10	12
4	1.25	12.50	15
5	1.33	13.30	16
6-7	1.42	14.20	17
8-9	1.50	15.00	18
10	1.58	15.80	19
11-12	1.66	16.60	20
13-16	1.75	17.50	21
17-19	1.83	18.30	22
20	2.00	20.00	24

2. Regular employed part-time unit members shall earn vacation leave subject to all conditions outlined in this section. The numbers of hours paid during a vacation day shall be in the same proportions as the regular scheduled hours per day bear to an eight (8) hour day.
3. A calendar month shall count in the computation for accumulation of earned vacation under this provision when the employee is in a paid status for any reason during one-half (1/2) or more of the working days in the month.
4. Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in two (2) years.
5. Vacations shall be taken at the convenience of the division and as the workload permits.
  - a. Vacation may be taken in advance of accrual with the approval of the Division Director, but not to exceed the amount to be earned during the current fiscal year. Upon termination any advance vacation used but not earned shall be rebated to the Office through deduction from the last pay warrant unless the unit member has otherwise rebated the Office.
  - b. Unit members shall utilize vacation days when school is not in session during the assigned ten (10) or eleven (11) month calendar. In special circumstances beyond the unit member's control or in any situation as determined by the immediate administrator, a unit member may take earned vacation if pre-authorized by the Division Director at any time during the fiscal year. Unit members assigned to twelve (12) month calendars may utilize vacation at any time with two weeks prior notice and the approval of the immediate administrator.

If, at the end of a two-year period the unit member has vacation days accrued as of June 30, that exceed the amount stated in Section 4 of this Article, the unit member, during the following year, will be permitted to utilize vacation during time school is in session, upon the recommendation of the principal and approval of the Regional Director, or be paid for said days.

This provision shall not affect vacation credit accumulation as provided in Section 3 of this Article.

6. Probationary unit members shall not have vested interest in accrued vacation leave until completion of six (6) months of employment.
7. Any permanent unit member who becomes ill, has a personal necessity, or is bereaved during his/her vacation period and would have actively served had the unit member not been on vacation, upon approval of the immediate administrator, may be placed on the appropriate leave rather than vacation provided that:



- a. The illness, personal necessity, or bereavement is for three (3) consecutive days or more; and
  - b. The illness, personal necessity, or bereavement is such that the unit member, had he/she been working, would have been absent on sick leave, personal necessity leave, or bereavement leave; and
  - c. A request is filed with the immediate administrator within three (3) days after the unit member's return to duty; and
  - d. The request filed fully outlines the reason for illness, personal necessity or bereavement and is fully substantiated to include medical reports in the case of illness.
8. Upon separation, the amount of vacation earned but not used shall be paid in a lump sum to the unit member

**ARTICLE VIII**  
**PROCEDURES FOR EVALUATION OF PERFORMANCE**

A. Procedures

1. Written evaluations for permanent and probationary unit members shall be on the Office form (See Appendix P). Upon request by the Association, the Association may provide input about the form to be adopted by the Office.
2. Every permanent unit member, except those on Step 5 of the Paraeducator Salary Schedule, shall receive a formal written evaluation on an approved form each year between March 15 and May 15. Unit members on Step 5 of the Paraeducator Salary Schedule shall be evaluated every two years.
3. Every probationary unit member shall be evaluated twice during the probationary period. The first evaluation shall be completed on or before the end of the third (3rd) month of service. The second evaluation shall be completed on or before the end of the fifth (5th) month of service.
4. Every unit member, whether probationary or permanent may be evaluated by his/her immediate administrator at any other time when exemplary or unsatisfactory service is performed, but such evaluation shall be completed within twenty (20) workdays after the exemplary or unsatisfactory service is performed. Whenever such unsatisfactory evaluation results in a denial of step advancement in accordance with Article IX of this Agreement, the unit member shall be evaluated monthly. The evaluation shall be made on an Office-approved form. Whenever such unsatisfactory evaluation results in a denial of step advancement, the unit member may, within five (5) workdays, appeal such decision to the evaluator's immediate administrator, whose decision shall be final.
5. The unit member shall receive a copy of his/her evaluation and be notified on the approved form that he/she has ten (10) working days to attach a rebuttal should he/she so desire, prior to the evaluation being filed in his/her official personnel file.
6. The signature of the employee and that of the immediate administrator shall be entered on the evaluation form. Should the employee refuse to sign, that fact shall be noted on all copies of the evaluation form before the form is filed.
7. A permanent unit member who receives an unsatisfactory evaluation shall be provided recommendations on how to improve and other assistance as appropriate.

B. Criteria

Evaluations shall be based on standards and criteria appropriate for the classification and assignment of the unit member, along with standards established by the division and Office (See Appendix P).

C. Methods of Assessment

The evaluator shall utilize, but is not limited to, the following methods of assessing performance:

- a. Personal observations and knowledge
- b. Review of work product
- c. Appropriate documented and pertinent input from recipients of services and activities of the Office, where applicable
- d. Other documented input related to the unit member's job performance.

D. Evaluations Less Than Satisfactory

1. The unit member retains the right to discuss the matter and give input to the evaluator regarding the less than satisfactory evaluation and recommendations within ten (10) working days. Upon extenuating circumstances as determined by the evaluator, the evaluator may grant an additional five (5) workdays for the unit member to discuss the matter.
2. Less than satisfactory evaluations of performance shall not be predicated upon personal activities which have no impact upon the unit member's effectiveness as an employee or upon the image of the Office.
3. An evaluation which is less than satisfactory, shall include:
  - a. A written description of the performance deemed less than satisfactory;
  - b. Recommendations on how to improve; and,
  - c. Other assistance as appropriate and reasonable.
4. Evaluations less than satisfactory may be appealed by the unit member in accordance with the appeal procedures, Section F, of this Article.

E. Information of a Derogatory Nature

No information of a derogatory nature may be used for evaluation purposes or placed in a unit member's permanent personnel file unless the following procedures have been followed:

1. The evaluator shall review the derogatory information received by the Office with the unit member in a timely manner, which in no event shall be later than twenty (20) workdays from receipt of the information by the evaluator.
2. If the material is to be utilized for evaluation and/or placed in the unit member's permanent personnel file, the unit member shall be so advised and provided a copy of the material.
3. The unit member retains the right to attach a written rebuttal as a part of the permanent personnel file within ten (10) workdays. If the material is identified as a reprimand, the unit member shall have five (5) additional days to attach a rebuttal. Upon extenuating circumstances as determined by the evaluator, the evaluator may grant an additional five (5) workdays for the rebuttal to be submitted.
4. Derogatory information not properly placed in the unit member's permanent personnel file may not be used for any disciplinary purposes such as termination, suspension, demotion, administrative transfers or administrative reassignments.
5. Derogatory information determined to be untrue by the evaluator shall not be placed in the unit member's permanent personnel file.

F. Appeal Procedures

1. Unit members shall be provided ten (10) workdays for the opportunity to attach a rebuttal on any material placed in the personnel file except that obtained for initial employment or for promotional applications. Upon extenuating circumstances as determined by the evaluator, the evaluator may grant an additional five (5) workdays to attach a rebuttal.
2. Unit members may appeal to the evaluator's immediate administrator disagreements with their evaluator on matters relating to performance objectives and standards or modification thereof, assessment methods, or the contents of the evaluation. The evaluator's immediate administrator shall make the final determination.
3. Both the evaluator's immediate administrator and the unit member shall have the right to have one representative present at the appeal conference.

G. Personnel File

Unit members shall have the right to inspect the contents of their personnel file. Such inspection shall be made only during nonduty hours for the unit members and during normal office hours (8:00 a.m. to 5:00 p.m.). In the event a unit member cannot schedule such inspection during normal office hours, a reasonable

attempt will be made to accommodate the unit member outside of normal office hours. Upon request, the unit members shall have the right to have an Association representative accompany them to review the contents of their personnel file. Upon written authorization from the unit member, a CSEA staff member may review the unit member's personnel file during normal office hours.

#### H. Evaluation Grievance

1. No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the Office, nor shall it contest the judgment of the evaluator. Grievance concerning evaluation shall be limited to a claim that the procedures of this Article have been misinterpreted or misapplied.
2. Discipline and termination proceedings may be undertaken as a result of or independently of evaluation procedures. Any challenges to Office disciplinary measures or termination shall be instituted in appropriate legal forums rather than through the grievance provisions of this Agreement (Article V).

## **ARTICLE IX COMPENSATION**

### **A. Salary**

1. The Association and the Office agree that in the event that the LACEA bargaining unit receives an across-the-board general salary improvement for 2018-2019 or 2019-2020, CSEA active unit members at the time of ratification shall receive the same percentage increase for the same period.

#### **a. 2018-2019 Salary Improvement**

Effective July 1, 2018, the salary schedule for all active unit members shall be increased by 3% at all steps and ranges on the CSEA 2017-2018 Paraeducator Salary Schedule R.

#### **b. 2019-2020 Salary Improvement**

Effective July 1, 2019, the salary schedule for all active unit members shall be increased by 3% at all steps and ranges on the CSEA 2018-2019 Paraeducator Salary Schedule R.

In consideration of the above salary schedule increase, this agreement will resolve salary negotiations for the 2018-2019 and 2019-2020 school years.

### **2. Comparability/Equity Adjustment**

The Office shall cause a comparability/equity pay study to be done for this unit annually, updated with information available between June 1 and June 30 of each fiscal year. Unsettled districts shall be counted as no change from the prior year.

If the comparisons show that any point listed below is at least one percent (1%) lower than the median of the agencies surveyed, then the salaries of the comparison benchmark Paraeducators will be increased to the range closest to the median. All other classifications will be adjusted accordingly. Any increase due to this provision shall be effective July 1 of the fiscal year following the survey.

The comparability/equity pay study conducted by the Office for the 2017-2018 fiscal year indicates that salaries for benchmark Paraeducators (paraeducator – academic readiness) fall more than one percent (1.0%) lower than the median of the agencies surveyed.

Accordingly, all Paraeducator classifications shall receive an equity/comparability adjustment, resulting in an increase by two ranges on the

salary schedule. For this equity/comparability adjustment only, the adjustment will take effect on January 1, 2018. Future adjustments shall continue to take effect July 1 of the fiscal year following the survey, unless otherwise negotiated and agreed upon.

### 3. Provisions Regarding Adjustments

- a. The adjustments of the salaries shall be made to the nearest one hundredth of one percent.
- b. Within five (5) days after the Office has provided the Association with calculation data, the Office and Association agree to meet prior to any salary schedule adjustments as described in this section for the purposes of discussing and clarifying the calculations. Should a dispute arise after such meeting has taken place, the Association may proceed immediately to the arbitration level of Article V, Grievance Procedure for resolution of the dispute. The Association will provide the Office with a written explanation regarding all issues and contentions for arbitration and will allow at least five (5) days to resolve the differences after delivering the written explanation. Notwithstanding the filing for arbitration, the Office may implement the Office's calculated salary increases during the pendency of the arbitration.
- c. For an explanation of salary warrant, see Appendix J.

### 4. Salary/Salary Schedule Placement Errors

If an error has been made in salary it shall be corrected when noted. If the error results in underpayment, the unit member shall receive the amount of underpayment. If an overpayment of salary has been made, the unit member shall be responsible for full repayment to the Office. Unit members are responsible for informing Human Resources Services of any salary error they discover.

In the event of overpayment, the Office shall notify the unit member and his/her immediate administrator in writing within ten (10) working days of the date the error is discovered, the amount of overpayment, and the name and telephone number of the authorized person to contact to make arrangements for repayment. The notice shall provide the unit member at least ten (10) working days to contact the authorized person. Upon contact with the person authorized to make the adjustment the unit member shall be provided reasonable options for repayment to the Office prior to the adjustments. An agreement between the Office and the unit member on repayment arrangements shall be executed in writing. In the event the unit members fail

to notify the authorized person within the ten (10) working days, the Office shall make necessary arrangements for repayment.

The following guidelines shall be considered in determining repayment arrangements, including but not limited to: (a) If at all possible, the overpayment should be paid back within the fiscal year depending on the amount of the overpayment; (b) The overpayment shall be paid back no later than three (3) years in accordance with Internal Revenue Service regulations; and (c) The monthly minimum amount of repayment should not be less than five (5) % of the overpayment.

In the event of an underpayment, a statement of correction along with verification shall be provided and the full amount of the underpayment shall be paid within five (5) workdays.

#### 5. Salary on Employment

All unit members shall be appointed at the hiring rate for the class, which shall be the first step of the schedule, unless an accelerated hiring rate is established by the Office to aid recruitment.

#### 6. Salary Step Advancement

- a. Unit members shall receive a step advancement to Step Two (2) at the successful conclusion of their six (6) month probationary period or 130 working days, whichever is longer. Successful conclusion of this probationary period means that the unit member:
  - 1) has actually provided service during some portion of each workday for ninety percent (90%) of the working days, and
  - 2) has been evaluated as performing satisfactorily.

Step advancement to Step Two (2) shall be on the first (1st) of the month closest to the conclusion of the probationary period. If this falls between the first (1st) and including the fifteenth (15th) of the month, step advancement shall be on the first (1st) of the month. If the conclusion of the probationary period falls between the sixteenth (16th) and the end of the month, step advancement shall be on the first (1st) of the next succeeding month. This step advancement date shall be deemed to be the anniversary date.

- b. Unit members shall advance one (1) step on the salary schedule for the class for each subsequent full year of service until the fifth (5th) step is reached, subject to satisfactory performance as indicated by the most recent evaluation. Unit members with evaluations that are not satisfactory



or above will not receive their anniversary step advancement until the first (1st) of the month following a satisfactory evaluation.

7. Salary Placement after Leave of Absence

Unit members on noncompensated leave shall resume the step placement and advancement on the salary schedule as if the leave had not been taken, but the leave time for a major portion of the month will not be counted toward step advancement and a new anniversary date shall be established correcting to the closest first (1st) of the month utilizing the procedure described in Section 3.a, of this Article. Unit members on paid leaves of absences, whether it is full pay or partial pay, shall not have their anniversary date adjusted.

8. Salary on Reemployment

A permanent unit member in good standing who is reemployed in the same classification in a regular position within thirty-nine (39) months from the date the unit member had permanent status shall be appointed at the same salary step which he/she held at the time of his/her resignation. The first (1st) of the month closest to the reemployment date (see Section 3.a, of this Article) shall establish a new anniversary date.

9. Salary on Promotion

- a. Unit members who are promoted shall be placed on the salary schedule of the new classification at the lowest step which provides no less than a five and one-half percent (5 1/2%) increase in dollar amount. Whether the promotion establishes a new anniversary date or not shall be governed in favor of the financial advantage to the unit member. If the promotion occurs on the anniversary date of the unit member, the unit member shall first receive his/her anniversary salary step increment and then be placed at the lowest step of the new salary schedule which provides no less than a five and one-half percent (5 1/2%) increase in dollar amount.
- b. Any unit member who has gained permanency in a class and who fails to complete a probationary period in a class to which that employee has been promoted will have the right to retain permanent status in the class held prior to promotion.
- c. If a unit member is promoted to another class prior to attaining permanency in a class, the Office will notify the employee that failure to attain permanency in the promotional class will constitute failure to gain permanency in the classified service. The employee will have no right to return to the position held prior to promotion.

10. Salary on Demotion

A unit member displaced by staff reduction and exercising displacement rights to a lower class in lieu of layoff with prior service in the class shall be Y-rated at the unit member's current hourly rate.

A unit member voluntarily or administratively demoted shall receive the salary indicated at the same salary step and schedule of the new classification.

The unit member's anniversary date shall not change as a result of demotion.

#### 11. Salary on Reclassification

Unit members who are reclassified to a position on a higher salary schedule shall receive salary determined by the procedure for Salary on Promotion as indicated in Section 9, of this Article. Unit members who are reclassified to a position on a lower salary schedule shall receive salary as determined by the procedures for voluntary demotions as indicated in Section 10, of this Article.

The Office and the Association retain their respective rights to negotiate salaries and reclassifications of unit members subject to the provisions of Education Code 45268 and Government Code 3543.2.

#### 12. Salary Shift Differential

Unit members who work regular shifts in which more than one-half (1/2) of the shift is between 5:00 p.m. and 8:00 a.m. shall receive a salary differential of five and one-half percent (5 1/2%) above regular salary for the entire scheduled workday.

#### 13. Salary - Overtime

See Article VI.

#### 14. Bilingual Pay

Unit members authorized and required as a regular part of their assignment of duties to converse and/or write in a language other than English shall receive additional compensation subject to the following conditions:

- a. The unit member shall pass a competency test in the foreign language, either oral or written or both, as required in the assignment.
- b. Required and authorized use of oral or written language other than English shall be compensated at an additional 2.75 percent of base salary.

- c. Required and authorized use of oral and written language other than English shall be compensated at an additional 5.5 percent of base salary.
- d. Sign language(s) of general usage for basic communication shall be considered a foreign language for purposes of this section.

\*An ad hoc committee (2 CSEA members, 2 administrative members, one of whom will be the committee chair, will recommend an appropriate means of testing as required for Paraeducators usage, to the Personnel Commission.)

#### 15. Salary on Temporary Assignment

A unit member required and authorized by prior division-director approval to perform duties related to but inconsistent with those assigned to the position for a period which exceeds more than four (4) working days within a fifteen (15) calendar-day period shall have his/her salary adjusted upward for the entire period in such amounts as will reasonably reflect the duties required to be performed outside of his/her normal assigned duties. Reasonable amounts of additional compensation shall be as follows:

- a. If the inconsistent duties assigned are substantial in amount, constituting more than half of the unit member's time at a significantly higher level of responsibilities as determined by the division director, the unit member shall be compensated by approximately 5.5 percent (4 ranges) additional salary for the entire period so worked.
- b. If the inconsistent duties assigned are substantial in amount, constituting half or less of the unit member's time at significantly higher level of responsibilities as determined by the division director, the unit member shall be compensated by approximately 2.75 percent (2 ranges) additional salary for the entire period so worked.

The Office will not regularly schedule unit members in order to avoid temporary assignment pay under this section.

#### 16. Longevity Stipend

Effective July 1, 2000, unit members will be eligible for longevity increments as set forth in Salary Schedule R, identified as Appendix A, of this Agreement.

#### 17. Specialized Procedures Pay

- a. It is the intent of the Office to ensure safe limits on the number of pupils with the need for specialized physical health care procedures assigned to a

Paraeducator. The number of pupils with needs for specialized physical health care procedures will be limited to two (2). If a third pupil is added, a special review will be conducted within ten (10) working days of the pupil's assignment by the principal, the Coordinator of Health Services, and a representative(s) designated by CSEA, utilizing the criteria set forth below in Paragraph b. In the case of a failure to render a decision, the Regional Director will make the final decision based on the input from the review team.

- b. The Paraeducator receiving a differential may at any time request a review of the caseload using the following criteria:
  - 1) the complexity of the procedure
  - 2) the time involved in implementing the procedure
  - 3) the number of pupils in the classroom
  - 4) the time of day procedures are to be performed, and
  - 5) the urgency or life threatening need for the procedure
- c. Unit members will receive a 5 percent pay differential when assigned after training to provide Specialized Physical Health Care Services (SPHC) (catheterizations, ileostomies, colostomies, gastrostomies, or the same procedures by any other title, oxygen treatment, assisted cough, dysreflexia alert, postural drainage, special eye procedures, and oral suctioning.)
- d. The differential will be calculated and paid on a semester basis, and shall be provided to the unit member on the 10th of the month following the end of the semester.
- e. The primary will receive 5% differential pay, paid per semester as long as the pupil is in the program. If the pupil leaves the program (L on the attendance register), the differential ends at the end of that month. The differential continues if the pupil is temporarily absent.
- f. The Paraeducator receiving the 5 percent differential shall provide services only in the classroom to which he/she is assigned. When coverage is needed for additional gastrostomies, the principal may reassign a Paraeducator, already on the differential, to more than one classroom for the time necessary to complete the procedure subject to the limitations provided in Section 17 a., of this Article.
- g. The Office will not add any procedures in addition to those listed in Paragraph c., unless the Office first notifies the Association in writing within thirty (30) days of the proposed addition. Proposed additions will be based on objective, standardized criteria designed to address the health needs of students, which if left unaddressed, will impede the educational

process. If the Association agrees with the proposed addition, or if the Association does not respond within thirty (30) calendar days of notification, the Office may incorporate the procedure under Section 17 a., of this Article. If the Association objects, the Office will meet with the Association in order to negotiate the proposed addition.

- h. Principals will utilize the existing list of services from the report prepared by the coordinator, school nursing services, to identify positions to be designated. The report will be updated to reflect changes in services for pupils.
- i. PAU's will continue to assign Health Care Paraeducators without a specific assigned pupil to provide SPHC services until there is a vacancy for a HCP. Or, when the student population warrants, HCP's shall be assigned to regular HCP positions within the PAU.
- j. The designation of a Paraeducator providing Specialized Physical Health Care is a voluntary assignment. If the employee does not choose to accept the designation, they will be reassigned to a Paraeducator position which does not require provisions of specialized physical health care services within the PAU if available. However, the Office may reassign a unit member who is not willing to perform the procedures in order to assure that pupils in need of special procedures will be served.
- k. Based on the IEP process determination that a SPHC procedure must be implemented, with the assistance of staff, the administrator will determine the Paraeducator to be designated the provider of services in the following steps:
  - 1) offer to the Paraeducator in the class;
  - 2) offer to a Paraeducator at site (select most senior from those who volunteer);
  - 3) offer to a Paraeducator from PAU (based on same criteria as above);or
  - 4) offer to a Paraeducator within another PAU in the area (administrative exchange transfer.)
- l. The Principal is to maintain a copy of responses in the employee's file for all above cases, and provide the Paraeducator with a copy.
- m. The Paraeducator who refuses a procedure will be administratively transferred only when no position is available within the PAU. The least

senior Paraeducator who refuses to provide specialized procedures will be transferred.

- n. Assignment of a Paraeducator to the 5 percent differential shall be done using a Vacancy Authorization form. A new form shall be used for each semester. A semester is September (first day of school) to January, (end of the third week) and January (beginning fourth week) to June (last day of school). Summer school will be paid based on daily rate times number of days in summer school times 5 percent.
- o. Services to pupils shall be provided by the Paraeducator only after completion of training by the school nurse. Training will be recorded on the Record of Training for Specialized Physical Health Care Service Providers (see Appendix H for copy of this form) which will then be part of the IEP process.
- p. The level and duration of training will be established by the School Nurse. Current training guidelines call for:
  - 1) Didactic or lecture preparation on specific procedure.
  - 2) Demonstration of this procedure on specific pupil.
  - 3) Return demonstration by trainee. Return demonstration or practice will continue until the School Nurse is certain that the trainee is competent to perform the procedure.
  - 4) All procedures will require the School Nurse to certify that training is adequate and complete. The Paraeducator may request additional training or supervised practice if he/she is not comfortable performing any procedure.
  - 5) Training for backup providers is to be established by the School Nurse.
  - 6) The documentation of completion of training will be provided on Form No. 301-615, and a copy will be given the principal, the Paraeducator, and placed in the pupil file.

In accordance with the Education Code, all providers of Specialized Physical Health Care Services shall be CPR certified.

- q. Paraeducators receiving the specialized procedures differential shall serve as primary providers for pupils requiring specialized physical health care services. Where the Paraeducator is designated primary provider, the teacher shall be designated as backup provider. In cases where both the Paraeducator and the teacher are absent, a second backup provider shall be

designated. The second backup could be a teacher, the nurse, an HCA without a specific assigned pupil, or a Paraeducator already on a percent differential.

- r. If the above options are exhausted, a second back-up not already receiving differential pay may be utilized as a back-up. This back-up will receive 2.5% differential pay determined on a monthly basis as service is performed, and will be paid at the end of that semester.

#### 18. Tuition Reimbursement

Both parties agree to the Office providing \$25,000 for tuition reimbursement to unit members consistent with procedures and timelines established by the Career Ladder Pathways Committee. Tuition reimbursement is provided for unit member planning to enter the teaching profession on improving skills to promote into other classes within positions represented by California School Employees Association (CSEA) or Los Angeles County Education Association (LACEA). See Appendix O for Career Ladder.

#### B. Insurance Fringe Benefits

##### Insurance Fringe Benefits Effective September 20, 2013

1. The Office shall provide or make available to each unit member medical and health insurance benefits.
  - i. The benefits plan established pursuant to the bargaining agreement shall be for the purpose of providing for the medical, dental, vision, and life benefits for unit members, dependents, and domestic partners as defined in Article II Definitions and retirees and their dependents.

The Associations and Union have formed a Joint Benefits Committee, comprised of three (3) members from each bargaining unit and management (to be determined by each group), to negotiate with the Office changing carriers, Office contribution, eligibility, the amount of The LACOE Employee Health and Welfare Account balance, benefit coverage in the various plans, enrollment and termination rules and procedures. The procedures to be followed regarding voting, tie vote, and deadlock are set forth in the "Joint Benefits Committee Appendix" attached to this Agreement, which is incorporated herein by reference.

By way of a (FIRST) Amendment to Memorandum of Understanding (MOU), the parties agreed to, and did create "The LACOE Employee Health and Welfare Account." A copy of the MOU is attached to this Agreement, and incorporated herein by reference.

- b. The LACOE Employee Health and Welfare Account (formerly the “Trust Surplus Fund Balance”)
  - i. The parties agree to designate The LACOE Employee Health and Welfare Account funds and interest (hereinafter “Health & Welfare Account”) in excess of the actuarially appropriate resources for run-out costs as restricted funds to be used for medical, dental, vision and life for active employees and dependents, and medical, dental, and vision for retirees and spouse or domestic partner.
  - ii. The parties agree to allot 2 million dollars to be designated for retiree benefits which shall cover the contribution to California Public Employees’ Retirement System (hereinafter “PERS”) only referenced in ¶2.f.i, with the excess Health & Welfare Account funds to be negotiated to what is in the best interest of the active employees including but not limited to retiree benefits. Effective January 1, 2007, the 2 million dollars allotted for retiree benefits shall be used for retirees who are not eligible or no longer eligible for Years of Service Benefits, and shall be billed to the Joint Benefits Committee quarterly.
  - iii. Starting with the quarter of October 1, 2007 through December 31, 2007, the Office will provide the Joint Benefits Committee with an accounting and invoice that shows the Office and employee health and welfare contributions, and the payments to the health care vendors, which shall reflect the retrospective actual payouts starting with that quarter. For calendar year January 1, 2011 through December 31, 2011, the Health & Welfare Account funds shall be used to cover rate increases in the 2011 insurance premiums for the medical, HMO dental, vision, and life, plus claims and administrative fees for the PPO dental plan and the vision plan for unit members, dependents, domestic partners as defined in Article II, Definitions, excluding the PERS 2011 rate increase for retirees and their spouses or domestic partners (i.e., ¶2.f.i) whose rate increases shall be paid from the “\$2 million dollar fund” allotted for retiree benefits.
  - iv. The Joint Benefits Committee shall monitor the Health & Welfare Account balance to ensure that funds are only used for health and welfare benefits and will be provided with an itemized written statement by the Office or the financial institution in which the Health & Welfare Account is held as frequently as the financial institution distributes such statement.
2. Effective with this Agreement, the Office will make the following annual contributions to health and welfare benefits for unit members:



a. 2015-2016 Joint Health and Welfare Benefits Agreement

- i. LACOE will provide reimbursement for employee premium contributions made on October 5, November 5, and December 5, 2015 to active unit members and employees. CSEA, LACEA, LACOE, and SEIU will contribute the remaining funds from the active employees Joint Benefits Account Fund as part of this reimbursement. This reimbursement shall be distributed to all active members and employees who made those contributions by February 28, 2016.

LACOE will assume one hundred percent (100%) of the one-time cost for Health and Welfare increases for active unit members and employees effective January 1, 2016 through December 31, 2016.

- ii. LACOE will assume one hundred percent (100%) of the run-out/unreimbursed costs of unit member and employee health and welfare benefit calendar year ending December 31, 2015.
- iii. Active unit members and employees shall have the opportunity to opt out of LACOE's medical plans if the unit member can provide evidence of other health coverage effective January 1, 2016 through December 31, 2016. Active unit members and employees who opt out of medical plans shall receive an annual amount of \$2,000 to be paid in ten equal payments of \$200.00 during plan year. At least 57 active unit members or employees shall participate in the opting out plan to activate plan payments. If there are not enough active unit members or employees enrolled in the opting out plan to activate opt out plan payments, unit members and employees participating in the plan may reinstate LACOE health coverage.

- b. The parties mutually agree to merge the two benefit schedules and select the maximum cap of each schedule to create a single health and welfare schedule. LACOE agrees to a five-percent (5.0%) increase to the maximum caps from each of the 2012-2013 CSEA, SEIU, LACEA, Management, and Confidential health and welfare benefits employer contributions as a hard cap for all unit members effective January 1, 2014 through December 31, 2014 as follows:

One party -	\$ 7,875.00
Two party -	\$11,550.00
Three party-	\$13,860.00

- b. LACOE agrees to a two-percent (2.0%) increase to the 2014 health and welfare employer contribution as a hard cap for all unit members effective January 1, 2015 through December 31, 2015.

One party -	\$ 8,033.00
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Two party - \$11,781.00

Three party- \$14,137.00

- e. If the amount of the Office's contribution that is required by state or federal law is increased, the amount of the Supplemental Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties. LACOE agrees to comply with the conditions of the Affordable Care Act, and to examine ways to offset future premium cost increases with the Joint Benefits Committee.
- d. The Supplemental Benefit under Section 2 above is contingent upon the unit members' participation in the Office's benefits programs.
- e. Unless expressly modified by this agreement, the provisions of Article IX, Compensation, Section B, Insurance Fringe Benefits, of the respective collective bargaining agreement between the Office and the exclusive representatives herein remain in full force and effect. The exclusive representatives hereby acknowledge that Article IX, Compensation, Section B, Insurance Fringe Benefits, (§2.b) provides in pertinent part: "Unit members shall be responsible for any portion of the premium in excess of the Office's contribution, which shall be paid by monthly payroll deduction."
- f. The parties agree that the total annual Office contribution for medical benefits for fulltime current unit members, including the PERS minimum base rate and the Office Supplemental Benefit, shall not exceed the dollar figures above. Any premium costs in excess of the above Office contribution and Supplemental Benefit in Sections 1 and 2 above, shall be paid by the unit member through tenthly payroll deduction, and paid by the retiree through the California State Teachers' Retirement System (hereinafter "STRS")/PERS payroll system deduction.
- g. Effective July 2010, the parties agree to reimburse the Office for PERS administrative fee, which is calculated on the total retired health premiums each month, pursuant to Government Code section 22901. Payment hereunder will be borne fifty (50%) from the Office and fifty (50%) from the Associations and the Union until such time as the \$2 million allotted (§1.b.ii) above is exhausted. Thereafter, the Office will bear all costs.
- h. Payments to the Office hereinafter shall be made on a quarterly basis from the \$2 million allotted (January 1, 2007) for retiree benefits under Article IX, 1, b, ii, herein.
- i. Retiree Fringe Benefits-Unequal Contribution Method:

- i. Unit members who retire from active service under the STRS/PERS shall be entitled to receive the basic Office retiree medical contribution of \$21.60 per month twelfthly (\$259.20 annually), or as adjusted by law, toward the purchase of a PERS medical benefit so long as the Office continues to participate in the PERS retirement plan, pursuant to Government Code Section 22892(c). Upon termination of the Office's participation in the PERS medical insurance plan or its successor, the Office shall have no further obligation for payment of the retiree's medical contribution, but will offer the retiree the option to continue, at his/her own expense, in the subsequent medical insurance plan. Termination of the Office's participation in the PERS medical insurance plan or its successor shall not affect the ability of eligible retirees to elect to participate in the retiree Years of Service Benefit Program as set forth below.
- ii. In addition, the Office shall annually provide a Years of Service Benefit for eligible retirees based upon years of service. The Benefit may be used for additional benefits coverage. The maximum period of coverage for the Years of Service Benefit shall be for five (5) years. Coverage shall terminate at the end of five (5) years or when the retiree attains age sixty-five (65) or when the retiree becomes eligible for Medicare coverage, whichever occurs first.
- iii. Amount of Years of Service Benefit:
  - Retirees, ages 55 to 65 with ten (10) years of service with the Office—\$2,744.80
  - Retirees, ages 55 to 65 with twenty (20) years of service with the Office—\$5,740.80
- iv. For individuals who retire after the dates specified in the collective bargaining agreements or LACOE Board Regulations, the amount of \$3,004.00 for ten years of service or \$6,000.00 for 20 years of service, may be paid directly to a certified medical insurer, other than PERS, selected by the retiree. If the medical insurance premium is less than the eligible amount, the Office will pay no more than the total cost of the premium.
- v. If the amount of the Office contribution that is required by state or federal law is increased, the amount of the Years of Service Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties.

- j. It is agreed that all of the above provisions are subject to the approval of the PERS, which will review these provisions to determine if they are in compliance with the law in regard to the PERS health plans.
- k. In the event the legality of the above provisions or similar provisions existing in other county offices or school districts are challenged or are found to be invalid by a court of law, the Associations/Union and the Office agree to reopen negotiations on health benefits.
- l. The current Supplemental Benefit and Years of Service Benefits amounts stated in B.2 will continue until the parties agree to different amounts.
- m. The parties agree that they will begin negotiations on a successor benefits agreement on or before November 15 of each fiscal year.

3. Benefits on Non-Compensated Leave

Bargaining unit members on an approved non-compensated leave of absence may continue in the medical insurance benefit program for one (1) calendar year if the unit member reimburses the Office for the full cost of coverage in a timely manner. Bargaining unit members on an approved leave or absent without approval shall have their insurance fringe benefits cancelled for the period of the unapproved leave of absence.

4. Extended Medical Benefits for Long-Term Illness

In instances of serious long-term illness, the Office shall provide an extension of medical insurance for the duration of the serious long-term illness, not to exceed one (1) calendar year from the date of exhaustion of all sick leave pay. The Office may extend the leave up to an additional calendar year. This extension of medical benefits shall be available only if the employee is not eligible for workers' compensation, disability retirement or spousal medical coverage comparable to that which was previously enjoyed by the employee.

5. Nothing within the provisions of this Agreement shall preclude the collective bargaining process.

6. Child Care

The Office will reimburse a unit member for the registration and insurance fee at a licensed child care facility up to a total of \$80 per year per unit member for care of a child of a unit member. The unit member must submit the name and license number of the facility prior to any reimbursement.

7. Internal Revenue Code (IRC) Section 125 Benefit

The Office will establish an IRC Section 125 system for purposes of child care benefits, elder care benefits, and health insurance deductibles. The participating employees shall pay for all administrative and handling fees.

C. Mileage and Expenses

Unit members required and approved to use their private automobiles on Office business are eligible for mileage reimbursement subject to applicable Office regulations. Unit members required and approved for official Office travel shall receive reimbursement for expenses subject to applicable Office regulations.

D. Reimbursement for Damage and Theft of Automobile

Subject to Office regulations, when a unit member suffers damage to a personal automobile due to vandalism or theft while on an Office assignment, the unit member shall be reimbursed for deductibles up to \$300 per incident (excluding ornamental loss); provided the damage or theft can be verified by the site administrator as damage or theft occurring while parked at the site, and the amount of deductible on vehicle insurance can be verified. Unit members may decline to use their insurance, but the amount paid by Office shall equal the amount paid as if the insurance claim had been made.

E. Payroll

1. Unit members shall be paid during the fiscal year on a monthly basis on two pay warrants. An earned salary advance is payable on the twentieth (20th) of the month and the remainder due the unit member is payable on the fifth (5th) of the month following the pay period. If the normal pay date falls on Saturday, Sunday or a holiday, the pay warrant shall be issued on the preceding workday.
2. If an error has been made in salary schedule placement, it shall be corrected when noted. If the error results in underpayment, the unit member shall receive the amount of the underpayment. If an overpayment of salary has been made, the unit member shall be responsible for full repayment to the Office. Unit members are responsible for informing Human Resource Services of any salary error they discover. (See Article IX, Section A, Item 4.)
3. Should a unit member's voluntary deduction exceed the unit member's earnings, the Office shall delete one or more of the voluntary deductions so as to reduce the aggregate deduction to a sum less than or equal to the unit member's gross earnings.
4. Unit members shall be provided once each fiscal year, an accounting of vacation and illness leave

## **ARTICLE X**

### **TRANSFER PROCEDURES**

#### **A. Definition**

A transfer is a change of assignment from one site location to another within the same classification. Unit members assigned to the classification of Paraeducator and hired on or before June 30, 2007 shall also have the right to transfer into positions in the new classifications, Paraeducator-Academic and/or Paraeducator-Academic Readiness. Unit members assigned to DSP must be NCLB compliant (See Appendix Q). Excluded from the definition of transfer are (1) a demotion (whether voluntary or involuntary) to a classification having a lower salary range (2) a promotion to a classification having a higher salary range; (3) a change of assignment within a classification which does not involve a change of site location; and (4) a change in site location when the new site is administered by the same immediate administrator. Changes in assignment except in emergency situations shall first be discussed with the unit member with written notice provided prior to the reassignment.

#### **B. Initiation of Transfer**

Transfers may be initiated by either written request of a unit member (voluntary transfers) or by the Office (administrative transfers). Decisions regarding administrative transfers shall be made by the Office, at its sole discretion, provided such action shall be based upon reasonable grounds and shall not be made for arbitrary or capricious reasons.

#### **C. Posting**

At least once each month all employment examination announcements shall be posted on regularly established bulletin boards. If vacancies for Paraeducators exist, such vacancies shall also be posted at least monthly on regularly established bulletin boards, including program information and locations.

#### **D. Voluntary Transfer Requests**

Unit members may file transfer requests from September 1, through July 31. The transfer request form shall be sent to the Personnel Commission by the unit member. The Personnel Commission will send weekly an electronic copy request list to the Principal, and have said list posted at the PAU. This practice would begin as of October 1, 2006. Current transfer procedures will continue. The Personnel Commission shall file all transfer requests and maintain a transfer log. Voluntary transfers shall be valid until the unit member is transferred or until August 31, whichever comes first. The transfer file and log shall be purged each August 31. Unit members who continue to desire a transfer shall file a new transfer request during the period September 1 through July 31.

E. Filling

1. When a new position is created or an existing position becomes vacant and is not filled by an administrative transfer or from a preferred reemployment list, the Office shall consider those unit members who have filed a voluntary transfer request along with those on promotional and eligibility lists.
2. When filling existing vacancies, the immediate administrator shall recommend to the next level line administrator, a unit member on the transfer list or an outside applicant based on the factors of experience, job related skills and seniority. Other factors being equal, seniority shall control.
3. In the event an outside applicant is chosen over a unit member, the immediate administrator shall accompany the recommendation with a statement of the immediate administrator's reason(s), related to the above factors other than seniority, which supports the choice made. If more than five (5) unit members are on the transfer list, the five (5) unit members with the highest seniority shall be considered along with outside applicants, if any.
4. The next level line administrator shall review, approve, amend or reject the recommendation and forward the decision to Personnel Commission for further action.
5. Personnel Commission shall perform the procedural aspects and formalities necessary to implement the decision, and shall notify all unit members involved of the decision rendered.
6. Existing vacant Paraeducator positions as of July 1, 2007, shall be converted into new classifications, either Paraeducator-Academic or Paraeducator-Academic Readiness, and existing Paraeducator classifications will be phased out (See Appendix Q).

F. Appeal

1. Any unit member who has requested and been denied a transfer, shall be entitled to a consultation with the administrator who has made the decision, in order to discuss the reasons for the transfer so the matter can be heard and considered.
2. The unit member shall have the right to have one representative present at the appeal conference.
3. This Article X shall be subject to the grievance procedures.

#### G. Mileage Reimbursement

When a unit member has been administratively transferred during the school year, the unit member shall be reimbursed for the excess commuter mileage due to such transfer. Reimbursable mileage is that which is in excess of twenty-five (25) miles per round trip per day from the unit member's residence to and from the original location. Such mileage reimbursement shall be at the rates established by the Office and shall continue to the end of the regular school year or sixty (60) workdays, whichever comes first.

At any time a unit member is assigned to a different geographic work location on a temporary basis after arriving to work at their regular work location, the unit member shall be reimbursed for mileage to the second work location. Reimbursement shall be at the mileage expense rates established by the Office at that time.

#### H. Exchange Transfers

A position may be exchanged between two unit members and with the mutual agreement of the site administrators.

- a) A position may be exchanged between two unit members with the same classification, the same hours.
- b) A position may be exchanged between a unit member and a position that will be vacated and prior to the position being posted as a vacancy. The position exchanged shall be the same classification and the same hours. If more than one unit member at the same Principal Administrative Unit (PAU) has placed a request to be exchanged, the unit member with the most seniority shall prevail.

The voluntary exchange may be considered based on, but not limited to the following criteria: work hours, experience, job related skills and the needs of the students and classroom assignment. The voluntary exchange shall be considered between July 1 and March 30 of each year. Employees granted voluntary exchanges are not eligible for mileage reimbursement. Employees who exchange positions may still be displaced due to a reduction in force.



## **ARTICLE XI SAFETY CONDITIONS**

The Office shall provide reasonably safe-working conditions in conformance with law as such conditions relate to facilities and equipment under the direct control of the Office, within fiscal constraints; shall establish safety procedures for unit members; and shall provide administrative monitoring of these working conditions and resolution in a timely manner.

Both parties agree that the responsibility for safe working conditions is that of the Office and the responsibility for complying with safe procedures and practices is that of unit members. The unit member shall also be responsible for reporting to the immediate administrator as soon as possible any unsafe working condition.

The unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of bodily harm to the unit member provided he/she has exhausted all reasonable means to remedy the threatening condition.

## **ARTICLE XII CLASS SIZE**

### **A. General**

1. In the Special Education programs the class size shall not exceed, except as herein noted, maximums established by the California Education Code.
2. Class size maximums for Special Education programs may be exceeded by authority of and in compliance with statutory requirements.
3. Paraeducators shall not be utilized to increase the number of pupils in relation to the number of classroom teachers in any Special Education class, except as provided by law.

### **B. Health Care Paraeducators**

1. The principal or assistant principal is responsible for communicating the assignment of personnel for providing health care services for the pupil at the time of initial assignment or change of provider. The parties agree to the following conditions and criteria for the assignment of Health Care Assistant one-to-one assignments with no other pupil who has a tracheotomy or other condition that requires one-to-one care:
  - a. Pupil's status is determined to be at greatest risk with a fragile respiratory and/or heart condition as diagnosed by a physician.
  - b. Pupil's individual needs are multiple, extensive and/or require complex procedures.
  - c. Pupil's needs require extensive time to provide multiple, complex procedures.
  - d. Pupil has emergency life threatening procedures that cannot be delayed while another pupil is attended.
2. The parties agree to the following factors to be assessed by the nurse to recommend whether or not a Health Care Paraeducator assigned one-to-one to a pupil with a tracheotomy, or other condition that requires one-to-one care, may safely provide procedures to other pupils:
  - a. The complexity of the procedure.
  - b. The time involved in implementing the procedure.
  - c. The number of pupils in the classroom.
  - d. The time of day procedures are to be performed.
  - e. The urgency or life threatening need for the procedure.

Such additional assignments of pupils shall be limited to two (2) pupils for a total of two (2) pupils. If a third assignment is deemed necessary, reasonable, feasible and medically sound as determined by the nurse and confirmed by the Division Physician, a special review as described in this section will take place prior to the actual assignment of a third pupil to assess caseload equity and safe implementation of procedures.

3. At the request of the Health Care Paraeducator except for the mandatory review required for a third pupil assignment, a review committee shall conduct, within ten (10) working days of the request, a review of the assignment decision or any other related issue including, but not limited to the following:
  - a. Status of pupil
  - b. Caseload
  - c. Equipment
  - d. Training
  - e. Back-up assignments

The review committee shall consist of a Health Care Paraeducator, CSEA representative or designee, principal or designee and nurse. The committee may make recommendations for modifications to an assignment or other related issues.

4. The Health Care Paraeducator or CSEA may appeal the nurse's clinical determination to the division nurse coordinator or the committee's recommendation to the Regional Director. The appeal may request additional medical review by the division physician. A written response shall be provided by the division nurse or Regional Director. The Regional Director shall make the final decision based on the recommendations of the review team, the nurse, the principal and/or division nurse coordinator of the physician.
5. The Office reaffirms its responsibility to provide appropriate training and monitoring of all classified and certificated personnel who serve as primary and back-up providers of Specialized Procedures for all pupils, in compliance with Article IX, Section A, Item 17, Subsection (p).

**ARTICLE XIII**  
**WORK STOPPAGE**

A. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association agrees to the following:

1. Neither the Association nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage during the term of this Agreement. In the event of any actual or threatened strike, slowdown or other work stoppage, the Association and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same; and
2. Any employee engaging in any strike, slowdown, or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law.

Disputes arising under this Article are to be handled according to appropriate legal proceedings rather than the grievance procedures of Article V.

## **ARTICLE XIV EFFECT OF AGREEMENT**

### **A. Entire Agreement**

The Association agrees that this Agreement is designed to cover all matters relating to wages, hours, and all other terms and conditions of employment. During the term of this Agreement, the parties agree not to negotiate any of the express provisions of this Agreement, except where there are other re-opener articles in the Agreement.

Notwithstanding this provision, nothing herein shall prohibit the parties from negotiating on matters within the scope of representation.

### **B. Separability and Savings**

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

### **C. Effect Upon Office Policies**

The Office reserves the right to determine and revise any of its policies, rules, regulations, or procedures. However, in the event of a conflict between the terms of this Agreement and any Office policies, rules, regulations, procedures, or Commission rules, the terms of this Agreement shall prevail.

### **D. Emergency Situations**

It is the mutual intention of the parties hereto that the Office retain its ability to function and serve the public and to respond to emergencies at all times, and that this Agreement should not delay or unduly burden the delivery of such services; accordingly, it is agreed that when it is reasonably necessary for the Office to suspend or disregard any portion of Articles VI, VII or X in order to function effectively in an emergency situation, it may do so. It is understood (1) that the nature and extent of the emergency will determine and limit the Office's rights under this provision; and (2) that the Office must be reasonable in its application of this provision; and (3) the Office's use of Grievance Procedures of Article V.

## **ARTICLE XV DURATION**

This 2018-2021 Successor Agreement shall become effective upon report to the Superintendent and shall continue in effect year by year, unless one of the parties has notified the other in writing of the intention to terminate in the preceding February. Furthermore, the parties agree that Article IX Compensation is closed for purposes of 2019-2020 negotiations. The parties agree to reopen two other articles each. The parties further agree to reopen two articles each, in addition to Compensation Article IX, for purposes of 2020-2021 negotiations.

**ARTICLE XVI**  
**SENIORITY FOR LAYOFF/REEMPLOYMENT AND REINSTATEMENT**  
**RIGHTS**

**A. Reemployment**

The following provision from Education Code Section 45298 is included herein for information purposes, and shall not be subject to the grievance/arbitration procedures of the collective agreement.

“(a) A person laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months as follows:

(1) The person’s reemployment shall take preference over new applicants.

(2) The person shall have the right to participate in promotional examinations within the district during the period of 39 months.

(3) If the person is reemployed in a new position and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

(b) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position 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 the employee qualified for appointment to the class still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

(c) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in his or her former class or to a position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list the employee shall be ranked on that list in accordance with his or her proper seniority.”

Unit members assigned to the classifications of Paraeducator-Academic and Paraeducator-Academic Readiness on or after July 1, 2007, have reemployment rights to these new classifications only. They must be NCLB compliant for positions in DSP (See Appendix Q). Unit members assigned to the classification of Paraeducator and hired on or before June 30, 2007, have reemployment rights to the new classifications of Paraeducator – Academic or Paraeducator – Academic Readiness. They must be NCLB compliant for positions in DSP (see Appendix Q).

B. Reinstatement List Following a Resignation

Those bargaining unit members who have resigned may request that their names be placed on a thirty-nine (39) month reinstatement list to be certified out for purposes of interview and rehire:

- a. Unit members assigned to the classifications of Paraeducator-Academic and Paraeducator-Academic Readiness on or after July 1, 2007, who resign have reinstatement rights to those classifications. They must be NCLB compliant for positions in DSP (See Appendix Q).
- b. Unit members assigned to the classification of Paraeducator and employed on or before June 30, 2007, who resign have reinstatement rights for Paraeducator-Academic and Paraeducator-Paraeducator Academic Readiness classifications. They must be NCLB compliant for positions in DSP (See Appendix Q).

C. Seniority for Layoff Purposes

1. Pursuant to Education Code Section 45308, seniority for purposes of layoff shall be based on date of hire in a permanent position in a specific classification or upon promotion to a permanent position in a higher classification. This provision shall become effective upon the written verification by the negotiating parties of a new seniority list pursuant to Section 2 below. Once this verification is executed, both parties waive the right to claim layoff seniority status based upon hours worked in class or higher related classification.
2. New Hire and Incumbent Classification.
  - a. Unit members assigned to the classifications of Paraeducator-Academic and Paraeducator-Academic Readiness hired on or after July 1, 2007, will be employed in those classifications (See Appendix Q).
  - b. Unit members assigned to the classification of Paraeducator and hired on or before June 30, 2007, will remain in their current Paraeducation classification (See Appendix Q).
3. The Assistant Superintendent of Human Resource Services shall prepare a seniority list based upon date of hire in a permanent position in a specific classification or upon promotion to a permanent position in a higher classification. Prior to adoption by the Office, this list shall be compiled by classification, and alternatively by employee in alphabetical order. Prior to adoption by the Office, the list shall be presented to the Association.



3. The unit members shall be able to appeal the seniority listing in writing to Human Resource Services, or may appeal through a CSEA representative. An appeal committee, comprised of one (1), and no more than two (2) Human Resource Service employees appointed by the Office and two (2) employees appointed by CSEA, shall review all appeals and make recommendations to the Assistant Superintendent of Human Resource Services and the President of the Association.
5. Upon completion of the appeal process the parties shall meet to discuss revisions in the list and any general rules of application. After such revisions, the parties shall execute a written verification of the list. If the parties cannot agree upon a verified list, the seniority provision of the Education Code shall apply until a verified list is agreed upon.
6. A break in service due to termination or resignation for any reason shall require the establishment of a new date of hire, except when reemployed or reinstated under Education Code Section 45309.
7. Any paid leave of absence, or any unpaid leave of absence less than 180 days, or any reemployment after layoff within the period of time specified by Education Code Section 45298, shall not constitute a break in service for seniority purposes.

D. Displacement Rights

A bargaining unit member who is laid off and who has previous service in an equal or lower class, shall have the right to displace the least senior unit member in an equal or lower class. Seniority for purposes of displacement shall include time served in the class from which layoff occurs and higher classes.

When a Reduction In Force Occurs:

1. Unit members assigned to the classifications of Paraeducator-Academic and Paraeducator-Academic Readiness hired on or after July 1, 2007, can only displace (bump) into the new classifications based on seniority (See Appendix Q).
2. Unit members assigned to the classification of Paraeducator and employed on or before June 30, 2007, shall be allowed to displace (bump) based upon seniority into the new classifications of Paraeducator-Academic and Paraeducator-Academic Readiness. Incumbents shall retain their original seniority date. They must be NCLB compliant for positions in DSP (See Appendix Q).
3. Prior to a Reduction in Force (RIF) taking place, Human Resource Services will solicit requested placement area information from all CSEA members.

For employees who do not submit a requested placement area, displacement shall take place in the following order:

- a. A senior unit member has the right to displace the least senior unit member at the PAU.
- b. If no position is available at the PAU, the unit member shall exercise displacement rights within the quadrant.
- c. If no position is available at the PAU or quadrant, the unit member shall exercise displacement rights county-wide.

Employees must be No Child Left Behind (NCLB) compliant to be placed into positions of Division of Student Programs.

E. Reduction of Hours

When a condition exists that requires the Office to conduct a reduction of hours of unit members based on a lack of work or lack of funds, the Office and CSEA shall negotiate the decision and its effects.

Reduction of hours shall be conducted using the first date of hire seniority within the class and in the following order of priority:

1. Within the PAU
2. Within the quadrant (four geographic areas used by LACOE)
3. County-wide

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class, or to positions with increased assigned time, without limitation of time. A valid reinstatement list shall be maintained by the Personnel Commission ranking unit members on that list in accordance with their proper seniority.

## **ARTICLE XVII SHARED DECISION MAKING**

### **A. Shared Decision Making Central Council**

1. CSEA is to participate in deliberations of the Central Council by appointing two (2) representatives to attend the business meeting of the council. Necessary release time and mileage reimbursement shall be provided to unit member representatives to attend Central Council meetings or other activities related to the business of this council.
2. The Central Shared Decision Making Council shall consist of no more than fourteen (14) members with the majority composed of bargaining unit members.

### **B. Site Level Councils**

1. Site councils shall incorporate representatives from all stakeholder groups including, but not limited to, members of each bargaining unit, parents, administrators, community members and when appropriate pupils as determined by the staff at the PAU. A majority of the council shall be bargaining unit members. Participation of unit members is on a voluntary basis.
2. CSEA unit members participating in the council shall be selected from among those unit members who volunteer. If no unit members volunteer CSEA shall be consulted for a possible appointment from the unit members at the PAU. No other group, individual or entity shall have the authority to make an appointment for the bargaining unit to the PAU council.
3. Unit members shall be given a complete copy of the document that describes the makeup, scope of authority, method of selecting council members, terms of service, procedures for resolving disputes, decision making process to be used and any other information relevant to the procedures, policies and methodologies used by the council.

### **C. Collective Bargaining**

Councils shall restrain from making decisions on items pertaining to bargaining such as those found in the various collective bargaining unit agreements and determined by state (EERA, Education Code) and federal (FLSA) laws although not expressly included in the contract.

IN WITNESS WHEREOF, the Parties have executed and entered into a Successor Agreement for July 1, 2018 – June 30, 2021. The Parties have executive and entered into the following tentative agreements as of March 28, 2019:

Article IV – Association Rights

Article IX – Compensation

Article XV – Duration

Appendix A – Salary Schedule R

**CALIFORNIA SERVICE EMPLOYEES ASSOCIATION, Chapter 624**

Date: 3-28-19 By: Elizabeth Romero  
Elizabeth Romero  
(Print Name)

Date: 3-28-2019 By: [Signature]  
Kenny Wilson CSEA SCLRR  
(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

Date: 3/28/2019 By: [Signature]  
Jennifer A. Flores  
(Print Name)

## APPENDIX A- SALARY SCHEDULE



**Los Angeles County Office of Education**

Serving Students ■ Supporting Communities ■ Leading Educators

### CSEA - 2019-20 PARAEDUCATOR SALARY SCHEDULE R

Job Code	Classification	Salary Range	Hours Per Day	Step				
				1	2	3	4	5
727	Paraeducator - Special Services	14	4	1350.50	1425.50	1504.50	1588.00	1676.00
			4.5	1519.31	1603.69	1692.56	1786.50	1885.50
			5	1688.13	1781.88	1880.63	1985.00	2095.00
			5.5	1856.94	1960.06	2068.69	2183.50	2304.50
			6	2025.75	2138.25	2256.75	2382.00	2514.00
			6.5	2194.56	2316.44	2444.81	2580.50	2723.50
			7	2363.38	2494.63	2632.88	2779.00	2933.00
			7.5	2532.19	2672.81	2820.94	2977.50	3142.50
			8	2701.00	2851.00	3009.00	3176.00	3352.00
			Hourly Rate	15.52	16.39	17.29	18.25	19.26
719	Paraeducator	25	4	1566.50	1653.50	1745.50	1842.50	1944.50
720	Paraeducator		4.5	1762.31	1860.19	1963.69	2072.81	2187.56
721	Paraeducator - Academic		5	1958.13	2066.88	2181.88	2303.13	2430.63
726	Paraeducator - Academic Readiness		5.5	2153.94	2273.56	2400.06	2533.44	2673.69
708	Paraeducator - Behavior Management I		6	2349.75	2480.25	2618.25	2763.75	2916.75
718	Paraeducator - Restricted		6.5	2545.56	2686.94	2836.44	2994.06	3159.81
			7	2741.38	2893.63	3054.63	3224.38	3402.88
			7.5	2937.19	3100.31	3272.81	3454.69	3645.94
			8	3133.00	3307.00	3491.00	3685.00	3889.00
			Hourly Rate	18.01	19.01	20.06	21.18	22.35
715	Paraeducator - Transcriber	29	4	1653.50	1745.50	1842.50	1944.50	2052.50
716	Paraeducator - Sign Language		4.5	1860.19	1963.69	2072.81	2187.56	2309.06
712	Paraeducator - Sign Language (Restricted)		5	2066.88	2181.88	2303.13	2430.63	2565.63
			5.5	2273.56	2400.06	2533.44	2673.69	2822.19
			6	2480.25	2618.25	2763.75	2916.75	3078.75
			6.5	2686.94	2836.44	2994.06	3159.81	3335.31
			7	2893.63	3054.63	3224.38	3402.88	3591.88
			7.5	3100.31	3272.81	3454.69	3645.94	3848.44
			8	3307.00	3491.00	3685.00	3889.00	4105.00
			Hourly Rate	19.01	20.06	21.18	22.35	23.59
706	Paraeducator -- Health Care	33	4	1745.50	1842.50	1944.50	2052.50	2166.50
			4.5	1963.69	2072.81	2187.56	2309.06	2437.31
			5	2181.88	2303.13	2430.63	2565.63	2708.13
			5.5	2400.06	2533.44	2673.69	2822.19	2978.94
			6	2618.25	2763.75	2916.75	3078.75	3249.75
7065	Paraeducator -- Academic-English Learners (Spanish)		6.5	2836.44	2994.06	3159.81	3335.31	3520.56
			7	3054.63	3224.38	3402.88	3591.88	3791.38
			7.5	3272.81	3454.69	3645.94	3848.44	4062.19
			8	3491.00	3685.00	3889.00	4105.00	4333.00
			Hourly Rate	20.06	21.18	22.35	23.59	24.90
7085	Educational Behavioral Technician	44	4	2025.00	2137.50	2256.00	2381.50	2513.50
			4.5	2278.13	2404.69	2538.00	2679.19	2827.69
			5	2531.25	2671.88	2820.00	2976.88	3141.88
			5.5	2784.38	2939.06	3102.00	3274.56	3456.06
			6	3037.50	3206.25	3384.00	3572.25	3770.25
			6.5	3290.63	3473.44	3666.00	3869.94	4084.44
			7	3543.75	3740.63	3948.00	4167.63	4398.63
			7.5	3796.88	4007.81	4230.00	4465.31	4712.81
			8	4050.00	4275.00	4512.00	4763.00	5027.00
			Hourly Rate	23.28	24.57	25.93	27.37	28.89
734	Speech Language Pathology Assistant	58	6	3669.75	3873.75	4089.00	4315.50	4555.50
			7	4281.38	4519.38	4770.50	5034.75	5314.75
			8	4893.00	5165.00	5452.00	5754.00	6074.00
			Hourly Rate	28.12	29.68	31.33	33.07	34.91



# Los Angeles County Office of Education

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## CSEA - 2019-20 PARAEDUCATOR SALARY SCHEDULE R

Job Code	Classification	Salary Range	Hours Per Day	Step				
				1	2	3	4	5
711	Educational - Sign Language Interpreter	66	4	2726.00	2877.00	3037.00	3205.50	3383.50
			4.5	3066.75	3236.63	3416.63	3606.19	3806.44
			5	3407.50	3596.25	3796.25	4006.88	4229.38
			5.5	3748.25	3955.88	4175.88	4407.56	4652.31
			6	4089.00	4315.50	4555.50	4808.25	5075.25
			6.5	4429.75	4675.13	4935.13	5208.94	5498.19
			7	4770.50	5034.75	5314.75	5609.63	5921.13
			7.5	5111.25	5394.38	5694.38	6010.31	6344.06
			8	5452.00	5754.00	6074.00	6411.00	6767.00
			Hourly Rate	31.33	33.07	34.91	36.84	38.89
733	Educational - Sign Language Coordinator	73	4	2996.00	3162.50	3338.00	3523.50	3719.00
			4.5	3370.50	3557.81	3755.25	3963.94	4183.88
			5	3745.00	3953.13	4172.50	4404.38	4648.75
			5.5	4119.50	4348.44	4589.75	4844.81	5113.63
			6	4494.00	4743.75	5007.00	5285.25	5578.50
			6.5	4868.50	5139.06	5424.25	5725.69	6043.38
			7	5243.00	5534.38	5841.50	6166.13	6508.25
			7.5	5617.50	5929.69	6258.75	6606.56	6973.13
			8	5992.00	6325.00	6676.00	7047.00	7438.00
			Hourly Rate	34.44	36.35	38.37	40.50	42.75

**Bilingual Pay:** Oral or Written - 2.75% of Base Salary; Oral and Written - 5.50% of Base Salary

MONTHLY Longevity Rates-- Service After	10 years	15 years	20 years	25 years	30+ years
Assigned 6 or More Hours Per Day-10 Month	\$70.00	\$120.00	\$170.00	\$220.00	\$270.00
Assigned 6 or More Hours Per Day-12 Month	\$58.33	\$100.00	\$141.67	\$183.33	\$225.00
Assigned 5.75 Hours Per Day-10 Month	67.08	115.00	162.92	210.83	258.75
Assigned 5.75 Hours Per Day-12 Month	55.90	95.83	135.77	175.69	215.63
Assigned 5.5 Hours Per Day-10 Month	64.17	110.00	155.83	201.67	247.50
Assigned 5.5 Hours Per Day-12 Month	53.47	91.67	129.86	168.05	206.25
Assigned 5.25 Hours Per Day-10 Month	61.25	105.00	148.75	192.50	236.25
Assigned 5.25 Hours Per Day-12 Month	51.04	87.50	123.96	160.41	196.88
Assigned 5 Hours Per Day-10 Month	58.33	100.00	141.67	183.33	225.00
Assigned 5 Hours Per Day-12 Month	48.61	83.33	118.06	152.78	187.50

**Los Angeles COE  
Administrative Regulation  
Family Care And Medical Leave - SR**

AR 4261.8

**Personnel**

The Office shall not interfere with, restrain, or deny the exercise of any right for family care and medical leave provided to an eligible employee, as defined below, under the law. In addition, the Office shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)

(cf. 4030 - Nondiscrimination in Employment)

**Definitions**

Any word or phrase defined below shall have the same meaning throughout this administrative regulation except where otherwise specifically defined.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2)

Eligible employee means an employee who has been employed with the Office for at least 12 months and who has at least 1,250 hours of service with the Office during the previous 12-month period. (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (29 USC 2611; 29 CFR 825.122; Government Code 12945.2; 2 CCR 7297.0)

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either of the following: (29 USC 2611; 29 CFR 825.113, 825.114, 825.115; Government Code 12945.2)

1. Inpatient care in a hospital, hospice, or residential health care facility
2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive full days
  - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
  - c. For purposes of leave under the Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care
  - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
  - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300 or 1 USC 7. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (1 USC 7; 29 CFR 825.122; Family Code 297.5, 300; 2 CCR 7297.0)

**Eligibility for Leave**

Employees are eligible for unpaid Family and Medical Leave if they meet the following conditions:

1. Full-time employees employed for at least one (1) year and who have worked a minimum of 1250 hours during the



12-month period immediately preceding the commencement of the leave or the onset of the condition that would qualify the employee for the FMLA/CFRA leave.

2. Ten-month employees will be deemed to have met the one year requirement if they serve the full year.
3. Employees otherwise eligible as negotiated in the collective bargaining contract(s).

The Office shall grant family care and medical leave to eligible employees for the following reasons: (29 USC 2612; 29 CFR 825.112; Family Code 297.5; Government Code 12945.2)

1. Because of the birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child
2. To care for the employee's child, parent, or spouse with a serious health condition
3. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position, except that CFRA leave shall not cover an employee's disability on account of pregnancy, childbirth, or related medical conditions
4. Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined, of the servicemember

In addition to FMLA leave for disability on account of a pregnancy, childbirth, or related medical conditions pursuant to item #3 above, a female employee disabled by pregnancy, childbirth, or related medical conditions may be entitled to take leave for a reasonable period of time, not to exceed four months. (Government Code 12945)

#### Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of family care and medical leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. (29 USC 2612; Government Code 12945.2)

During the period of leave, the Office may require the employee to report his/her status and intention to return to duty.

Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:

1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)
2. Leave taken for disability on account of pregnancy, childbirth, or related medical conditions. FMLA leave taken for these purposes shall run concurrently with the California pregnancy disability leave granted pursuant to Government Code 12945. CFRA leave related to the birth of a child shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; 2 CCR 7297.6)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)  
(cf. 4261.1 - Personal Illness/Injury Leave)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, Office shall grant a request for leave of less than two weeks' duration on any two occasions. (29 USC 2612; 2 CCR 7297.3)

If both parents of a child work for the Office, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 weeks. This restriction shall apply whether or not the parents are married, not married, or



registered domestic partners. (29 USC 2612; Government Code 12945.2)

#### Use/Substitution of Paid Leave

Except for pregnancy disability leave, during the period of family care and medical leave, the Office shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the Office. If the leave is because of the employee's own serious health condition, the employee shall use accrued sick leave pursuant to the collective bargaining agreement and/or County Superintendent policy. (29 USC 2612; Government Code 12945.2)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

#### Intermittent Leave/Reduced Leave Schedule

Leave related to the serious health condition of the employee or his/her child, parent, or spouse may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the Office may limit leave increments to the shortest period of time that the Office's payroll system uses to account for absences or use of leave. (29 USC 2612; 2 CCR 7297.3)

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the Office may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

#### Request for Leave

An employee shall provide at least verbal notice sufficient to make the Office aware that he/she needs family care and medical leave and the anticipated timing and duration of the

leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the County Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)

Based on the information provided by the employee, the County Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)

When the need for the leave is foreseeable based on an 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 shall provide the Office with at least 30 days advance written notice before the leave. The employee shall consult with the Office and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to Office operations. (Government Code 12945.2; 2 CCR 7297.4)

When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the Office with written notice as soon as practicable. (2 CCR 7297.4)

#### Certification of Health Condition

At the time of the employee's request for leave for his/her own or his/her child's, parent's, or spouse's serious health condition, or within five business days of the request, the County Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the Office's request, the employee shall provide the certification within 15 days, unless either the County Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)

The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse
  - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The County Superintendent or designee shall not request any genetic information, as defined in 42 USC 2000ff, from any employee or his/her family member except as necessary to comply with a certification requirement for FMLA/CFRA leave purposes or with the prior written authorization of the employee. Any such genetic information received by the Office shall be kept confidential in accordance with law. (42 USC 2000ff-1, 2000ff-5)

When an employee has provided sufficient medical certification to enable the Office to determine whether the employee's leave request is FMLA-eligible, the County Superintendent or designee shall notify the employee within five business days whether the leave is FMLA-eligible. The County Superintendent or designee may also retroactively designate leave as FMLA/CFRA as long as there is no individualized harm to the employee. (29 CFR 825.301)

If the County Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a Office -approved health care provider, at Office expense. If the second opinion is contrary to the first, the County Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the Office, again at the Office expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2)

If additional leave is needed when the time estimated by the health care provider expires, the Office may require the employee to provide recertification in the manner specified in items #1-5 above. (29 USC 2613; Government Code 12945.2)

#### Fitness for Duty Upon Return to Work

Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

#### Rights to Reinstatement and Maintenance of Benefits

Upon granting an employee's request for family care and medical leave, the County Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (29 USC 2614; Government Code 12945.2)

However, the Office may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the

following apply: (29 USC 2614; Government Code 12945.2)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those Office employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to Office operations.
3. The Office informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

During the period when an employee is on family care and medical leave, he/she shall maintain his/her status with the Office and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (29 USC 2614; Government Code 12945.2)

For a period of 12 work weeks, the Office shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the Office for premiums paid during the family care and medical leave if he/she fails to return to Office employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (29 USC 2614; 29 CFR 825.213; Government Code 12945.2)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on family care and medical leave, he/she shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the Office shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2)

#### Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the Office while a covered military member is on covered active duty or call to covered active duty status for one or more qualifying exigencies. (29 USC 2612)

Covered military member means an employee's spouse, son, daughter, or parent on covered active duty or call to covered active duty status. (29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or order to active duty. (29 USC 2611)

Qualifying exigencies include time needed to:

1. Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment)
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status
3. Arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a covered military member's absence



5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Address any other event that the employee and Office agree is a qualifying exigency

The employee shall provide the County Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting such leave for the first time shall provide the County Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the County Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the Office's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

#### Military Caregiver Leave

The Office shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered servicemember with a serious illness or injury. In order to be eligible for such

military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be either:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who, within the five years preceding his/her undergoing of medical treatment, recuperation, or therapy for a serious injury or illness, was a member of the Armed Forces, including the National Guard or Reserves

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means:

1. For a member of the Armed Forces, an injury or illness incurred or aggravated by the member's service in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office,

grade, rank, or rating

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the County Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the Office and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the Office's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

#### Notifications

The County Superintendent or designee shall provide the following notifications about state and federal law related to FMLA/CFRA:

1. **General Notice:** Information explaining the provisions of the FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on Office premises, or electronically, and shall be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)

The general notice shall also explain an employee's obligation to provide the County Superintendent or designee with at least 30 days notice of the need for the leave, when the need for the leave is reasonably foreseeable. (2 CCR 7297.4)

2. **Eligibility Notice:** When an employee requests leave or when the County Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the County Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (29 CFR 825.300)

3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the County Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)

- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to substitute paid leave, whether the Office will require substitution of paid leave, conditions related to any substitution, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. If applicable, the employee's status as a "key employee," potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

g. The employee's potential liability for health insurance premiums paid by the Office during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the County Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the County Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the Office requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the Office requires an employee to present a fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement.

Any time the information provided in the designation notice changes, the County Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

#### Records

The County Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500; Government Code 12946)

Regulation      LOS ANGELES COUNTY OFFICE OF EDUCATION  
approved: October 17, 2013   Downey, California

## Appendix C

### LACOE Policy on Inclement Weather and Post-Earthquake

The Office will agree to append these procedures provided: (1) such procedures are not subject to the grievance/arbitration mechanism; and (2) such procedures are first revised through consultation with all employee groups.

1. In September of each school year site administrators shall file updated site inclement weather and earthquake plans with their regional director, in accord with division regulations. These plans shall be reviewed in September of each year with the school staff.
2. During inclement weather (severe flooding and rain, heavy snowfalls), forest fires requiring evacuation, rock slides, post earthquake conditions, and other "acts of God", employees are expected to remain at, or report to his/her supervisor. A site plan for such emergencies (assignment of alternative work sites, etc.) should be formulated, especially for the selection of alternative work sites that are reasonable distance from the employee's home. Additionally, site plans might include a disaster "designee", in the event that the site administrator can not access the site, and/or the telephones are out.
3. During inclement weather or post earthquake conditions, the principal is responsible for communicating conditions and making recommendations regarding school closure, through the regional director, the division director, to the assistant superintendent, school operations, who has the authority to declare schools closed.

## **Appendix D**

### **Procedures for Selection for Extended Session Work**

Unit members who are permanent employees will be given first consideration for employment in Extended Session in their regular class assignment, and then, for any employment in a like position at their regular site, regardless of whether the choice is for one or two sessions.

If pupil enrollment is insufficient, elimination from Extended Session employment shall be on the basis of the individuals assigned to the classes which had insufficient enrollment. Any unit member who is selected for Extended Session, but whose employment was eliminated because of insufficient enrollment, shall be eligible for unemployment compensation for the period of individual session.



# APPENDIX E



Los Angeles County  
Office of Education

## APPLICATION FOR STUDY OR RETRAINING LEAVE FOR CSEA UNIT MEMBERS

**PART I – To Be Completed by Applicant** (Please type or print using ball point pen. Press firmly, you are making 4 copies.)

NAME OF APPLICANT (LAST, FIRST, MIDDLE)		HOME TELEPHONE NUMBER ( )	SOCIAL SECURITY NUMBER
PERMANENT ADDRESS OF APPLICANT (NUMBER, STREET, APARTMENT NUMBER, CITY, STATE AND ZIP CODE)			
DIVISION		NAME OF SCHOOL SITE OR OFFICE SITE	
WORK TELEPHONE NUMBER ( )	JOB TITLE/POSITION	DATE EMPLOYED BY LACOE	

Purpose of study or retraining leave: (Check appropriate box.)

- ☐ Study or retraining to meet changing conditions of my job category
- ☐ To qualify for a teaching position with the County Office

Attach the following items as appropriate:

1. A description of the changing condition(s) necessitating this leave
2. Your proposed program of study or retraining
3. Your travel plans

PROPOSED DATES OF LEAVE		
FROM (MO/DAY/YR)	TO (MO/DAY/YR)	NO. OF MONTHS

COMPENSATION IS REQUESTED	AMOUNT OF COMPENSATION
<input type="checkbox"/> NO <input type="checkbox"/> YES	\$
Up to one-half (½) of regular salary may be granted.	

*I understand that if compensation is granted, I must, after the conclusion of the leave, render service to the County Office for at least twice the period of the leave. I understand a bond may be required in the amount compensated.*

SIGNATURE OF APPLICANT	DATE OF APPLICATION (MONTH/DAY/YEAR)
------------------------	--------------------------------------

**Submit ALL copies of this form to Personnel Services upon recommendation from superintendent.**

### PART II – APPROVALS

SIGNATURE OF IMMEDIATE ADMINISTRATOR		COMMENTS
RECOMMENDATION <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE SIGNED	
SIGNATURE OF DIVISION DIRECTOR		COMMENTS
RECOMMENDATION <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE SIGNED	
SIGNATURE OF ASSISTANT SUPERINTENDENT		COMMENTS
RECOMMENDATION <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE SIGNED	
RECOMMENDATION OF SUPERINTENDENT	<input type="checkbox"/> DISAPPROVE <input type="checkbox"/> APPROVE <input type="checkbox"/> WITHOUT COMPENSATION <input type="checkbox"/> WITH COMPENSATION	AMOUNT OF MONTHLY COMPENSATION \$
SIGNATURE OF SUPERINTENDENT		DATE SIGNED

### FOR PERSONNEL SERVICES USE ONLY

REVIEWED BY	DATE REVIEWED	AMOUNT OF BOND \$	APPROVED DATES OF LEAVE		
COMMENTS			FROM	TO	NO. OF MONTHS

DISTRIBUTION: Original – Personnel; Canary – Division; Pink – Immediate Supervisor; Goldenrod – Applicant  
Form No. 703-200 Rev. 4/88



Appendix F (1)

**CSEA Catastrophic Leave Request Form**

*This section to be filled out by employee:*

I, \_\_\_\_\_, do hereby apply for \_\_\_\_\_ day(s) of catastrophic leave as set forth in  
*Name of CSEA Unit Member*

Article VII of the agreement between CSEA Chapter 624 and the Office.

Please indicate whether leave is requested due to absence caused by:

\_\_\_\_\_ Your own serious health condition

\_\_\_\_\_ To care for \_\_\_\_\_  
*Relationship to employee*

I submit this application for the following reason(s):

---

---

---

---

Please attach medical verification (and proof of relationship if leave request is to care for a family member) to this request.

\_\_\_\_\_  
*Signature of Employee*      \_\_\_\_\_  
*Social Security Number*      \_\_\_\_\_  
*Date*

Send completed form to Faz Kasri in Human Resource Services (9300 Imperial Highway, ECE 103, Downey, CA 90242) or fax to (562) 469-4370.

\*\*\*\*\*

*This section for Office use only*

\_\_\_\_\_ Approved by CSEA Catastrophic Leave Committee for \_\_\_\_\_ days of donated leave

\_\_\_\_\_ Not approved by CSEA Catastrophic Leave Committee

\_\_\_\_\_  
*Chairperson, CSEA Catastrophic Leave Committee*      \_\_\_\_\_  
*Date*

# Appendix G(1)



## Los Angeles County Office of Education

Serving Students ■ Supporting Communities ■ Leading Educators

### LOS ANGELES COUNTY OFFICE OF EDUCATION

2019-20 INSTRUCTIONAL YEAR CALENDAR 10 MONTHS 183 WORKDAYS – Code C

School Months	First Week					Second Week					Third Week					Fourth Week					Instructional Days	Non-Work Days	Outside School Year					
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F								
July 1	S	S	S	L	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S								
July 26	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26								
July 29	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S								
August 23	29	30	31	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23								
August 26	S	S	S	S	S	L	A														14	1	5					
September 20	26	27	28	29	30	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20								
September 23						Oct															20							
October 18	23	24	25	26	27	30	1	2	3	4	7	8	9	10	11	14	15	16	17	18	19	1						
October 21							Nov									L												
November 15	21	22	23	24	25	28	29	30	31	1	4	5	6	7	8	11	12	13	14	15								
November 18							B	L	B		Dec										17	3						
December 13	18	19	20	21	22	25	26	27	28	29	2	3	4	5	6	9	10	11	12	13								
December 16							R	B	L	R	R	R	B	L	Jan						12	8						
January 10	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3	6	7	8	9	10								
January 13							L									Feb					19	1						
February 7	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	3	4	5	6	7								
February 10							L									Mar					18	2						
March 6	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	2	3	4	5	6								
March 9																		Apr			20							
April 3	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3								
April 6							R	R	R	R	R	R	R	R	R			May			15	5						
May 1	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	1								
May 4																L					19	1						
May 29	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29								
June 1	Jun										C	S	S	S	S	S	S	S	S	S	10							
June 26	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26								
June 29	S																											
June 30	30																											
Holidays:																					Total Work Days							
July Fourth	July																					183	22	57				
Labor Day	September																											
Veterans Day	November																											
In Lieu of Admission Day	November																											
Thanksgiving Day	November																											
Thanksgiving Holiday	November																											
Christmas Eve	December																											
Christmas Day	December																											
New Years' Eve	December																											
New Years' Day	January																											
Martin L. King, Jr. Day	January																											
Lincoln's Birthday	February																											
President's Day	February																											
Memorial Day	May																											

School starts September 3, 2019  
 Winter Break: December 23, 2019, through January 1, 2020  
 Spring Break: April 13, 2020, through April 17, 2020  
 School closes June 12, 2019

HUMAN RESOURCE ADVISORY AND SUPPORT SERVICES  
 02/14/19

# Appendix G(2)



## 2019-20 INSTRUCTIONAL YEAR CALENDAR 183 WORKDAYS PAID OVER 11 MONTHS – Code YM LOS ANGELES COUNTY OFFICE OF EDUCATION

School Months	First Week					Second Week					Third Week					Fourth Week					Instructional Days	Non-Work Days	Outside School Year										
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F													
July 1	S	S	S	L	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S													
July 26	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26													
July 29	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S													
August 23	29	30	31	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23													
August 26	ΔPF					L										PF																	
September 20	26	27	28	29	30	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20													
September 23						Oct																											
October 18	23	24	25	26	27	30	1	2	3	4	7	8	9	10	11	14	15	16	17	18													
October 21											Nov					L																	
November 15	21	22	23	24	25	28	29	30	31	1	4	5	6	7	8	11	12	13	14	15													
November 18											B	L	B			Dec																	
December 13	18	19	20	21	22	25	26	27	28	29	2	3	4	5	6	9	10	11	12	13													
December 16						R	B	L	R	R	R	B	L	ND	ND																		
January 10	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3	6	7	8	9	10													
January 13						L										Feb																	
February 7	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	3	4	5	6	7													
February 10						L					L					Mar																	
March 6	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	2	3	4	5	6													
March 9	PF																																
April 3	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3													
April 6						R	R	R	R	R	R	R	R	R	R																		
May 1	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	1	May												
May 4																L																	
May 29	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29													
June 1	Jun					C	S	S	S	S	S	S	S	S	S	S	S	S	S	S													
June 26	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26													
June 29	S	S																															
June 30	29	30																															
<b>Holidays:</b>																					<b>Total Work Days</b>												
																											</						

**Holidays:**

July Fourth: July 4  
 Labor Day: September 2  
 Veterans Day: November 11  
 In Lieu of Admission Day: November 27  
 Thanksgiving Day: November 28  
 Thanksgiving Holiday: November 29  
 Christmas Eve: December 24  
 Christmas Day: December 25  
 New Years' Eve: December 31  
 New Years' Day: January 1  
 Martin L. King, Jr. Day: January 20  
 Lincoln's Birthday: February 14  
 President's Day: February 17  
 Memorial Day: May 25

Δ School year starts  
 B Board Holiday  
 C School year closes  
 L Legal Holiday  
 ND Non-Duty Days  
 PF Pupil-free Days  
 R Board Recess Days  
 S Outside of 2019-20 School Year

Thanksgiving Break: November 27, 2019, through November 29, 2019  
 Winter Break: December 23, 2019, through January 3, 2020  
 Spring Break: April 13, 2020, through April 17, 2020  
 Pupil-free Days: August 26, 2019, September 16, 2019, March 9, 2020

Holiday	Month	Day	Legal Holiday
July Fourth	July	4	B
Labor Day	September	2	B
Veterans Day	November	11	R
In Lieu of Admission Day	November	27	O
Thanksgiving Day	November	28	C
Thanksgiving Holiday	November	29	
Christmas Eve	December	24	
Christmas Day	December	25	
New Year's Eve	December	31	
New Year's Day	January	1	
Martin L. King, Jr. Day	January	20	
Lincoln's Birthday	February	14	
President's Day	February	17	
Memorial Day	May	26	

**HUMAN RESOURCE ADVISORY AND SUPPORT SERVICES  
(562) 803-8377**

# APPENDIX H (1)

## RECORD OF TRAINING FOR SPECIALIZED PHYSICAL HEALTH CARE SERVICE PROVIDERS (Attach to IEP Upon Completion)



Leading Educators • Supporting Students • Serving Communities

Please Note – Service is not to be provided until a minimum provider team is trained and certified competent as specified on the IEP.

NAME OF STUDENT (LAST, FIRST, MIDDLE INITIAL)	BIRTHDATE (MONTH/DAY/YEAR)	IEP REFERENCE DATE (MONTH/DAY/YEAR)
SPECIFY SERVICE TO BE PROVIDED		

### COMPLETE THE FOLLOWING INFORMATION FOR PRIMARY PROVIDERS OF SERVICE

NAME OF PERSON(S) TRAINED TITLE/POSITION OF PERSON	SPECIFY WHERE TRAINED	NAME OF TRAINER	DATE TRAINED	SIGNATURE OF SCHOOL NURSE VERIFYING COMPETENCY	DATE SIGNED
1.					
2.					
3.					

### COMPLETE THE FOLLOWING INFORMATION FOR ADDITIONAL PERSONS (BACK-UP TO PRIMARY)

NAME OF PERSON(S) TRAINED TITLE/POSITION OF PERSON	SPECIFY WHERE TRAINED	NAME OF TRAINER	DATE TRAINED	SIGNATURE OF SCHOOL NURSE VERIFYING COMPETENCY	DATE SIGNED
1.					
2.					
3.					

FORM NO. 301-615 REV 08/01/1996 Page 1 of 2

Continued on Reverse

APPENDIX H (2)

NAME OF PERSON(S) TRAINED TITLE/POSITION OF PERSON	SPECIFY WHERE TRAINED	NAME OF TRAINER	DATE TRAINED	SIGNATURE OF SCHOOL NURSE VERIFYING COMPETENCY	DATE SIGNED
4.					
5.					
6.					
7.					
8.					
9.					
10.					

**Los Angeles COE  
Board Policy  
Nondiscrimination In Employment - SP/BP**

BP 4030

**Personnel**

The County Superintendent desires to provide a positive work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with law. The County Superintendent prohibits discrimination against and/or harassment of LACOE employees and job applicants at any LACOE site or activity because of race, color, ancestry, national origin, ethnic group identification, citizenship and immigration status, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. These terms are defined by state or federal statute.

Every effort shall be made to realize full, equal employment, in practice and results, for all people. No employee or applicant for employment shall suffer discrimination prohibited under any state or federal law.

Every effort shall be made to realize full, equal employment, in practice and results, for all people. No employee or applicant for employment shall suffer discrimination prohibited under any state or federal law. To this end, no person, because of race, color, ancestry, national origin, ethnic group identification, citizenship and immigration status, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics shall be discriminated against in employment, promotion, training, transfer, application of policy or regulation, or in any other way be excluded from or denied the benefits of programs or activities.

(cf. 0410 - Nondiscrimination in LACOE Programs and Activities)

(cf. 4032 - Reasonable Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 5145.7 - Sexual Harassment)

Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.

The prohibition against discrimination based on the religious creed of any employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926, 12940).

Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

The County Superintendent also prohibits retaliation against any LACOE employee or job applicant who complains, testifies, assists, or in any way participates in LACOE's complaint procedures instituted pursuant to this policy.

Any LACOE employee who engages in prohibited discrimination, harassment, or retaliation, or who aids, abets,



incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The County Superintendent designates the following position as Coordinator for Nondiscrimination in Employment: Director, Labor Relations.

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of LACOE policy or regulation should immediately contact his/her supervisor, the Coordinator, or the County Superintendent who shall advise the employee or applicant about LACOE's procedures for filing, investigating, and resolving any such complaints.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to his/her supervisor, the Coordinator, or County Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

#### Training and Notifications

LACOE shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of LACOE's policies and regulations regarding discrimination.

The County Superintendent will provide leadership and assistance in building an environment in which opportunity for employment is equalized. LACOE establishes an inclusive, positive workplace where all cultures and differences are valued.

(cf. 4131- Staff Development)

(cf. 4231- Staff Development)

(cf. 4331- Staff Development)

LACOE shall publicize its nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

LACOE's policy shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

Policy LOS ANGELES COUNTY OFFICE OF EDUCATION  
adopted: September 3, 2013 Downey, California



Appendix K  
Los Angeles County Office of Education  
Division of Special Education

TO: Site Administrator

FROM: \_\_\_\_\_, Paraeducator

SUBJECT: Classroom Coverage

No substitute teacher was available for our classroom \_\_\_\_\_  
on \_\_\_\_\_ and pupils were not disbursed according to the PAU  
Plan.

What was done with pupils? *(please describe)*

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Response:**

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

c: Regional Director

Appendix L  
Memorandum of Understanding  
Agreement Between  
California School Employees Association and  
Los Angeles County Office of Education

Statement of Intent Regarding "Bus Assignments"

The Los Angeles County Office of Education and California School Employees Association agree that with respect to Section C of Article VI, the parties' intent is to provide flexibility for the assignment of "bus duties" on a temporary basis. Temporary basis means an assignment of forty-five calendar days or less.

Further, it is also the parties' intent, to ensure a consistent practice of increasing an employee's regular assigned work hours by the amount of minutes or hours spent on "bus assignments" when such duties are performed for a period of more than forty-five (45) calendar days.

The use of more than one paraeducator to perform bus related duties in a period longer than forty-five (45) calendar days shall not be used in a way which is detrimental to an employee's right to receive an increase in his/her assigned work hours.

In situations arising where an increase in regular assigned hours is to take place but there is more than one employee eligible; experience, training, and student needs will be used as criteria to decide the assignment, all things considered equal, seniority shall prevail.

Dated: December 17, 1997



## Appendix M

### PARAEDUCATOR ANNUAL NOTIFICATION TO PRINCIPALS ON POSSIBLE JOB OPENINGS WITHIN THE PAU FOR THE CURRENT SCHOOL YEAR

Name of Paraeducator \_\_\_\_\_ School Year \_\_\_\_\_

PAU \_\_\_\_\_ Site \_\_\_\_\_

This is to inform you that

☐ I am interested in openings that may occur this school year if the new position is:

- ☐ Primary age class
- ☐ Elementary age class
- ☐ Junior high age class
- ☐ Secondary age class
- ☐ Transition classroom
- ☐ Integrated site classroom
- ☐ Special center classroom
- ☐ Earlier hours
- ☐ Later hours
- ☐ Additional hours
- ☐ 1 on 1 position
- ☐ Other \_\_\_\_\_

☐ I am not interested in any paraeducator openings that may occur this school year.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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LACOE is a premier provider of integrated, educational programs and services from birth to adulthood in a richly diverse and multicultural global environment.  
-LACOE Vision

**APPENDIX N**

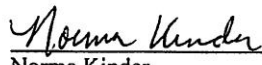
**Side Letter of Agreement  
By and Between  
Los Angeles County Office of Education  
and  
California School Employees Association, Chapter 624**

**Staff Development**

Both parties agree to provide one (1) six (6) hour session of staff development for all unit members based on the following conditions:

- Voluntary
- Outside the unit member's work day or calendar year
- Hourly rate
- Staff development is Office sponsored and meets the requirements for AB 825.
- Only unit members meeting the requirement of paraeducators as defined in AB 825 shall qualify for this additional six (6) hours pay for a staff Development activity outside the work day and calendar year.

The parties agree to meet and discuss only changes that result from additional legislation such as the addition of additional days.

  
Norma Kinder  
CSEA Chapter #624 President

5/20/08  
Date

  
Annette L. Anderson  
Director Labor Relations, LACOE

5/8/08  
Date

APPENDIX O

**Side Letter of Agreement  
By and Between  
Los Angeles County Office of Education  
and  
California School Employees Association, Chapter 624**

**CAREER LADDER**

The Office and California School Employees Association, Chapter 624, agree to meet and develop a career ladder for paraeducators. The goal is to create opportunities for paraeducators to move into teacher level positions.



Norma Kinder  
CSEA Chapter #624 President

5/20/08

Date



Annette L. Anderson  
Director Labor Relations, LACOE

5/8/08

Date

**Rubric  
Paraeducator Evaluation**

**APPENDIX P (1)**

Directions: Assess performance based on the descriptions below. Enter a check (✓) corresponding to the description in each category on the Classified Employee Performance Evaluation form.

5=Excellent 4=Above Average 3=Satisfactory 2=Improvement Needed 1=Unsatisfactory

**1. Quantity:**

Amount of work

- 5 Completes amount of assigned work independently to enhance the instructional program
- 4 Completes amount of assigned work to enhance instructional program
- 3 Completes amount of assigned work to support instructional program
- 2 Unable to complete amount of assigned work without direction
- 1 Unable to complete amount of assigned work with direction

Completion of work on schedule

- 5 Completes assigned work on schedule independently to enhance the instructional program
- 4 Completes assigned work on schedule to enhance instructional program
- 3 Completes assigned work on schedule to support instructional program
- 2 Unable to complete assigned work on schedule without direction
- 1 Unable to complete assigned work on schedule with direction

**2. Quantity:**

Accuracy

- 5 Completes assigned work independently and accurately to enhance the instructional program
- 4 Completes assigned work accurately to support instructional program
- 3 Completes assigned work
- 2 Unable to complete assigned work on schedule without direction
- 1 Unable to complete assigned work accurately with direction

Neatness of work product

- 5 Work product's neatness meets the needs of job assignment independently and accurately
- 4 Work product's neatness meets the needs of job assignment independently
- 3 Work product's neatness meets the needs of job assignment
- 2 Unable to produce neat work product within the job assignment with directions
- 1 Unable to produce neat work product within the job assignment without directions

Thoroughness

- 5 Assigned work is completed thoroughly independently and accurately
- 4 Assigned work is completed thoroughly independently
- 3 Assigned work is completed thoroughly
- 2 Unable to complete work thoroughly without direction
- 1 Unable to complete assigned work thoroughly with direction



**Oral expression**

- 5 Oral and/or sign language expression is relevant to and enhances the instructional program and easy to understand to multiple audiences
- 4 Oral and/or sign language expression is easily understood and relevant to and enhances the instructional program
- 3 Oral and/or sign language expression is easily understood and relevant to the instructional program
- 2 Oral and/or sign language expression is unable to be easily understood not relevant to instructional program without direction
- 1 Oral and/or sign language expression is unable to be easily understood or not relevant to instructional program with direction

**Written expression**

- 5 Written expression is relevant to and enhances the instructional program and easy to understand to multiple audiences
- 4 Written expression is easily understood and relevant to and enhances the instructional program
- 3 Written expression is easily understood and relevant to the instructional program
- 2 Written expression is unable to be easily understood not relevant to instructional program without direction
- 1 Written expression is unable to be easily understood or not relevant to instructional program with direction

**3. Work Habits:**

**Observes Working Hours**

- 5 Observes working hours on a regular and consistently basis independently to support instructional program
- 4 Observes working hours on a regular basis to support instructional program
- 3 Observes working hours to support instructional program
- 2 Does not observe working hours on a regular basis without direction
- 1 Does not observe working hours on a regular basis with direction

**Attendance**

- 5 Attendance at work is regular and consistent and supports instructional program
- 4 Attendance at work on a regular basis and supports instructional program
- 3 Attendance at work supports program
- 2 Lack of attendance impedes instruction without direction
- 1 Lack of attendance impedes instructional program with direction

**Rubric  
Paraeducator Evaluation**

**APPENDIX P (3)**

**Observes rules and regulations**

- 5 Observes rules and regulations as appropriate to job assignment on a regular basis independently to enhance instructional program
- 4 Observes rules and regulations on a regular basis as appropriate to job assignment to enhance instructional program
- 3 Observes rules and regulations on a regular basis as appropriate to job assignment to support instructional program
- 2 Does not observe rules and regulations as appropriate to job assignment without direction
- 1 Does not observe rules and regulations as appropriate to job assignment with direction

**Complies with work instruction**

- 5 Complies with work instruction accurately and independently to enhance and support instructional program
- 4 Complies with work instructions within job assignment to support and enhance instructional program
- 3 Complies with work instructions within job assignment to support instructional program
- 2 Does not comply with work instructions within job assignment without direction
- 1 Does not comply with work instructions within job assignment with direction

**Orderliness in work**

- 5 Provides orderliness for a safe and productive environment within job assignment independently and accurately
- 4 Provides orderliness for a safe and productive environment independently
- 3 Provides orderliness appropriate to job assignment that support instructional program
- 2 Does not provide orderliness without direction
- 1 Does not provide orderliness within the job assignment with direction

**Application to duties**

- 5 Willingly offers and follows useful suggestions to improve working situations and solving problems within job assignment to enhance instructional program
- 4 Willingly participates and follows in improving working situations and solving problems to enhance instructional program
- 3 Willingly participates in improving working situations and solving problems within job assignment to support instructional program
- 2 Unwilling to participate in improving job assignment
- 1 Unwilling to comply with useful suggestions to improve working situation and solve problems within job assignment

**Organization**

- 5 Demonstrates organizational skills to support and enhance the instructional program independently and accurately
- 4 Demonstrates organizational skills to support the instructional program
- 3 Demonstrates organizational skills and supports the instructional program
- 2 Does not demonstrate organizational skills without direction
- 1 Does not demonstrate organizational skills within job assignment with direction

**4. Personal Relations**

**Getting along with associates**

- 5 Gets along with associates within the division/area/unit/program to enhance instructional program
- 4 Gets along with associates within the unit/program to enhance instructional program
- 3 Gets along with associates within the unit to support the instructional program
- 2 Does not get along with associates in the unit which impedes instructional program and/or school climate
- 1 Does not get along with associates within the division/area/unit/program which impedes the instructional program

**Public Relations**

- 5 Demonstrates positive public relation skills with whom he/she comes in contact with and promotes the goals and objectives of the office
- 4 Demonstrates positive public relation skills with whom he/she comes in contact to enhance the instructional program
- 3 Demonstrates positive public relation skills and responsibilities within the job location
- 2 Demonstrates limited public relation skills with who he/she comes in contact
- 1 Does not use public relation skills with whom he/she comes in contact

**Personal appearance**

- 5 Dresses appropriately for the work assignment and environment and adheres to site standards for safety of students of LACOE and provides a positive image for students
- 4 Dresses appropriately for the work assignment and environment and adheres to site standards for safety of students and self. Provides a positive image for students
- 3 Dresses appropriately for the work assignment and environment and adheres to site standards for safety of students and self
- 2 Does not dress appropriately for the work assignment and environment for safety of student and self without direction
- 1 Does not dress appropriately for the work assignment and environment for safety of students and self with direction

**Reaction to supervision**

- 5 Responds and follows supervision affectively and/or behaviorally and participates in solutions
- 4 Responds and follows supervision affectively and/or behaviorally to enhance the instructional program
- 3 Responds and follows supervision affectively and/or behaviorally to support instructional program
- 2 Does not respond affectively and/or behaviorally to supervision without re-direction
- 1 Does not respond affectively and/or behaviorally to supervision with re-direction

**5. Adaptability**

**Performance in new situations**

- 5** Adapts, performs, and enhances services in a new situation independently
- 4** Adapts and performs services independently in new situations
- 3** Adapts and performs services in a new situation
- 2** Does not adapt and perform services without direction
- 1** Does not adapt and perform services with direction

**Performance in emergencies**

- 5** Performs services independently and in emergency situations promoting calmness and safety to others
- 4** Performs services independently in emergency situations and adheres to emergency procedures
- 3** Performs services in an emergency by adhering to emergency procedures or direction
- 2** Does not perform services without detailed direction in emergency situations
- 1** Does not perform services in emergency situations

**Performs with minimum instruction**

- 5** Performs job related duties independently
- 4** Performs job related duties
- 3** Performs job related duties when modified
- 2** Does not perform job related duties when modified without instruction
- 1** Does not perform job related duties when modified

Appendix Q (1)  
Side Letter of Agreement  
By and Between  
Los Angeles County Office of Education  
And  
California School Employees Association, Chapter 624

New Paraeducator Classifications

Definitions

Paraeducator Academic Readiness – employed within the Division of Special Education

Paraeducator, Academic – employed within the Division of Student Programs (DSP)

This does not apply to:

Paraeducator-Healthcare;  
Paraeducator-Interpreter;  
Paraeducator-Translator (Hearing Impaired);  
Paraeducator-Translator Hearing Impaired (Restricted);  
Paraeducator-Restricted;  
Paraeducator-Transcriber; and  
Paraeducator-Speech Language Pathology Assistant.

New Hire and Incumbent Classification

1. New Paraeducators hired after July 1, 2007, will be employed only into the new classifications, either Paraeducator-Academic Readiness or Paraeducator-Academic.
2. The incumbent Paraeducators will remain in their current Paraeducator classification.

Reductions in Force (RIF)

3. When a RIF occurs:
  - a. Employees who are hired into the new classifications can only displace (bump) into the new classifications based on seniority.
  - b. Incumbents shall be allowed to displace (bump) based upon seniority, into new classifications. Incumbents shall retain their original seniority date. They must be No Child Left Behind (NCLB) compliant for positions in DSP.

Reemployment Rights following a RIF

4. New hires have reemployment rights to new classifications only.

APPENDIX Q (2)

5. Incumbents have reemployment rights to the new classifications. They must be NCLB compliant for positions in DSP.

Reinstatement List following Resignation

6. Those who have resigned may request that their names be placed on a reinstatement list to be certified out for purposes of interview and rehire:
  - a. New hires who resign have reinstatement rights for new classifications
  - b. Incumbents who resign have reinstatement right for new classifications. They must be NCLB compliant for positions in DSP.

Transfers

7. The Incumbent Paraeducators shall have the right to transfer into positions in the new classifications. They must be NCLB compliant for positions in DSP.

Vacancies in Existing Paraeducator Classifications

8. Existing Vacant Paraeducator positions shall be converted into the new classifications and the existing paraeducator classification will be phased out.

Dated: February 8, 2007

**Tentative Agreement  
Between  
Los Angeles County Office of Education  
and  
California School Employees Association  
and  
Los Angeles County Education Association  
and  
Service Employees International Union, Local 660**

APPENDIX TO AGREEMENT

**JOINT BENEFITS COMMITTEE**

1. This Appendix sets forth the procedures to be followed by the Joint Benefits Committee referred to in Article IX of the bargaining agreement.
2. **Quorum.** A quorum shall consist of at least two-thirds (2/3) of the Committee members, provided that at least one (1) Office member and two (2) Union members, one each from any two (2) Unions, are present.
3. **Voting.** The Committee shall not take any action or make any decisions on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Agreement except upon the vote of each group of the Committee at a meeting of the Committee duly and regularly called or except by the signed concurrence of all Committee members without a meeting.
4. **Proxies.** A member may designate any other member as a proxy to vote and take action in the same manner and with the same effect as if the designating member were present; provided that proxies may not be counted to determine the presence of a quorum and provided that Office members may not designate Union members or Union personnel and Union members may not designate Office members or Office personnel.
5. **Unit Vote.** The Office members and the Union members shall act jointly in the administration of this Agreement, it being the intent of the Agreement that there be equal representation in the administration of the Agreement. All actions shall be decided by a unit vote, the Office members being entitled to one (1) vote, and the Union members being entitled to one (1) vote, respectively; provided, however, that in order to cast a vote at any particular meeting, no less than two (2) Office members and two (2) Union members as the case may be, are present at the meeting.

#### APPENDIX R (2)

The unit vote of the Union members shall be determined first by attempting to reach a consensus among Union members present at the meeting. If consensus is not reached by the Union members, the Union unit vote will be determined by a majority vote of the Union members present at any meeting.

The unit vote of the Office members shall be determined first by attempting to reach a consensus among the Office members. If consensus is not reached by the Office members, the Office unit vote will be determined by a majority vote of the Office members present at any meeting.


If the vote among either Union members or among Office members to determine the respective unit vote ends in a tie vote, such tie shall constitute a vote in opposition to the question for purposes of the subsequent unit vote. A tie vote between Union members and Office members shall be controlled by the provisions of this Appendix concerning tie votes and deadlocks.

6. **Location of Meetings.** Meetings of the Joint Benefits Committee shall be held quarterly or as needed at a place agreed upon by the members.
7. **Action Without a Meeting.** Upon any matter that may properly come before the Committee, the members may act without a meeting, provided such action has the written concurrence of all the members.
8. **Deadlock.** In the event of a deadlock of the Office members and the Union members on any matter within their power, the dispute may proceed with the rules governing Impasse pursuant to the Educational Employment Relations Act (EERA).
9. **Tie Vote as Deadlock.** Subject to paragraph 10 below, a deadlock of the Committee members may occur only upon a tie vote.
10. **Procedural Requirements for Deadlock.** A deadlock of the Office members and the Union members shall not be deemed to have occurred unless and until a vote has been taken on a matter at each of two (2) meetings of the Committee, with the second meeting occurring no later than ninety (90) calendar days after the first meeting, unless the members vote to extend this time period for up to an additional ninety (90) calendar days. If information deemed germane to a matter by the Union members or the Office members is not available within the initial ninety (90) calendar day period, then that period shall be automatically extended until the information is presented to the members at a Committee meeting, except that in no event shall the extension be greater than ninety (90) calendar days.



APPENDIX R (3)

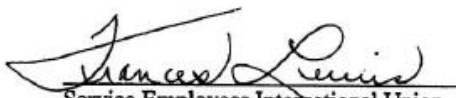
11. **Impasse.** If a deadlock occurs pursuant to the provisions above, the parties may execute a joint declaration of inability to reach agreement or, alternatively, each union may choose to execute its own declaration of inability to reach agreement, and the matter shall thereafter proceed in accordance with the provisions of the EERA governing impasse procedures. This provision shall not be construed to force the unions to resolve the deadlock with a joint impasse.

  
Annette L. Anderson, Director  
Labor Relations, LACOE

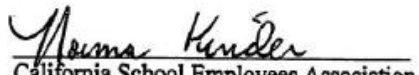
June 26, 2006  
Date

  
Los Angeles County Education Association  
Mark Lewis, President

JUNE 26, 2006  
Date

  
Service Employees International Union  
Frances Lewis, Field Representative

June 26, 2006  
Date

  
California School Employees Association  
Norma Kinder, President

June 26, 2006  
Date

**Appendix S (1)**

**2011**

**Tentative Agreement**

**Between**

**Los Angeles County Office of Education**

**and**

**California School Employees Association, Chapter 624**

**and**

**Los Angeles County Education Association**

**and**

**Service Employees International Union, Local 99**

**ARTICLE IX  
COMPENSATION**

**Insurance Fringe Benefits**

1. The Office shall provide or make available to each unit member medical and health insurance benefits.

- a. The benefits plan established pursuant to the collective bargaining agreement shall be for the purpose of providing for the medical, dental, vision, and life benefits for unit members, dependents, and domestic partners as defined in Article II Definitions and retirees and their dependents.

The Associations and Union have formed a Joint Benefits Committee, comprised of three (3) members from each bargaining unit and management (to be determined by each group), to negotiate with the Office changing carriers, Office contribution, eligibility, the amount of The LACOE Employee Health and Welfare Account balance, benefit coverage in the various plans, enrollment and termination rules and procedures. The procedures to be followed regarding voting, tie vote, and deadlock are set forth in the "Joint Benefits Committee Appendix" attached to this Agreement, which is incorporated herein by reference.

By way of a Memorandum of Understanding (MOU), the parties agreed to, and did create "The LACOE Employee Health and Welfare Account." A copy of the MOU is attached to this Agreement, which is incorporated herein by reference.

- b. The LACOE Employee Health and Welfare Account (formerly the "Trust Surplus Fund Balance")
  - i. The parties agree to designate The LACOE Employee Health and Welfare Account funds and interest ( hereinafter "Health & Welfare

#### Appendix S (2)

Account") in excess of the actuarially appropriate resources for run-out costs as restricted funds to be used for medical, dental, vision and life for active employees and dependents, and medical, dental, and vision for retirees and spouse or domestic partner.

- ii. The parties agree to allot \$2 million dollars to be designated for retiree benefits which shall cover the contribution to California Public Employees' Retirement System (hereinafter "PERS") only referenced in ¶2.f.(i.), with the excess Health & Welfare Account funds to be negotiated to what is in the best interest of the active employees including but not be limited to retiree benefits. Effective January 1, 2007, the \$2 million dollars allotted for retiree benefits shall be used for retirees who are not eligible or no longer eligible for Years of Service Benefits, and shall be billed to the Joint Benefits Committee quarterly.
  - iii. Starting with the quarter of October 1, 2007, through December 31, 2007, the Office will provide the Joint Benefits Committee with an accounting and invoice that shows the Office and employee health and welfare contributions, and the payments to the health care vendors, which shall reflect the retrospective actual payouts starting with that quarter. For calendar year January 1, 2011, through December 31, 2011, the Health & Welfare Account funds shall be used to cover rate increases in the 2011 insurance premiums for the medical, HMO dental, and life, plus claims and administrative fees for the PPO dental plan and the vision plan for unit members, dependents, and domestic partners as defined in Article II, Definitions, excluding the PERS 2011 rate increase for retirees and their spouses or domestic partners (i.e., ¶2.f.i) whose rate increases shall be paid from the "\$2 million dollar fund" allotted for retiree benefits.
  - iv. The Joint Benefits Committee shall monitor the Health & Welfare Account balance to ensure that funds are only used for health and welfare benefits and will be provided with an itemized written statement by the Office or the financial institution in which the Health & Welfare Account is held as frequently as the financial institution distributes such statement.
2. Effective with this Agreement, the Office will make the following annual contributions to health and welfare benefits for unit members:
    - a. Beginning January 1, 2011, the Office will contribute \$108.00 per month twelfthly \$1,296.00 per calendar year) to eligible unit members for approved PERS Health plan options. This amount shall be the Office's basic employee-only medical benefits contribution.

### Appendix S (3)

- b. Effective January 1, 2011, the Office shall annually provide a Supplemental Benefit for eligible unit members to be used for additional benefit coverage. The Office will provide the following annual Supplemental Benefit (paid tenthly) towards the premiums for eligible unit members' medical, dental, vision, and life insurance coverage: \$7,934.00. Unit members shall be responsible for any portion of the premium in excess of the Office's contribution, which shall be paid by monthly payroll deduction.
- c. If the amount of the Office's contribution that is required by state or federal law is increased, the amount of the Supplemental Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties.
- d. The Supplemental Benefit under Section 2 above is contingent upon the unit members' participation in the Office's benefits programs.
- e. The parties agree that the total annual Office contribution for medical benefits for fulltime current unit members, including the PERS minimum base rate and the Office Supplemental Benefit, shall not exceed the dollar figures in Section 2 above. Any premium costs in excess of the above Office contribution and Supplemental Benefit in Sections 1 and 2 above, shall be paid by the unit member through tenthly payroll deduction, and paid by the retiree through the California State Teachers' Retirement System (hereinafter "STRS")/PERS payroll system deduction.
- f. Effective July 2010, the parties agree to reimburse the Office for PERS administrative fee, which is calculated on the total retired health premiums each month, pursuant to Government Code section 22901. Payment hereunder will be borne fifty percent (50%) from the Office and fifty percent (50%) from the Associations and the Union until such time as the \$2 million allotted (§1 b ii above) is exhausted. Thereafter, the Office will bear all the costs.
- g. Payments to the Office hereinabove shall be made on a quarterly basis from the \$2 million allotted (January 1, 2007) for retiree benefits under Article IX, 1, b, ii, herein.
- h. Retiree Fringe Benefits—Unequal Contribution Method:
  - i. Unit members who retire from active service under the STRS/PERS shall be entitled to receive the basic Office retiree medical contribution of \$21.60 per month twelfthly (\$259.20 annually), or as adjusted by law, toward the purchase of a PERS medical benefit so long as the Office continues to participate in the PERS retirement plan, pursuant to Government Code Section 22892(c). Upon termination of the

#### Appendix S (4)

Office's participation in the PERS medical insurance plan or its successor, the Office shall have no further obligation for payment of the retiree's medical contribution, but will offer the retiree the option to continue, at his/her own expense, in the subsequent medical insurance plan. Termination of the Office's participation in the PERS medical insurance plan or its successor shall not affect the ability of eligible retirees to elect to participate in the retiree Years of Service Benefit Program as set forth below.

- ii. In addition, the Office shall annually provide a Years of Service Benefit for eligible retirees based upon years of service. The Benefit may be used for additional benefits coverage. The maximum period of coverage for the Years of Service Benefit shall be for five (5) years. Coverage shall terminate at the end of five (5) years or when the retiree attains age sixty-five (65) or when the retiree becomes eligible for Medicare coverage, whichever occurs first.
- iii. Amount of Years of Service Benefit:
  - Retirees, ages 55 to 65 with ten (10) years of service with the Office—\$2,744.80
  - Retirees, ages 55 to 65 with twenty (20) years of service with the Office—\$5,740.80
- iv. For individuals who retire after the dates specified in the collective bargaining agreements or LACOE Board Regulations, the amount of \$3,004.00 for ten years of service or \$6,000.00 for 20 years of service, may be paid directly to a certified medical insurer, other than PERS, selected by the retiree. If the medical insurance premium is less than the eligible amount, the Office will pay no more than the total cost of the premium.
- v. If the amount of the Office contribution that is required by state or federal law is increased, the amount of the Years of Service Benefit to be paid by the Office shall be reduced in a like amount, unless otherwise negotiated by the parties.
- i. It is agreed that all of the above provisions are subject to the approval of the PERS, which will review these provisions to determine if they are in compliance with the law in regard to the PERS health plans.
- j. In the event the legality of the above provisions or similar provisions existing in other county offices or school districts are challenged or are found to be invalid by a court of law, the Associations/Union and the Office agree to reopen negotiations on health benefits.

Appendix S (5)

k. The current Supplemental Benefit and Years of Service Benefits amounts stated in B.2 will continue until the parties agree to different amounts.

l. The parties agree that they will begin negotiations on a successor benefits agreement on or before November 15 of each fiscal year.

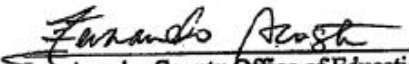
5. Benefits on Noncompensated Leave ( Paragraph 4 of the LACEA Agreement)

Bargaining unit members on an approved noncompensated leave of absence may continue in the medical insurance benefit program for one (1) calendar year if the bargaining unit member reimburses the Office for the full cost of coverage in a timely manner. Bargaining unit members on an approved leave or absent without approval shall have their insurance fringe benefits cancelled for the period of the unapproved leave of absence.

6. Extended Medical Benefits for Long-Term Illness

In instances of serious long-term illness, the Office shall provide an extension of medical insurance for the duration of the serious long-term illness, not to exceed one (1) calendar year from the date of exhaustion of all sick leave pay. The Office may extend the leave up to an additional calendar year. This extension of medical benefits shall be available only if the employee is not eligible for workers' compensation, disability retirement or spousal medical coverage comparable to that which was previously enjoyed by the employee.

7. Nothing within the provisions of this Agreement shall preclude the collective bargaining process.

  
Los Angeles County Office of Education  
Fernando Acosta, Coordinator, Labor Relations

3/22/11  
Date

  
California School Employees Association, Chapter 624  
Norma Kinder, President

3/22/11  
Date

**APPENDIX T (1)**

**(FIRST) AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
FOR CREATION AND MANAGEMENT OF A  
JOINT BENEFITS BANK ACCOUNT<sup>1</sup>**

The Los Angeles County Office of Education ("LACOE"), the California School Employees Association, Chapter 624 ("CSEA"), the Los Angeles County Education Association ("LACEA"), and the Service Employees International Union, Local 99 ("SEIU") (collectively referred to as the "Parties") hereby enter into this Memorandum of Understanding ("MOU") on this 14<sup>th</sup> day of April, 2008, as amended on July 20, 2011, for the following purposes and with reference to the following facts:

WHEREAS, the Parties created the Los Angeles County Schools Joint Benefits Trust ("the Trust") for the purpose of receiving and managing employer and employee contributions for health and welfare benefits, subject to bargaining between LACOE and the Unions; and

WHEREAS, the Parties agreed, effective January 1, 2007, to change from the Trust health plan to LACOE, for the purpose of providing for employee health and welfare benefits; and

WHEREAS, the Parties have determined that because of the change from the Trust health plan to LACOE, the purpose for the Trust no longer exists; and

WHEREAS, the Parties wish to dissolve the Trust while maintaining the monies held by the Trust in a separate designated account, to be expended only for health and welfare benefits as agreed upon by the Parties through collective bargaining negotiations.

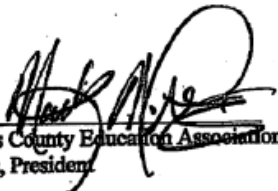
NOW, THEREFORE, it is hereby agreed by and between LACOE, CSEA, LACEA, and SEIU as follows:

1. On or before July 1, 2008, LACOE shall open an interest bearing bank account, designated by LACOE to be a depository solely for the monies formally held by the Trust and to include and not be limited to related interest and/or dividend earnings for employee health and welfare benefits (hereinafter referred to "The LACOE Employee Health and Welfare Account"). Withdrawal, expenditures, renewals of certificate of deposit, or transfer of monies from the LACOE Employee Health and Welfare Account shall be in accordance with paragraph 6 below.

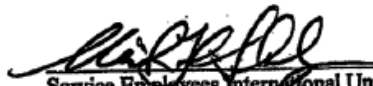
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<sup>1</sup> The intent of the Amendment is merely to clarify certain provisions of the Memorandum of Understanding (MOU), including but not necessarily limited to ¶¶ 1 and 6 relating to account transactions that require approval; and ¶¶ 4, 5, 6, and 7 relating Article IX, Compensation which is amended on a yearly basis. The Amendment herein does not affect or modify any of the substantive provisions of the MOU or their implementation thereof.

Appendix S (6)

  
Los Angeles County Education Association  
Mark Lewis, President

3/22/2011  
Date

  
Service Employees International Union, Local 99  
Beverly Carter, President  
Michael Haberberger, Project Director

3/31/11  
Date



**APPENDIX T (1)**

**(FIRST) AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
FOR CREATION AND MANAGEMENT OF A  
JOINT BENEFITS BANK ACCOUNT<sup>1</sup>**

The Los Angeles County Office of Education ("LACOE"), the California School Employees Association, Chapter 624 ("CSEA"), the Los Angeles County Education Association ("LACEA"), and the Service Employees International Union, Local 99 ("SEIU") (collectively referred to as the "Parties") hereby enter into this Memorandum of Understanding ("MOU") on this 14<sup>th</sup> day of April, 2008, as amended on July 20, 2011, for the following purposes and with reference to the following facts:

WHEREAS, the Parties created the Los Angeles County Schools Joint Benefits Trust ("the Trust") for the purpose of receiving and managing employer and employee contributions for health and welfare benefits, subject to bargaining between LACOE and the Unions; and

WHEREAS, the Parties agreed, effective January 1, 2007, to change from the Trust health plan to LACOE, for the purpose of providing for employee health and welfare benefits; and

WHEREAS, the Parties have determined that because of the change from the Trust health plan to LACOE, the purpose for the Trust no longer exists; and

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NOW, THEREFORE, it is hereby agreed by and between LACOE, CSEA, LACEA, and SEIU as follows:

1. On or before July 1, 2008, LACOE shall open an interest bearing bank account, designated by LACOE to be a depository solely for the monies formally held by the Trust and to include and not be limited to related interest and/or dividend earnings for employee health and welfare benefits (hereinafter referred to "The LACOE Employee Health and Welfare Account"). Withdrawal, expenditures, renewals of certificate of deposit, or transfer of monies from the LACOE Employee Health and Welfare Account shall be in accordance with paragraph 6 below.

---

<sup>1</sup> The intent of the Amendment is merely to clarify certain provisions of the Memorandum of Understanding (MOU), including but not necessarily limited to ¶¶ 1 and 6 relating to account transactions that require approval; and ¶¶ 4, 5, 6, and 7 relating Article IX, Compensation which is amended on a yearly basis. The Amendment herein does not affect or modify any of the substantive provisions of the MOU or their implementation thereof.

APPENDIX T (2)

2. Expenses incurred by the Trust prior to June 30, 2008, such as expenses for outside consultants, shall be paid by the Trust before Trust funds are transferred to The LACOE Employee Health and Welfare Account. Expenses incurred by the Trust on or after June 30, 2008, if any, shall be paid from the LACOE Employee Health and Welfare Account, in accordance with paragraph 6 below.

3. The monies held by the Trust shall be transferred to The LACOE Employee Health and Welfare Account on or before June 30, 2008.

4. The Joint Benefits Committee shall continue to operate under the same terms and conditions as provided in the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, and as amended from time to time which is incorporated herein by reference.

5. LACOE shall comply with the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, and as amended from time to time which is incorporated herein by reference.

6. Withdrawals, expenditures, renewals of certificate of deposit, or transfers of monies from The LACOE Employee Health and Welfare Account shall be made only as approved by the Joint Benefits Committee and in accordance with the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, and as amended from time to time which is incorporated herein by reference. The Assistant Superintendent of Business Services (or if he/she is unavailable, the Assistant Superintendent of Human Resource Services) and a LACOE employee of the member groups shall have signature responsibilities for the account. The member group shall be selected annually, effective July 1, 2008, in alphabetical order and in the following order of rotation: CSEA 2011-12; LACEA 2012-13; and SEIU 2013-14. It is the responsibility of each member group to put someone forward to meet the obligation for the group's year, including a primary and secondary person.

7. This MOU shall not be construed as adding to or altering the terms of the Article IX Compensation Agreement between LACOE and the Unions executed on December 14, 2007 by LACOE, LACEA, and SEIU and on January 15, 2008 by CSEA, a copy of which is attached hereto, except as specifically provided herein, and as amended from time to time which is incorporated herein by reference.

8. If for any reason any paragraph or provision of the MOU, or the application thereof, to any person, entity, or circumstance shall be held to be invalid, unenforceable, or contrary to any law, then the remainder of the MOU, or the application of such paragraph or provision to persons, entities, or circumstances other than those to

APPENDIX T (3)

which it has been held invalid or unenforceable shall not be affected thereby and each paragraph and provision shall be valid and enforced to the fullest extent permitted by law.

The MOU constitutes the entire agreement between the Parties and in executing the MOU, each party hereto does so freely, knowingly, and voluntarily and is fully aware of the contents and effects thereof, and such execution is not the result of any fraud, duress, mistake, or undue influence whatsoever.

IN WITNESS WHEREOF, the Parties have executed and entered into the MOU as of the date first written above.

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

DATED: 7/20/11 By: [Signature]  
Joseph Barra Jr.  
(Print Name)

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 624**

DATED: 7/20/2011 By: [Signature]  
Rosalind Lepeda  
(Print Name)

**LOS ANGELES COUNTY EDUCATION ASSOCIATION**

DATED: 7/20/2011 By: [Signature]  
Michaela O'Neill  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99**

DATED: 7/20/2011 By: [Signature]  
Beverly E. Carter  
(Print Name)

**JOINT HEALTH AND WELFARE BENEFITS NEGOTIATIONS**

**TENTATIVE AGREEMENT**

**Among and between the**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 624  
LOS ANGELES COUNTY EDUCATION ASSOCIATION  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99  
and the  
LOS ANGELES COUNTY OFFICE OF EDUCATION**

**10/2/2015**

1. LACOE will provide reimbursement for employee premium contributions made on October 5, November 5, and December 5, 2015 to active unit members and employees. CSEA, LACEA, LACOE, and SEIU will contribute the remaining funds from the active employees Joint Benefits Account Fund as part of this reimbursement. This reimbursement shall be distributed to all active unit members and employees who made those contributions by February 28, 2016.
2. LACOE will assume one hundred percent (100%) of the one-time cost for Health and Welfare increases for active unit members and employees effective January 1, 2016 through December 31, 2016.
3. LACOE will assume one hundred percent (100%) of the run-out/unreimbursed costs of unit member and employee health and welfare benefits for the health and welfare benefit calendar year ending December 31, 2015.
4. Active unit members and employees shall have the opportunity to opt out of LACOE's medical plans if the unit member can provide evidence of other health coverage effective January 1, 2016 through December 31, 2016. Active unit members and employees who opt out of medical plans shall receive an annual amount of \$2,000 to be paid in ten equal payments of \$200.00 during plan year. At least 57 active unit members or employees shall participate in the opting out plan to activate plan payments. If there are not enough active unit members or employees enrolled in the opting out plan to activate opt out plan payments, unit members and employees participating in the plan may reinstate LACOE health coverage.

IN WITNESS WHEREOF, the Parties have executed and entered into this agreement as of the date first written above.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 624**

DATED: 10/2/15

By: [Signature]  
MICHAEL A. HENDERSON  
(Print Name)

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 624**

DATED: 10/2/15

By: [Signature]  
Eunice Grigsby  
(Print Name)

**LOS ANGELES COUNTY EDUCATION ASSOCIATION**

DATED: \_\_\_\_\_

By: [Signature]  
Brian Christian  
(Print Name)

**LOS ANGELES COUNTY EDUCATION ASSOCIATION**

DATED: 10/2/15

By: [Signature]  
Ellen B. Johnson  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99**

DATED: 10/2/15

By: [Signature]  
BEVERLY CARTER  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 99**

DATED: 10/02/2015

By: [Signature]  
RICHARD-BERNARDO CAPIRAL  
(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

DATED: 10/2/15

By: [Signature]  
Darren M. Doffie  
(Print Name)

**JOINT HEALTH AND WELFARE BENEFITS NEGOTIATIONS**

**TENTATIVE AGREEMENT**

**Between and Among the**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its CHAPTER 624  
LOS ANGELES COUNTY EDUCATION ASSOCIATION  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99  
and the  
LOS ANGELES COUNTY OFFICE OF EDUCATION**

**August 22, 2016**

1. The Office will assume one hundred percent (100%) of the one-time cost for Health and Welfare increases for active unit members and employees effective January 1, 2017 through December 31, 2017. See attached rate sheet.
2. No later than June 1, 2017, the Office will meet with representatives of the bargaining units to negotiate an increase to existing caps, to be effective no later than January 1, 2018.
3. Active unit members and employees shall have the opportunity to opt-out of LACOE's medical plans if the unit member or employee can provide evidence of other health coverage effective January 1, 2017 through December 31, 2017. Active unit members and employees who opt-out of medical plans shall receive an annual amount of two-thousand dollars (\$2000.00), to be paid in ten (10) equal payments of two-hundred dollars (\$200.00) during the plan year. At least fifty-seven (57) active unit members or employees shall participate in the opt-out plan to activate plan payments. If there are not enough active unit members or employees enrolled in the opt-out plan to activate plan payments, unit members and employees participating in the plan may reinstate LACOE health coverage.

IN WITNESS WHEREOF, the Parties have executed and entered into this agreement as of the date first written above.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its CHAPTER 624**

DATED: 8/22/16

BY: Eunice Lois Graham Grigsby  
Eunice Lois Graham Grigsby  
(Print Name)

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its CHAPTER 624**

DATED: 8/22/16

BY: Michael Patterson LRR  
MICHAEL PATTERSON LRR  
(Print Name)

**LOS ANGELES COUNTY EDUCATION ASSOCIATION**

DATED: 8.22.16

BY: Brian Christian  
Brian Christian  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99**

DATED: 8/22/2016

BY: Beverly Carter  
BEVERLY CARTER  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99**

DATED: 8/22/2016

BY: Michael Haberberger  
MICHAEL HABERBERGER  
(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

DATED: 8-22-2016

BY: Darren McDuffie  
Darren McDuffie  
(Print Name)

JOINT BENEFITS COMMITTEE NEGOTIATIONS

TENTATIVE AGREEMENT

Between and Among the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its CHAPTER 624  
LOS ANGELES COUNTY EDUCATION ASSOCIATION  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 99  
and the  
LOS ANGELES COUNTY OFFICE OF EDUCATION

September 20, 2017

1. The parties of the Joint Benefits Committee agree that the proposal herein covers a two-year period from January 1, 2018 through December 31, 2019.
2. Effective January 1, 2019, and thereafter the Office, active bargaining unit members, and employees agree to a new cost-sharing model on the increased cost of health and welfare benefits.
3. The Office will assume one hundred percent (100%) of the increased cost of health and welfare benefits for active bargaining unit members and employees effective January 1, 2018 through December 31, 2018. There will be no increased contribution for active bargaining unit members and employees for the period from January 1, 2018 through December 31, 2018. See attached rate sheet, which is incorporated herein by reference.
4. Effective January 1, 2019, the Office will contribute eighty-eight and one-half percent (88.5%) of the total premium costs for all health and welfare benefits. The total contribution for active bargaining unit members and employees will equate to eleven and one-half percent (11.5%) of the total cost of health and welfare benefits. The Joint Benefits Committee determined the percentage of contribution per tier (employee, employee + 1, family) to establish the maximum employee contribution for 2019 (see attached rate sheet). In the event that health and welfare costs exceed the agreed upon rate sheet, the Office will assume the additional cost. If the actual rates are less than proposed, the employee contribution will be adjusted to reflect the lesser rate based upon the agreed percentage of contribution in 2019.
5. Active bargaining unit members and employees shall have the opportunity to opt out of LACOE's medical plans if an active bargaining unit member or employee can provide evidence of other health coverage effective January 1, 2018 through December 31, 2018, and then again for the time period of January 1, 2019 through December 31, 2019. Active bargaining unit members and employees who opt out of medical plans shall receive an annual amount of two thousand dollars (\$2,000.00), to be paid in ten (10) equal payments of two hundred dollars (\$200.00) during the plan year.



IN WITNESS WHEREOF, the Parties have executed and entered into the following Tentative Agreement as of 09/20/2017.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its CHAPTER 624**

DATED: 9/20/17

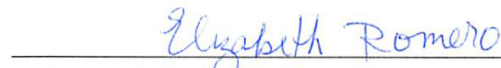
By:

  
Michael Patterson  
(Print Name)

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its CHAPTER 624**

DATED: 9/20/17

By:

  
Elizabeth Romero  
(Print Name)

**LOS ANGELES COUNTY EDUCATION ASSOCIATION**

DATED: 9/20/17


By:

  
Troy Doyle  
(Print Name)

**LOS ANGELES COUNTY EDUCATION ASSOCIATION**

DATED: 9-20-17


By:

  
Brian Christian

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99**

DATED: 9-20-17


By:

  
Damita Carey-Smith  
(Print Name)

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99**

DATED: 9-20-17

By:

  
Vendon R. Smith  
(Print Name)

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

DATED: 9-20-17

By:

  
Darren McDuffie  
(Print Name)

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