LABOR AGREEMENT OF

OPTIONS - A CHILD CARE AND HUMAN SERVICES AGENCY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 99

2012 – 2016
TABLE OF CONTENTS

PREAMBLE ................................................................................................................................................. 3
ARTICLE 1 -- AGREEMENT ................................................................................................................................................. 3
ARTICLE 2 -- RECOGNITION ................................................................................................................................................. 3
ARTICLE 3 -- MANAGEMENT RIGHTS ................................................................................................................................................. 4
ARTICLE 4 -- UNION RIGHTS ................................................................................................................................................. 7
ARTICLE 5 -- GRIEVANCE PROCEDURE ................................................................................................................................................. 15
ARTICLE 6 -- NO WORK STOPPAGES ................................................................................................................................................. 25
ARTICLE 7 -- PERSONNEL POLICIES ................................................................................................................................................. 26
ARTICLE 8 -- FLEXIBLE BENEFIT PLAN ................................................................................................................................................. 29
ARTICLE 9 -- WAGES ................................................................................................................................................. 36
ARTICLE 10 -- HOLIDAYS ................................................................................................................................................. 37
ARTICLE 11 -- SENIORITY ................................................................................................................................................. 39
ARTICLE 12 -- TRANSFER AND REASSIGNMENT ................................................................................................................................................. 40
ARTICLE 13 -- RECRUITMENT ................................................................................................................................................. 42
ARTICLE 14 -- LAYOFF AND RECALL ................................................................................................................................................. 43
ARTICLE 15 -- COLLABORATIVE RECRUITMENT EFFORT ................................................................................................................................................. 46
ARTICLE 15A -- JURY AND WITNESS DUTY LEAVE ................................................................................................................................................. 47
ARTICLE 16 -- SAFETY ................................................................................................................................................. 49
ARTICLE 17 -- DISCIPLINE AND ACCESS TO PERSONNEL FILES ................................................................................................................................................. 50
ARTICLE 18 -- PERFORMANCE EVALUATIONS AND COUNSELING MEMORANDA ................................................................................................................................................. 57
ARTICLE 19 -- HOURS AND OVERTIME ................................................................................................................................................. 60
ARTICLE 20 -- NON-DISCRIMINATION ................................................................................................................................................. 63
ARTICLE 21 -- UNION MEMBERSHIP AND DUES DEDUCTIONS ................................................................................................................................................. 63
ARTICLE 22 -- RELATIONSHIP AFFIRMATION ................................................................................................................................................. 67
ARTICLE 23 -- DIRECT DEPOSIT INCENTIVE ................................................................................................................................................. 70
ARTICLE 24 -- REOPENERS ................................................................................................................................................. 70
ARTICLE 25 -- NEGOTIATIONS DURING THE TERM OF THE AGREEMENT ................................................................................................................................................. 71
ARTICLE 26 -- DURATION ................................................................................................................................................. 72
ARTICLE 27 -- SEPARABILITY AND SAVINGS ................................................................................................................................................. 73
ARTICLE 28 -- ENTIRE AGREEMENT ................................................................................................................................................. 74
ARTICLE 29 -- DESIGNEES ................................................................................................................................................. 74
ARTICLE 30 -- MISCELLANEOUS ................................................................................................................................................. 74
APPENDIX A ................................................................................................................................................
APPENDIX B ................................................................................................................................................
APPENDIX C ................................................................................................................................................
APPENDIX D ................................................................................................................................................
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
<td>................................................................. 3</td>
</tr>
<tr>
<td>ARTICLE 1 -- AGREEMENT</td>
<td>................................................................. 3</td>
</tr>
<tr>
<td>ARTICLE 2 -- RECOGNITION</td>
<td>................................................................. 3</td>
</tr>
<tr>
<td>ARTICLE 3 -- MANAGEMENT RIGHTS</td>
<td>................................................................. 4</td>
</tr>
<tr>
<td>ARTICLE 4 -- UNION RIGHTS</td>
<td>................................................................. 7</td>
</tr>
<tr>
<td>ARTICLE 5 -- GRIEVANCE PROCEDURE</td>
<td>................................................................. 15</td>
</tr>
<tr>
<td>ARTICLE 6 -- NO WORK STOPPAGES</td>
<td>................................................................. 25</td>
</tr>
<tr>
<td>ARTICLE 7 -- PERSONNEL POLICIES</td>
<td>................................................................. 26</td>
</tr>
<tr>
<td>ARTICLE 8 -- FLEXIBLE BENEFIT PLAN</td>
<td>................................................................. 29</td>
</tr>
<tr>
<td>ARTICLE 9 -- WAGES</td>
<td>................................................................. 36</td>
</tr>
<tr>
<td>ARTICLE 10 -- HOLIDAYS</td>
<td>................................................................. 37</td>
</tr>
<tr>
<td>ARTICLE 11 -- SENIORITY</td>
<td>................................................................. 39</td>
</tr>
<tr>
<td>ARTICLE 12 -- TRANSFER AND REASSIGNMENT</td>
<td>................................................................. 40</td>
</tr>
<tr>
<td>ARTICLE 13 -- RECRUITMENT</td>
<td>................................................................. 42</td>
</tr>
<tr>
<td>ARTICLE 14 -- LAYOFF AND RECALL</td>
<td>................................................................. 43</td>
</tr>
<tr>
<td>ARTICLE 15 -- COLLABORATIVE RECRUITMENT EFFORT</td>
<td>................................................................. 46</td>
</tr>
<tr>
<td>ARTICLE 15A -- JURY AND WITNESS DUTY LEAVE</td>
<td>................................................................. 47</td>
</tr>
<tr>
<td>ARTICLE 16 -- SAFETY</td>
<td>................................................................. 49</td>
</tr>
<tr>
<td>ARTICLE 17 -- DISCIPLINE AND ACCESS TO PERSONNEL FILES</td>
<td>................................................................. 50</td>
</tr>
<tr>
<td>ARTICLE 18 -- PERFORMANCE EVALUATIONS AND COUNSELING MEMORANDA</td>
<td>................................................................. 57</td>
</tr>
<tr>
<td>ARTICLE 19 -- HOURS AND OVERTIME</td>
<td>................................................................. 60</td>
</tr>
<tr>
<td>ARTICLE 20 -- NON-DISCRIMINATION</td>
<td>................................................................. 63</td>
</tr>
<tr>
<td>ARTICLE 21 -- UNION MEMBERSHIP AND DUES DEDUCTIONS</td>
<td>................................................................. 63</td>
</tr>
<tr>
<td>ARTICLE 22 -- RELATIONSHIP AFFIRMATION</td>
<td>................................................................. 67</td>
</tr>
<tr>
<td>ARTICLE 23 -- DIRECT DEPOSIT INCENTIVE</td>
<td>................................................................. 70</td>
</tr>
<tr>
<td>ARTICLE 24 -- REOPENERS</td>
<td>................................................................. 70</td>
</tr>
<tr>
<td>ARTICLE 25 -- NEGOTIATIONS DURING THE TERM OF THE AGREEMENT</td>
<td>................................................................. 71</td>
</tr>
<tr>
<td>ARTICLE 26 -- DURATION</td>
<td>................................................................. 72</td>
</tr>
<tr>
<td>ARTICLE 27 -- SEPARABILITY AND SAVINGS</td>
<td>................................................................. 73</td>
</tr>
<tr>
<td>ARTICLE 28 -- ENTIRE AGREEMENT</td>
<td>................................................................. 74</td>
</tr>
<tr>
<td>ARTICLE 29 -- DESIGNEES</td>
<td>................................................................. 74</td>
</tr>
<tr>
<td>ARTICLE 30 -- MISCELLANEOUS</td>
<td>................................................................. 74</td>
</tr>
<tr>
<td>APPENDIX A</td>
<td>................................................................. 1</td>
</tr>
<tr>
<td>APPENDIX B</td>
<td>................................................................. 2</td>
</tr>
<tr>
<td>APPENDIX C</td>
<td>................................................................. 3</td>
</tr>
<tr>
<td>APPENDIX D</td>
<td>................................................................. 4</td>
</tr>
</tbody>
</table>
PREAMBLE

The parties hereto expressly agree the purpose of this collective bargaining agreement is to insure the most prompt, efficient, economical and professional educational and related services to the children and families participating in the Head Start, State Preschool, Surround Care and Child Development Centers programs offered and administered by Options - A Child Care and Human Services Agency (“Options” or “Employer”), and to recognize and promote the best interests of those employees who provide those services. To those ends it is agreed that nothing herein shall be interpreted to encumber, interfere with or restrict Options’ rights and obligations to make any and all necessary determinations and actions in order to fulfill the ultimate objective, specifically, the provision of educational and related services to the children and families participating in the Head Start, State Preschool, Surround Care and Child Development Centers programs of Options, as determined by Options. Moreover, Options and the Service Employees International Union, Local 99 (“Union”) agree to participate in collective efforts to secure resources and programs that promote the best interest of the children and families served by Options and the employees represented by the Union and employed by Options.

ARTICLE 1 -- AGREEMENT

This Agreement is entered into on the latest date set forth on the signature page to this Agreement (“the Anniversary Date”), and is by and between Service Employees International Union, Local 99 (“Union”), and Options - A Child Care and Human Services Agency (“Options”).

ARTICLE 2 -- RECOGNITION

2.1. Options recognizes the Union as the sole collective bargaining agent for the employees in the bargaining unit certified by the National Labor Relations Board in case
number 21-RC-20411, and described as follows: All full-time and regular part-time professional employees (including teachers, associate teachers, assistant teachers, substitute teachers, site directors and associate site directors, teaching aides, family service specialists and parent educators), and all full-time and regular part-time nonprofessional employees, employed by Options in its Head Start, State Preschool, Surround Care and Child Development Centers programs. The bargaining unit excludes all other personnel, all professional employees, all managers, all guards and all supervisors as defined in the National Labor Relations Act, as amended.

2.2. Unless the context clearly indicates otherwise, the terms “employee” or “employees” will normally be used in this Agreement to indicate persons who are covered by this Agreement as defined in section 2.1, above, and the term “personnel” will normally be used in a broader sense to include employees as defined above plus all other persons employed by Options.

2.3. The bargaining unit described in section 2.1 above may be revised only by mutual agreement or by a National Labor Relations Board unit clarification decision. However, neither party may file a unit clarification petition involving this bargaining unit except when Options creates new classifications or when either party contends that certain classifications should be accreted to the unit. Disputes over unit composition and alleged violations of this Article are not subject to Article 5 -- *Grievance Procedure*, of this Agreement.

**ARTICLE 3 -- MANAGEMENT RIGHTS**

3.1. Options retains, solely and exclusively, all the rights, powers, and authority that it exercised or possessed prior to the execution of this Agreement, except as specifically limited by an express provision of this Agreement. Without in any way limiting the foregoing, the rights, powers, and authority retained solely and exclusively by Options,
and not abridged in any way by this Agreement, include, but are not limited to, the following: to manage, direct, maintain, determine and enforce the efficiency of its mission, operations and personnel; to manage and control its departments, divisions, buildings, facilities and operations; to create, change, combine or abolish jobs, job descriptions, departments, divisions, committees, and facilities, in whole or in part; to contract, subcontract or discontinue any work or any portion thereof; to direct the employee; to increase or decrease the work force, including the number of employees; to determine the job classifications and number of employees needed; to hire, schedule, evaluate, transfer, promote, demote, discipline, suspend, discharge, and maintain the discipline and efficiency of its employees; to reduce the number of employees or to lay off employees; to establish work standards, schedules of operation, and work loads; to determine the amount of training and which employees to train; to specify, transfer or assign work requirements and overtime; to require employees to work overtime; to assign work and decide which employees are qualified to perform work; to utilize managers, supervisors and other employees not covered by this Agreement to perform work regularly assigned to bargaining unit employees; to schedule and change working hours, shifts and days off; to adopt, change, promulgate, amend, combine, or abolish personnel and employment policies, personnel and employment procedures, rules of conduct, and/or safety rules, and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places providing services; to determine the location and relocation of facilities; to modify or eliminate any past employment practices; to effect any technological changes; to determine what is appropriate discipline; to determine whether
to apply for monetary grants and funding, and the amounts of such grants and funding to apply for, from private agencies and from federal, state and local government agencies; and to implement and use monetary grants received, including but not limited to providing employees with cost of living compensation increases, and compensation or other benefits resulting from the receipt of quality improvement funds, training and technical assistance funds and other funds.

3.2. All other rights of management are also expressly reserved to Options unless such other rights are abrogated, restricted or limited by a clear and express provision of this Agreement.

3.3. The Union and Options recognize and acknowledge that, in addition to being generally subject to all federal and California laws, Options’ operations in particular, and the wages, benefits, hours, and other terms and conditions of employment which are provided to bargaining unit employees, are funded by monies granted to Options by federal, California and local governmental agencies. Options retains the sole and exclusive rights, powers, and authority unilaterally to provide, not to provide, to cease to provide, to eliminate or to reduce the amount of wages, hours and benefits provided to employees, if Options determines that such action is (i) necessary or appropriate given the amount of funding provided by a federal or California or local funding source, or by any combination of federal, California and local funding sources, or (ii) necessary or required by a federal law or California law or local law, or by any combination of federal, California and local funding laws, including the regulations and/or administrative directives of local, federal and/or California funding agencies; or (iii) a financial necessity that results in Options modifying its budget. Nothing contained in this Article
and in section 3.3 in particular, requires that Options obtain the agreement of the Union to the exercise of any management right, powers and authority. Before implementing a decision to eliminate or reduce the hourly rates of pay in Appendix A of this Agreement or the flexible benefit credits, as provided for in this Article 3 -- Management Rights, Options and the Union shall comply with the provisions of Article 25 -- Negotiations During the Term of the Agreement.

ARTICLE 4 -- UNION RIGHTS

4.1. Duly authorized representatives of the Union shall be permitted to arrange a meeting with Options, or its designated representative, during working hours in order to transact business in connection with the administration of this Agreement on the following conditions:

4.1.1. That such representatives have been authorized by the Union in a writing on file with Options and such writing is signed by an executive officer of the Union;

4.1.2. That the business of such representatives be transacted in a manner so (i) there is no violation of any laws or regulations, including child care licensing laws and regulations, (ii) there is no interference with the work of any personnel; and (iii) the health, safety, security and welfare of children is ensured.

4.1.3. That such representative arrange in each case with an authorized and designated representative of Options, by prior advance notice, a mutually agreed time and place for the meeting with Options.

4.2. Options will provide the Union on a quarterly basis (January, April, July and October of each calendar year) a current list of names, classifications, addresses, home telephone numbers, work locations, dates of hire and Divisions of all employees covered
by this Agreement. The Union shall provide written notification of any objections to the
information provided by Options within nineteen (19) days of the date of mailing thereof.
If the Union does not assert any written objections within that timeframe, the list will be
deemed accurate and will not be subject to further review under Article 5 – Grievance
Procedure of this Agreement. On or before the 21st day of each calendar month, Options
will provide the Union the name and home address of bargaining unit employees who
were hired and commenced working during the prior calendar month. Except for the
information covered by this Article, the Union will reimburse Options all costs, including
costs for labor and materials, associated with Options obtaining and providing the Union
information in accordance with this Labor Agreement, and associated with Options
obtaining and providing the Union other information which the Union requests and which
Options is obligated to provide the Union under the National Labor Relations Act. The
Union will provide Options on a monthly basis a current list of the names of the
employees whom the Union has selected as stewards, alternate stewards and authorized
representatives. Such lists may be provided via facsimile or email.

4.3. The Union may designate, pursuant to its own procedures, four employees, and
four alternates, to serve as stewards in each of the following four Divisions: Head Start,
State Preschool, Surround Care and Child Development Centers. It is expressly
understood the stewards are fully responsible for performing all their duties and functions
as working employees under this Agreement. All business of such stewards must be
transacted in a manner so there is no interference with the work of any employee, with
the operations of, and provision of services, by Options, and with the health, safety,
security and welfare of children. Stewards must conduct all Union business, such as the
processing of grievances, on non-work time of the steward and the employee involved, such as during off-duty lunch periods or before or after work. Options may schedule a Weingarten meeting for its convenience during work hours and if so, a steward for that Division will not be required to clock out. It is expressly understood that if the steward violates any provisions of this section 4.3, he/she is subject to appropriate discipline in the discretion of Options, including but not limited to discharge. Before any employee assumes the duties of steward, Options must receive two (2) weeks’ advance written notice from the Union of the designation of the employee as steward, or if such notice is impossible, such lesser advance notice as is reasonable under the circumstances. A steward must receive permission from management each time before leaving his/her work area or duties to perform any union business and before entering any other work area or classroom facility. If a steward is absent, the Union may designate an alternate steward who shall serve subject to all the terms and conditions of this section 4.3 until such time as the steward returns to active employment.

4.4 Subject to section 4.3 above, a steward may:

4.4.1 Upon the request of an employee, with the employee present (or upon the written request, if an employee is absent) represent the employee in a formal meeting provided for in this Agreement under Article 5 -- Grievance Procedure. If, however, Options determines that oral requests result in misunderstandings or operational issues, Options will notify the Union and any such future requests must be in writing.

4.4.2 Coordinate Union meetings.
4.4.3. In accordance with procedures that Options has established, report any unsafe or unsanitary conditions at the work site.

4.4.4. Deposit into and retrieve from Options’ internal mail system official Union notices which the Union shall place in sealed envelopes.

4.5. Neither the Union nor the employees will use Options’ internal mail system in any manner which, or place any notices or other writings in Options’ internal mail system whose contents would violate California or federal law, including the regulations of local, California or federal funding agencies, or be contrary to or not comply with any California or federal law regarding the non-profit status of Options, including, but not limited to the regulations and/or rules of the Internal Revenue Service regarding non-profit organizations, or similar regulations or rules of the California Franchise Tax Board. In addition, such notices will not consist of anything critical of Options, the Union or its officers or officials, or anything else which Options deems inappropriate. Not less than six (6) days before placing anything in Options’ internal mail system, the Union will provide Options’ Executive Director and the Deputy Executive Director a copy of such notice.

4.6. Upon agreement of the Union and Options, committees composed of employees designated by the Union may meet periodically with Division Directors, or designees, to discuss matters of mutual concern. The Union and Options will seek to agree upon the specific agenda items for the meeting, the number of employees who will attend the meeting and other matters regarding the meeting(s).

4.7. The Union, employees, and agents of the Union will not post or display or distribute union bulletins or literature in Options facilities or in or upon Options
equipment, furniture, or walls or property, including emails on Options’ email server, except that Union agents may distribute union bulletins or literature in Options facilities as provided in sections 4.4 and 4.5 of this Article.

4.8. Except as otherwise provided for in sections 4.9 and 4.10 below, Union representatives may not enter Options’ facilities, including Options’ classrooms and classroom facilities, play yards and areas that surround or are adjacent to Options’ classrooms and classroom facilities, and the grounds that surround and are adjacent to the facility as defined by the playground fence line.

4.9. Duly authorized representatives of the Union shall be permitted to arrange a meeting with an employee or employees covered by this Agreement at an Options Division or Corporate office during an employee’s designated breaks, nonworking lunch periods, or before or after their work hours, in such areas as agreed by Options in advance, on a case-by-case basis, on the following conditions:

4.9.1. That such representatives have been authorized by the Union in a writing on file with Options and such writing is signed by an executive officer of the Union;

4.9.2. That the business of such representatives be transacted in a manner so (i) there is no violation of any laws or regulations, including child care licensing laws and regulations; (ii) there is no interference with the work of any personnel; and (iii) the health, safety, security and welfare of children is ensured.

4.9.3. That the meeting is scheduled within regular office hours of the Options Division or Corporate office in which the meeting is sought to be held.
4.9.4. That teaching staff persons (i.e., site directors, associate site directors, teachers, assistant teachers, associate teachers and teaching aides) may not and do not leave their site during a break or an on-duty lunch when their presence is required to maintain teacher/child or adult/child ratios required by Community Care Licensing, funding source requirements or other applicable laws or regulations, or their departure from the site could endanger the health, safety, security and welfare of children.

4.9.5. That such representative arrange in each case with an authorized and designated representative of Options, by prior advance notice, a mutually agreed upon time and place for the meeting with the employee.

4.10. Except as set forth below, meetings between the Union and an employee covered by this Agreement shall not be held at the employee’s worksite. Notwithstanding the prior sentence, the Union may have access to Options’ facilities, and the Union and an employee covered by this Agreement may meet at the employee’s worksite, if all of the following conditions are satisfied:

4.10.1. The Union advises Options’ Executive Director in a letter, signed by an executive officer of the Union, of its representatives who are authorized to access Options’ facilities and to meet with employees under section 4.10.

4.10.2. At least fifteen (15) days before the Union seeks to schedule the first meeting at or the access to a licensed facility worksite, Options’ Executive Director receives a document on the letterhead of the State of California, Department of Social Services, Community Care Licensing Division (“Community Care Licensing”), signed by a duly authorized Community Care
Licensing representative, which states, without limitation, condition or reservation, that the Union’s representative, who was designated pursuant to Subsection 4.10.1, is permitted by Community Care Licensing to access and be present at the Options’ licensed facility work site at which the Union seeks to access or to schedule the meeting with the employee. The written authorization of Community Care Licensing shall remain valid, unless revoked by Community Care Licensing.

4.10.3. At least seven (7) days, or such shorter period of time as the Executive Director and the Union agree upon, before the Union wishes to meet with the employee or otherwise access a worksite under section 4.10, the Union contacts Options’ Executive Director in writing (including e-mail and facsimile transmission) to request to meet with the employee at the employee’s work site or otherwise to access a work site. The Union’s written request shall include the date and time for the proposed meeting with the employee or the proposed access to the worksite, and the worksite area at which the Union proposes the meeting be held or access obtained, and detailed reasons and the basis for the meeting or access.

4.10.4. At least twenty-four (24) hours prior to the date and time requested by the Union for the meeting or access pursuant to section 4.10.3 above, Options shall notify the Union in writing (including e-mail and facsimile transmission) of Options’ decision regarding the Union’s request for the meeting with the employee at or access to the worksite. Such requests will not be unreasonably denied.
4.10.5. The meeting at the employee’s worksite which the Union and Options have agreed upon is scheduled and takes place during the employee’s designated breaks, nonworking lunch periods or before or after the employee’s work hours, and in the area agreed upon by the Union and Options.

4.10.6. The meeting or access is held in a manner so that: (i) there is no violation of any laws or regulations, including child care licensing laws and regulations, (ii) there is no interference with the work of any personnel; and (iii) the health, safety, security and welfare of children is ensured.

4.10.7. The teaching staff persons (i.e., site directors, associate site directors, teachers, assistant teachers, associate teachers and teaching aides) with whom the Union meets shall not leave their site during a break or an on-duty lunch when their presence is required to maintain teacher/child or adult/child ratios required by Community Care Licensing, funding source requirements or other applicable laws or regulations, or their departure from the site could endanger the health, safety, security and welfare of children.

4.10.8. Union officials who wish to enter public school grounds on which an Options facility is located shall first present themselves to the public school office, identify themselves as a Union official and follow any other requirements of the public school administration.

4.11. A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and holidays recognized in this Agreement. If the last date to file or respond under this Article falls on a Saturday, Sunday or holiday recognized under this Agreement, then the date shall be continued to the first day following such day.
ARTICLE 5 -- GRIEVANCE PROCEDURE

5.1. Grievances are limited to matters concerning the provisions of the Agreement. A grievance, as that term is used in this Agreement, is a claim that Options or the Union has violated a specific and express term of this Agreement and that by reason of such violation the grievant’s right under this Agreement has been violated. An applicant for employment may not file a grievance, nor may the Union file a grievance on behalf of an applicant. Grievances, as so defined, may be filed by:

(a) An employee;

(b) The Union on behalf of an employee with written approval of the involved employee;

(c) The Union on its own behalf as to alleged violations of rights granted to the Union in this Agreement; or

(d) Options as to any alleged breach and/or violation of this Agreement by the Union, the Union’s agents, or the Union’s representatives.

5.2. All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which Options provides other methods of adjustment. Policy Number 1011 of Options’ Personnel Policies and Practices shall not apply to bargaining unit employees.

5.3. The respondent in any grievance will be Options or the Union, as the case may be, itself rather than any individual supervisor or other management personnel. References to the “grievant” in this Article include the Union or Options, but exclude applicants for employment.
5.4. If the same grievance or essentially the same grievance is filed by more than one employee, then one employee may process the grievance under this Article on behalf of the other involved employees, provided that the parties agree. If the parties have agreed to combine the grievances, the final determination of that grievance will apply to the other pending grievances.

5.5. The filing or pendency of a grievance will not delay or interfere with implementation of any action by Options during the processing thereof, unless the parties agree to the contrary.

5.6. Processing and discussing the merits of a grievance shall not be considered a waiver by Options of any defense, including that the matter is not grievable, the matter is a management right or that the grievance should be denied for other reasons which do not go to the merits.

5.7. At all grievance meetings under this Article, an employee grievant shall be entitled to be accompanied and/or represented by a Union representative. A grievant shall also be entitled to represent himself or herself. The supervisor and/or other management personnel shall have the right to be accompanied by another supervisor, administrator and/or representative of Options. By agreement of the Union and Options, other employees, such as witnesses to the facts upon which the grievance is based, may also attend all or a portion of the grievance meeting.

5.8. When an employee grievant is not represented by the Union, Options shall not implement any agreed upon resolution of the grievance until the Union has received a copy of the grievance, been notified of the resolution and been given an opportunity to
state in writing its views on the matter, provided, however, that the grievance may be withdrawn by the grievant, which shall terminate the grievance procedure.

5.9. Grievance meetings will be scheduled at times and places agreed upon by the grievant, the Union, if the Union is representing the employee in the grievance meeting, and Options. If the Union is not representing an employee, any agreement as to the time and place for the meeting shall be between Options and the employee. Such meetings will be scheduled so as not to interfere with the operations of Options.

5.10. The time limits set forth in this Article are jurisdictional, provided however, if Options, or the Union under section 5.26.1., fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievance may proceed to the next step. If the grievance is not filed or appealed within any of the time limits specified in this Article, the grievance shall be deemed to have been conclusively abandoned for all purposes under this Agreement and the law. The time limits and grievance steps may be shortened, extended or waived by written agreement of the Union, if the Union is representing the employee, and Options. If the Union is not representing the employee, any agreement to shorten, extend or waive the time limits and grievance steps shall be in writing and signed by Options and the employee.

5.10.1. In addition, upon written agreement of Options, on the one hand, and the Union, if the Union is representing the employee, or the employee, if the Union is not representing the employee, on the other hand, a grievance may be initiated at Step 2 or Step 3. If there is agreement to initiate a grievance at Step 2 or Step 3, all of the requirements and provisions of Step 1 will apply nevertheless (including the requirement
to file a grievance at Step 1), except that the grievant and the immediate supervisor will not meet, and no reply will be provided by the immediate supervisor and Options’ Human Resources Manager.

5.11. A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and holidays recognized in this Agreement. If the last date to file or respond under this Article falls on a Saturday, Sunday or holiday recognized under this Agreement, then the date shall be continued to the first day following such day.

5.12. Before filing a formal written grievance under Step One, a grievant should attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with him or her.

5.13. Step One. If the grievance cannot be resolved informally, and if the grievant wishes to proceed to Step One, the grievance must be presented in writing to the immediate supervisor within twelve (12) days of the occurrence of the grievance. The written grievance shall state the nature of the grievance, the act or acts upon which the grievance is based, the date of occurrence, the identity of the employee or employees who claim to be aggrieved, the specific provision or provisions of this Agreement which are alleged to have been violated, and the remedy requested. The grievance shall be signed and dated by the grievant. The grievance shall also state in bold face type at the top of the page “GRIEVANCE.” The grievant or his/her representative shall forward a copy of the grievance to Options’ Human Resources Director. Within seven (7) days of presentation of the written grievance, the immediate supervisor and the grievant will meet and attempt to resolve the grievance. The immediate supervisor and Options’ Human Resources Director will reply in writing within (7) days after the meeting. To be binding
on Options, the Step One reply must be signed and dated by Options’ Human Resources Director.

5.14. Step Two: If the grievance is not resolved in Step One, the grievant or his/her representative may, within ten (10) days after the termination of Step One, send a written notice, with a copy of the grievance, to the Director of the Division in which the grievance arose to move the grievance to Step Two. The grievant or his/her representative shall also set forth in writing why the immediate supervisor’s resolution of the grievance is not acceptable. The grievant or his/her representative shall also forward a copy of the grievance and a statement why the supervisor’s resolution was not acceptable to Options’ Human Resources Director. Within seven (7) days from receipt of the grievance, a meeting shall take place to discuss the matter and the Division Director shall reply in writing within seven (7) days following the meeting.

5.14.1. If there is an agreement to initiate the grievance at Step 2, within fifteen (15) days after the date of such agreement, a meeting shall take place to discuss the matter and the Division Director shall reply in writing within eleven (11) days following the meeting.

5.15. Step Three: If the grievance is not resolved in Step Two, and if the grievant wishes to pursue the matter to Step Three, the grievant may send a written notice to the Executive Director to move the grievance to Step Three, within five (5) days after the termination of Step Two. The grievant or his/her representative shall also set forth in writing why the Division Director’s resolution of the grievance is not acceptable. If, at his or her discretion, the Executive Director desires, a meeting will take place within fifteen (15) days from receipt of the grievance. The Executive Director or his/her
designee, the grievant, the Union representative, and others whom the Union or Options deem appropriate shall attend the meeting. The Executive Director or his/her designee shall reply in writing to the grievance within ten (10) days after the meeting or, if no meeting is held, within ten (10) days after receipt of the grievance documents.

5.15.1. If there is an agreement to initiate the grievance at Step 3, if, at his or her discretion, the Executive Director desires, a meeting will take place within fifteen (15) days after the date of such agreement. The Executive Director or his/her designee, the grievant, the Union representative, and others whom the Union or Options deem appropriate shall attend the meeting. The Executive Director or his/her designee shall reply in writing to the grievance within eleven (11) days after the meeting or, if no meeting is held, within eleven (11) days after the date of the agreement to initiate the grievance at Step 3.

5.16. Except as provided in section 5.17 below, if the Union is not satisfied with the decision at Step Three, the Union, with the written concurrence of the grievant, may submit the matter to mediation within ten (10) days after the termination of Step Three. The submission to mediation shall be limited to and based on the original written grievance that the grievant submitted. The Union shall advise Options in writing of its decision to submit or not to submit the matter to mediation within ten (10) days after the termination of Step 3, and the submission shall be signed by the Union and the grievant. The mediation, if any, shall be undertaken and conducted in accordance with the Grievance Mediation Procedures of the American Arbitration Association (“AAA”).

5.17. The mediation sections of this Article do not apply to, and there shall be no right to submit to mediation, a grievance, if the grievance arises out of the discharge,
termination or discipline of an employee who has been employed continuously for twelve (12) consecutive months or less.

5.18. If the Union elects to submit the grievance to mediation, Options and the Union shall attempt to agree upon a mediator. If the parties cannot so agree, the mediator shall be selected by a written request to the AAA to nominate a panel of nine (9) mediators, all of whom have at least ten (10) years of experience as a mediator. Four (4) of the mediators to be initially stricken as a group by the Union, four (4) to then be stricken as a group by Options, leaving one name. That name shall be the one chosen by the parties as the mediator. If none of the mediators of the panel are satisfactory to either party, then another AAA mediator panel may be requested.

5.19. The following will apply to the mediation and to the proceedings before the mediator:

5.19.1. The mediation shall be conducted in accordance with and the parties shall abide by the Grievance Mediation Procedures of the AAA. The mediation shall be private with attendance limited to: on the part of Options, the Executive Director, two other Options’ representatives and Options’ attorneys; and on the part of the Union, the grievant, two Union representatives and the Union’s attorneys. As determined by the mediator and the parties, witnesses whose testimony is relevant to the grievance may attend while testifying.

5.19.2. The parties shall exchange lists of proposed witnesses, if any, who they expect to appear during the mediation not later than five (5) days prior to the first date scheduled for the mediation.
5.19.3. All fees and expenses of the AAA, the mediator and the mediation shall be shared equally by the Union and Options. Each party shall bear the expense of presenting its own case.

5.19.4. The mediator shall not have the power, authority or jurisdiction to impose a settlement or otherwise issue a written determination.

5.19.5. The mediator may hear and determine only one grievance at a time without the written agreement of Options and the Union.

5.20. [Intentionally Left Blank]

5.21. The Union has authority to process, abandon or settle grievances on behalf of employees.

5.22. The Union’s right to submit grievances to mediation shall expire on the termination date of this Agreement.

5.23. If the mediation does not result in the parties settling the grievance, the Union, or the grievant, or both may file a complaint with any California or federal administrative agency or court which has jurisdiction over the claim on which the grievance is based.

5.24. In addition, to the Union’s and the grievant’s rights under section 5.23, if the mediation does not result in the Union and Options settling the grievance, or if the Union elects not to submit the grievance to mediation, the Union, may give Options written notice by facsimile or regular mail of its intent to terminate its obligations under Article 6 -- No Work Stoppages of this Agreement in accordance with the remaining provisions set forth below.

5.24.1. If the Union elects to submit the grievance to mediation but the mediation does not result in the Union and Options resolving the grievance, and if the Union elects
to give Options written notice of its intent to terminate its obligations under Article 6 -- *No Work Stoppages* of this Agreement, the Union’s notice to terminate such obligations must be received by Options not more than twenty (20) days after the date of the mediation meeting which did not result in the parties resolving the grievance.

5.24.2. If the Union elects not to submit the grievance to mediation, and if the Union elects to give Options written notice of its intent to terminate its obligations under Article 6 -- *No Work Stoppages* of this Agreement, the Union’s notice must be received by Options not more than twenty (20) days after the date the Union advised Options in writing of its decision not to submit the matter to mediation.

5.24.3. Twenty (20) days after Options receives notice from the Union under subsection 5.24.1 or subsection 5.24.2 of the Union’s intent to terminate its obligations under Article 6 -- *No Work Stoppages* of this Agreement, if the Union gives notice, the Union and Options shall be relieved of their obligations under Article 6 -- *No Work Stoppages* of this Agreement, and Options will be relieved of its obligations under Article 21- *Union Membership and Dues Deductions*.

5.24.4. If the Union does not give Options notice of the Union’s intent to terminate its obligations under Article 6 -- *No Work Stoppages* of this Agreement, or does not give the notice within the time set forth above, (i) the grievance shall be deemed to have been withdrawn forever by the Union; and (ii) the Union’s and Options’ obligations under Article 6 -- *No Work Stoppages* and under Article 21 - *Union Membership and Dues Deductions* of this Agreement shall remain in full force and effect for the duration of the Agreement with respect to that grievance.
5.25. For purposes of this Agreement, including this Article, “immediate supervisor” is the first level manager, which for teaching staff in most circumstances is the employee’s Education Coordinator or Child Development Supervisor. The term does not include a site supervisor or other bargaining unit employee.

5.26. Grievances of Options against the Union.

5.26.1. If Options asserts a grievance against the Union, it will notify the Union in writing. Options’ grievance shall state the nature of the grievance, the act or acts upon which the grievance is based, the date of occurrence, the specific provision or provisions of this Agreement which are alleged to have been violated and/or breached, and the remedy requested. The grievance shall be signed and dated by the Executive Director or his/her designee. Within five (5) days of the date Options sends the written grievance to the Union, Options and the Union will meet and attempt to resolve the grievance. The Union shall reply in writing to the grievance within six (6) days after the date of the meeting.

5.26.2. If the grievance is not resolved at the meeting provided for in section 5.26.1, or if there is no such meeting, Options may file a complaint with any California or federal administrative agency or court which has jurisdiction over the claim on which the grievance is based.

5.26.3. For purposes of clarification and not limitation of any other section of this Article, sections 5.12, 5.13, 5.14, 5.15, 5.16 5.17, 5.19, 5.18, 5.23 and 5.24 do not apply to grievances which Options may have or may file against the Union.
ARTICLE 6 -- NO WORK STOPPAGES

6.1. During the term of this Agreement, neither the Union nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit down, slowdown, or any refusal to enter the premises of Options, or any other interference with any of Options’ services or operations, or with the provisions of services and movement of items to or from the premises of Options.
For purposes of this Article 6, the premises of Options includes any premises or locations owed, leased, rented or otherwise controlled by Options, and any premises or locations to which an Options employee or employees have been assigned.

6.2. The prohibitions of this Article 6 shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

6.3. If any conduct prohibited by this Article occurs, the Union shall immediately make every reasonable effort to terminate such conduct.

6.4. Any employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as Options in its sole discretion shall determine; provided, however, that the employee shall have recourse to the grievance procedure as to the sole question of whether or not the employee participated in any such prohibited activities.
6.5. Options and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if the prohibitions of this Article are violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such section is subject to such procedures.

6.6. Options shall not engage in a lockout of unit members during the term of this Agreement. The term “lockout” is intended to cover a situation where Options refused to permit employees to work in an effort to obtain bargaining concessions from the Union. Options’ exercise of any of its management rights including, but not limited to shutdowns, layoffs, subcontracting, or curtailments or cessation of operations brought about by economic conditions, operational requirements, or Acts of God, shall not be considered lockouts.

ARTICLE 7 -- PERSONNEL POLICIES

7.1. Options Personnel Policies which are set forth below, as they currently exist, and as they may be amended in the future, are hereby incorporated into and apply to this Agreement, except as otherwise stated in section 7.3 of this Article. (The policies are attached to this Agreement as Appendix C.)

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>SUBJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1003</td>
<td>Bereavement Leave</td>
</tr>
<tr>
<td>1008</td>
<td>Equal Employment Opportunity</td>
</tr>
<tr>
<td>1009</td>
<td>Family Care and Medical Leave</td>
</tr>
<tr>
<td>1014</td>
<td>Individual Leave of Absence</td>
</tr>
<tr>
<td>1018</td>
<td>Military Leave and Service Member Family Leave</td>
</tr>
</tbody>
</table>
7.2. If during the term of this Agreement either party seeks to change Options’ Personnel Policies that are set forth above, the party desiring such change shall give the other party written notice of any proposed changes. Such changes shall be made only by agreement of the Union and Options, except as otherwise provided for in Article 24 – Reopeners of this Agreement.

7.3 The Personnel Policies identified in Section 7.1 of this Article are modified as follows for bargaining unit employees:

7.3.1. Policy 1008-Equal Employment Opportunity, paragraph VIII shall not apply to bargaining unit employees. A grievance alleging a violation of Policy 1008 will follow the procedures set forth in Section 20.2 of this Agreement and commence at Section 5.14, Step Two of Article 5 - Grievance Procedure. Except as set forth in section 7.3.1.1, in place of the requirements set forth in the second sentence of Section 5.14, the grievant or the grievant’s representative will provide the information set forth in Section 5.13 of Article 5 to the Division Director and the Human Resources Director. If not
resolved, the grievance may proceed to the Executive Director pursuant to the provisions of Article 5 - *Grievance Procedure*.

7.3.1.1. If the grievance alleges the Division Director engaged in conduct that violated Policy 1008, in place of the requirements set forth in Section 5.14, Step Two of Article 5 – Grievance Procedure, the grievant or his/her representative shall forward a copy of the grievance, which will include the information described in Section 5.13, to Options’ Human Resources Director. Options’ Human Resources Director will investigate the bases for the allegations in the grievance. Within fourteen (14) days after the conclusion of the investigation, Options’ Human Resources Director will respond to the grievance. If not resolved, the grievance may proceed to the Executive Director pursuant to the provisions of Article 5 – Grievance Procedure.

7.3.2. After Options completes and closes its investigation of the alleged harassment under Policy 1022-*Unlawful Harassment*, if an employee believes that Options has failed to fulfill its obligations under Policy 1022, the employee may file a grievance under Article 5- *Grievance Procedure* of this Agreement commencing at Step Three of Article 5, Section 5.15. In place of the requirements set forth in the second sentence of Section 5.15, the grievant or the grievant’s representative will set forth in writing to Options’ Human Resources Director the bases for claiming the investigation did not fulfill Options’ obligations under Policy 1022. Within ten (10) days of receipt of the grievant’s or his/her representative’s claim(s) that the investigation did not fulfill Options’ obligations under Policy 1022, Options’ Human Resources Representative will respond in writing. If not resolved, the grievance may continue to proceed to the Executive Director pursuant to the provisions of Article 5 - *Grievance Procedure*. 
ARTICLE 8 -- FLEXIBLE BENEFIT PLAN

8.1. The Flexible Benefit Plan (“Plan”). Subject to the provisions of this Article, Options will provide each eligible full-time employee the monthly full-time flexible benefit credits, and each part-time employee the monthly part-time flexible benefits, for the employee to use in accordance with the terms and conditions of the Plan, the Plan’s underlying benefit programs and insurance plans, and Options’ policies. Effective January 1, 2009, the monthly full-time flexible benefit credits which Options and the Union have agreed upon is $418.

8.2. Definitions. For purposes of this Article, the following definitions apply:

8.2.1. A “full-time employee” or “full-time status” is defined as a bargaining unit employee who is normally and regularly scheduled to work at least 40 hours each week, excluding temporary and overtime hours worked, and who is not a temporary employee, commission-paid employee, on-call employee or intern.

8.2.2. A “part-time employee” or “part-time status” is defined as a bargaining unit employee who is normally and regularly scheduled to work less than 40 hours a week, excluding temporary and overtime hours worked, and who is not a temporary employee, commission-paid employee, on-call employee or intern.

8.2.3. The “monthly full-time flexible benefit credits” is defined as the full amount of the monthly flexible benefit credits.

8.2.4. The “monthly part-time flexible benefit credits” is defined and determined by multiplying the monthly full-time flexible benefit credits (currently $418) by a fraction the denominator of which is 40, and the numerator of which is the number of weekly hours the part-time employee is normally and regularly
scheduled to work as of November 16 of each year, excluding temporary and overtime hours worked. For instance, if a part-time employee was regularly scheduled to work 20 hours a week as of November 16, 2008, the employee’s monthly part-time flexible benefit credits is $209.00 ($418 x 20/40) for calendar year 2009.

8.3. Employees on Unpaid Leave. Employees who are on a leave of absence that is unpaid by Options but who otherwise would be eligible to receive the monthly flexible benefit credits if they were working, shall not receive flexible benefit credits after fourteen (14) calendar days of such unpaid leave of absence, unless otherwise required by law. For purposes of this section 8.3, employees using paid time off hours as provided by Article 7 -- Personnel Policies, shall not be considered to be on unpaid leave.

8.4. Determination of Full-Time or Part-Time Credits.

8.4.1. The determination of whether an eligible employee is entitled to monthly full-time or monthly part-time flexible benefit credits is determined on November 16 of each year, and is based on whether the employee is a full-time or part-time employee on November 16 of each year. The amount of the monthly full-time or part-time flexible benefit credits shall become effective January 1 of the next calendar year.

8.4.2. An employee who is a full-time employee on November 16 of a year shall receive the monthly full-time flex benefit credits (currently $418 a month, effective January 1, 2009) during the following calendar year, subject to the provisions of this Article.
8.4.3. An employee who is part-time employee on November 16 of a year shall receive the monthly part-time flexible benefit credits during the following calendar year, subject to the provisions of this Article.

8.4.4. Notwithstanding sections 8.4.2. and 8.4.3., employees who are eligible for and are receiving flexible benefit credits who change from part-time to full-time status or from full-time to part-time status shall have their monthly flexible benefit credits changed to reflect their new status as a full-time or part-time employee, effective the first day of the month following the change to full or part-time status. If the change from part-time to full-time status, or from full-time to part-time status, occurs on the first working day of a month, the change in the monthly flexible benefit credits shall occur on the first day of that month. If the number of hours a week that a part-time employee is scheduled to work changes during the calendar year, but the employee remains on a part-time status, the employee shall not have his or her monthly flexible benefit credits changed during the calendar year.

8.5. Commencement of Monthly Flexible Benefit Credits for New Hires and Rehires. Flexible benefit credits for new hires, including rehires after a termination, shall commence on the first day of the month following 30 calendar days of employment or reemployment, as the case may be.

8.6. Eligibility Requirements for Employees and Dependents. The eligibility requirements for flexible benefit credits for employees and dependents shall be governed by the terms and conditions of the Plan, the Plan’s underlying benefit programs and insurance plans, and Options’ policies.
8.7. Open Enrollment. Once each calendar year there shall be an open enrollment period of not less than fifteen (15) calendar days during which an enrolled employee may elect to reenroll and maintain or change his or her insurance plan designation(s) and other benefit program designation(s) under the Plan, or an eligible employee who has not previously participated in the Plan may elect to do so. Options shall establish and announce the beginning and ending dates of said open enrollment period. Newly-hired employees who elect to participate in the Plan, and current employees who wish to enroll or reenroll in the Plan are required to properly complete and submit all required enrollment and other forms to the Human Resources Department in a “timely manner”.

“Timely manner” for newly-hired or rehired employees is defined as within thirty (30) calendar days of hire or rehire, as the case may be. “Timely manner” for current employees is defined as on or before the close of the open enrollment period. If an employee does not submit all required enrollment and other forms, properly completed, to the Human Resources Department in a timely manner, the employee will not be able to participate in the Plan. However, if an employee who has failed to submit all required enrollment and other forms, properly completed, to the Human Resources Department in a timely manner submits the required enrollment and other forms, properly completed, at a later time, the employee may be eligible to receive monthly flexible benefit credits as a monthly cash benefit, effective (i) the first day of the month following the day he/she submits the required and properly completed enrollment and other forms, or (ii) the first day of the month, if the employee submits the required and properly completed enrollment and other forms on the first day of that month.
8.8. COBRA and Cal COBRA. With respect to an employee who has selected medical and/or dental insurance plans as a flexible benefit, if the employee is not eligible to continue to receive the monthly flexible benefit credits, or is not eligible to continue coverage or participation in the Plan’s underlying medical and/or dental insurance plans, the employee’s right to continued medical and/or dental insurance plan coverage shall be governed by federal and California COBRA laws.

8.9. Partial Year Employees. Partial year employees shall have flexible benefit credits continued as per Article 7 -- Personnel Policies.

8.10. Termination and Reenrollment. If an employee fails to make any required contributions to the Plan’s underlying benefit program(s) or insurance plan(s) that the employee has selected, such failure will result in termination of coverage under the benefit program(s) or insurance plan(s). Eligibility to reenroll in the Plan or the Plan’s underlying benefit program(s) and insurance plan(s) will be governed by the terms and conditions of the Plan, the Plan’s underlying benefit program(s) and insurance plan(s), Options’ policies and pertinent law.

8.11. Bargaining Over the Effects of Reductions and/or Eliminations of Benefits. Options may reduce or eliminate the amount of the monthly flexible benefit credits for employees in a Division or in more than one Division as a result of: (i) a reduction in funding from a funding source, (ii) a change in local, state or federal law that results in Options modifying its budget, or (iii) a financial necessity that results in Options modifying its budget. Before implementing a decision to reduce or eliminate the amount of the flexible benefit credits for employees as provided for in this Article 8 -- Flexible
Benefit Plan, or Article 3 -- Management Rights, Options and the Union shall comply with the provisions of Article 25 -- Negotiations During the Term of the Agreement.

8.12. Disputes. The controlling documents regarding the Plan and the Plan’s underlying benefit program(s) and insurance plan(s) are the Plan documents, and the applicable contracts between Options and the applicable insurance carriers, plan administrators and benefit providers. All disputes relating to, arising out of or in any manner dependent on the Plan, the terms and conditions of the Plan, or the Plan’s underlying benefit program(s) and insurance plan(s), including, but not limited to, eligibility, coverage, benefits and termination of same are to be resolved under the grievance procedures set forth in the Plan, the Plan’s applicable underlying benefit program(s) or insurance plan(s), or pertinent law including federal and California COBRA laws, rather than under Article 5 – Grievance Procedures of this Agreement.

Accordingly, disputes regarding this Article, the Plan, and the Plan’s underlying benefit programs and insurance plans are excluded from Article 5 – Grievance Procedure of this Agreement.

8.13. Prior to the beginning of the open enrollment period, Options will notify the Union of any changes to the nature, structure or types of benefits to be offered by the Plan for the next benefit year, and any changes to the amount of the premiums for the benefits to be offered by the Plan for the next benefit year. The parties shall immediately meet to bargain over such changes. The Union and Options recognize that such bargaining must be concluded in sufficient time to ensure (i) bargaining unit employees are provided sufficient information to enable them to make informed choices regarding which Plan benefits they wish to elect for themselves and their families during open enrollment, and
(ii) the insurance and other benefit providers obtain all enrollment and other administrative documents necessary so that the Plan benefits selected by the bargaining unit employees can be utilized by them and their families commencing January 1, which is the beginning of the benefit year.

8.14. If Options determines there is or may be any impact or effect whatsoever on Options’ funding, revenues, expenditures, operations or otherwise, including any impact on bargaining unit employees, arising out of, related to, or resulting from the Patient Protection and Affordable Care Act, any companion legislation (“the ACA”) and/or any regulations (including any temporary, interim or final regulations) issued pursuant to the ACA, Options may notify the Union in writing and this Labor Agreement will be reopened for negotiations. Such negotiations may include, but would not be limited to: (i) bargaining over the structure, nature, cost (including any deductibles and employee co-payments) of benefits (such as but not limited to health insurance, life insurance or of any other insurance) provided under or outside of the Plan, and any other programs or benefits available to employees under or outside of the Plan; (ii) bargaining to comply with, or compensate for the impact of the ACA on Options; (iii) bargaining regarding replacement of the health insurance, or other programs or benefits under or outside of the Plan; (iv), bargaining regarding the methods and means of paying for health insurance, or other programs or benefits under or outside of the Plan; (v) bargaining regarding Options paying a tax, penalty or fee in lieu of, or associated with, providing health insurance, or other programs or benefits under the ACA; (vi) bargaining regarding wages; (vii) bargaining over whether Options will continue to offer health insurance, or other programs or benefits, or any particular type or level of health insurance, or other
programs or benefits under or outside the Plan, and (viii) bargaining regarding the amount of the flex benefit. Because the ACA is being implemented in stages over time, Options is not limited in the number of times it may reopen this Agreement pursuant to this paragraph. This paragraph 8.14 is in addition to and does not replace any provision of the Labor Agreement enabling Options to reopen the Labor Agreement, including, but not limited to, sections 8.11 and 9.5, and Article 25. For purposes of this paragraph 8.14 “health insurance” includes medical, dental and vision insurance.

ARTICLE 9 -- WAGES

9.1. The minimum hourly rates of pay for employees covered by this Agreement have been negotiated in good faith between the Union and Options, and are set forth in the pay schedules, which includes the position titles in the bargaining unit (Appendix A to this Agreement), and documents setting forth the educational and other requirements for job step increases for bargaining unit positions (Appendix B to this Agreement).

9.2. Entry level placement on the pay schedule shall be at the lowest step of the schedule for the classification, unless Options authorizes entry at a higher step.

9.3. Upon promotion to a higher paid job classification, an employee shall advance to the lowest step of the pay schedule for that classification, unless Options authorizes placement at a higher step.

9.4. Employees who are approved and required to use their personal vehicles for Options’ business shall be reimbursed for such usage at the per mile rate established by the Internal Revenue Service, upon timely submission of a properly completed mileage reimbursement form to the Division Director, or designee. On or about January 1 of each year, and any time thereafter that the IRS modifies the mileage reimbursement rate, Options will advise employees of the IRS per mile reimbursement rate that will apply and the effective date of the change. Such reimbursement includes reimbursing the employee
for the cost of liability and collision damage insurance, and for the amount of any
deductible which the employee may have to pay. These employees must maintain
personal automobile liability insurance naming themselves as an insured, and must
provide Options with documentation proving such insurance is in place.

9.5. Options may reduce the hourly rate of pay for a classification or the hourly rates
of pay for more than one classification set forth in Appendix A for a Division or for more
than one Division as a result of: (i) a reduction in funding from a funding source, (ii) a
change in local, state or federal law that results in Options modifying its budget, or (iii) a
financial necessity that results in Options modifying its budget. Before implementing a
decision to eliminate or reduce an hourly rate of pay or hourly rates of pay as provided
for in this Article 9 -- Wages, or in Article 3 -- Management Rights, Options and the
Union shall comply with the provisions of Article 25 -- Negotiations during the Term of
the Agreement.

ARTICLE 10 -- HOLIDAYS

10.1. Eligible full- and part-time employees shall receive holiday pay for those holidays
listed below which fall on one of their normally scheduled days of work and during the
employee’s normally scheduled work year.

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Memorial Day</th>
<th>Thanksgiving Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Independence Day</td>
<td>The day after Thanksgiving Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Labor Day</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

10.2. The employee must have been in paid status on the working day immediately
before and after the holiday. For employees who work a school year work year,
Christmas and New Years Day shall be deemed to be during an employee’s regularly
scheduled work year, and if an employee is on paid status the working day immediately
before and after either of these holidays, they will be paid for the holiday. For employees not normally scheduled by Options to work the working days before and after July 4, Independence Day is not part of their regularly scheduled work year, and they shall not be paid for this holiday.

10.3. Except as provided in 10.4 immediately below in regard to employees working a nonstandard workweek, if a holiday occurs during an employee’s regularly scheduled work year and the employee is on paid leave, that day will be credited and paid as a holiday.

10.4. An employee working a nonstandard work week schedule shall receive holiday pay only when a holiday falls on a day the employee is normally scheduled to work.

10.5. Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday.

10.6. When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, and the employee would otherwise be entitled to the holiday, the employee shall be given another day off with pay in lieu of the scheduled holiday.

10.7. In order for a part-time employee to be paid for a scheduled holiday, the employee must have been scheduled to work that day of the week in five (5) of the six (6) workweeks immediately prior to the holiday.

10.8. Part-time employees who are eligible for holiday pay shall receive holiday pay equal to the number of hours they are normally scheduled to work on that day of the week.
ARTICLE 11 -- SENIORITY

11.1. For the purposes of this Agreement, seniority is defined as the total amount of time of continuous and unbroken service with Options as an employee measured from the employee’s initial date of hire, except as otherwise provided herein. Notwithstanding the prior sentence, if an employee is laid off and rehired within a period of set forth in section 14.9 of Article 14 – Layoff and Recall of this Agreement, it shall not be considered a break in service for purposes of determining seniority. Seniority shall apply only if a provision of this Agreement expressly states.

11.2. Within thirty (30) calendar days after the adoption of this Agreement by Options, Options will provide the Union with a list containing the hire dates of all employees covered by this Agreement. Thereafter, once each calendar year, upon the Union’s written request, Options will update the list. The Union shall provide written notification of any objections to a list to Options within thirty-four (34) calendar days of the date of mailing thereof. If the Union does not assert any written objections within that timeframe, the list will be deemed accurate and will not be subject to further review under Article 5 – Grievance Procedure of this Agreement.

11.3. Except as otherwise provided in this Agreement, if an employee is hired, reassigned or transferred into another position in the bargaining unit, his/her seniority shall be transferred to the new position in the bargaining unit.

11.4. If the seniority of two or more employees is the same, their names will be placed in a receptacle, such as a hat, bowl, bag or the like and pulled out of the receptacle. The employee whose name is first pulled out of the receptacle will be granted the most seniority among the employee(s) participating, and the seniority of the other employee(s)
will be ranked based on the order their names are first pulled from the receptacle with the first name pulled having the most seniority and the subsequent name(s) pulled having less seniority based on the order the other name(s) are pulled from the receptacle. Options will notify the Union not less than twenty-four (24) hours in advance of the scheduled drawing. A Union representative may be present for the drawing, but the absence of the Union representative will not prevent or delay the drawing from taking place.

**ARTICLE 12 -- TRANSFER AND REASSIGNMENT**

12.1. An employee may request a transfer or a reassignment to a vacant position in the same Division. Transfers involve a change from one bargaining unit job classification to another bargaining unit job classification. Reassignments do not involve a change of bargaining unit job classification, but involve a movement of an employee to a different location within the same Division. In determining whether to grant the employee’s transfer or reassignment request, Options will consider some or all of the following factors: (i) the reason for the employee’s request; (ii) if the employee is a teaching staff person (i.e., site director, associate site director, teacher, assistant teacher, associate teacher or teaching aide) and is requesting a transfer, the best interests of the children and of the parents of the classes the teaching staff person seeks to transfer out of and into, and the best interests of the programs the teaching staff person seeks to transfer out of and into; (iii) if the employee is a teaching staff person (i.e., site director, associate site director, teacher, assistant teacher, associate teacher or teaching aide) and is requesting a reassignment, the best interests of the children and of the parents of the classes the teaching staff person seeks to be reassigned from and to, and the best interests of the Division; (iv) the qualifications, experience and past performance of the employee; (v)
whether the employee has the certifications required by local, California and Federal law, all applicable regulations or funding source requirements; and (vi) seniority. Upon the employee’s request, the reason(s) for the denial of the employee’s transfer or reassignment request will be provided to the employee. Options shall have the sole discretion to determine whether to grant the employee’s transfer or reassignment request. Options’ decision regarding the employee’s transfer or reassignment request will be final and binding and not subject to Article 5- Grievance Procedure of this Agreement.

12.2. An employee may seek a transfer to a vacant position in another Division by filing an Options employment application with that Division. Current Options employees do not need to wait for an announcement of an opening to file an employment application, but may file the application any time. Current employees will be considered for such positions through the then current procedures of that Division. Such procedures will include consideration of all factors including, but not limited to those described above in subsections (i) through (v) of section 12.1. Options shall have the sole discretion to determine whether to grant the employee’s transfer request.

12.3. Options, in the exercise of its sole discretion, may transfer an employee to a position in another Division or to another classification in the same Division. Options shall notify the employee at least five (5) days prior to the effective date of such a transfer. An employee who is transferred involuntarily shall, upon written request to Options, be informed in writing of the reason(s) for such transfer within ten (10) days of the date Options receives the employee’s request.
12.4. Reassignments in the same Division and classification are not considered transfers under this Article. Options shall have the sole discretion to determine whether to reassign an employee pursuant to this subsection 12.4.

12.5. Options retains the management right and discretion to determine whether to fill a vacant position pursuant to this Article, or through an application and interview process.

12.6. The selection procedures regarding transfers as set forth in sections 12.1 and 12.2 do not apply to the Head Start Division, the Child Start program in the Child Development Centers Division, or any program subject to the Head Start Act and regulations.

12.7. A “day” for purposes of this Article and section 19.2 of Article 19 is defined as any day of the calendar year except Saturdays, Sundays, and holidays recognized in this Agreement. If the last day to file or respond under this Article or section 19.2 falls on a Saturday, Sunday or holiday recognized under this Agreement, then the date shall be continued to the first day following such day.

ARTICLE 13 -- RECRUITMENT

13.1. Options will maintain job descriptions for each bargaining unit position, and shall provide the Union with copies of each job description.

13.2. A vacancy is defined as a bargaining unit position which no current employee holds, and which Options desires to fill. Notices of vacancies shall be posted on Options’ website for a minimum of five (5) calendar days, and a copy of the notice shall be emailed or faxed to the Union one (1) calendar day prior to posting. Notices shall include the job title, the starting and maximum hourly rates of pay, a description of the duties of the position, and the Division in which the position is vacant.
13.3. Regular employees who have applied for and have been awarded another position within the previous six (6) months may not apply. Options may waive the six (6)-month time limit.

13.4. Before implementing any decision to subcontract work currently performed by employees, Options will notify the Union and offer to meet and discuss the effects of the subcontracting decision on employees. The obligation to discuss the matters set forth in this section 13.4 does not require Options or the Union to bargain or negotiate over such matters.

ARTICLE 14 -- LAYOFF AND RECALL

14.1. Layoff is defined as a reduction in number of employees employed in a Division or in more than one Division, in a work unit, job classification, or functional department.

14.2. In the event of a layoff, temporary employees in the classification impacted shall be laid off first. Then, if further reductions in workforce are necessary, non-temporary employees shall be laid off.

14.3. In the event of a layoff, the affected employee shall be notified in writing of the layoff at least twenty (20) calendar days in advance of the effective date of the layoff, except that if Options determines that the layoff is due to actions of a funding source or is due to financial necessity, Options may give less than twenty (20) calendar days’ advance notice. However, in no event will Options give employees less than five (5) working days’ advance notice of a layoff. The Union shall be sent copies of all layoff notices. Options may send such notices to the Union via mail, fax or email.

14.4. In determining which employee or employees will be retained, Options will consider some or all of the following factors: (i) the relevant educational background; and (ii) individual capacity for potential growth with Options; (iii) the best interests of the
children and of the parents; (iv) the best interests of the program; (v) the qualifications, experience and past performance of the employee; and (vi) whether the employee has the certifications required by local, California and Federal law, all applicable regulations or funding source requirements. If Options determines that all factors are equal, then seniority will govern and the employees will be laid off in reverse order of seniority.

14.5. [Intentionally left blank.]

14.6. If there is a vacant position in the same classification in the same or in another Division for which Options determines the affected employee is qualified, Options will consider the affected employee for that position. Options may transfer the affected employee to that position if they have the classification, education, experience, licenses, or certifications required by local, California and Federal law, including all applicable regulations or funding source requirements.

14.7. Upon request, the Employer shall provide the affected employee and/or the Union a listing of all known vacancies in the bargaining unit.

14.8. Before implementing any decision to lay off employees, Options will notify the Union, and offer to meet and discuss the effects of the lay off decision on employees. The obligation to discuss the matters set forth in this section 14.8 does not require Options or the Union to bargain or negotiate over such matters.

14.9. For a period of one hundred twenty (120) calendar days following the effective date of the layoff, a laid off employee shall have the right to be recalled to a position which becomes available if that position is in the same job classification in the same Division that the employee was regularly assigned the day before the effective date of the
layoff. Upon expiration of the recall period, a laid off employee shall have no right of recall, and Options shall have no obligations to the laid off employee.

14.10. In considering which employees, if any, will be recalled during the period in which an employee retains recall rights, employees will be offered recall in reverse order of layoff.

14.11. Options will provide the Union with a recall list and copies of all notices of recall in advance of recall notices being sent to employees, upon the Union’s request. Options may send such information to the Union via email, facsimile or mail.

14.12. Options will notify an employee of recall by sending a certified letter by U.S. Mail to the address in the employee’s personnel file at least one (1) calendar week prior to the date that the employee is scheduled to return to work. It is the employee’s responsibility to notify the Human Resources Department of any change of address.

14.13. An employee who is recalled must notify the Human Resources Department of his or her acceptance of the recall on or before six (6) working days from the date Options sent the recall notice. Options will also attempt to contact the employee by telephone and by e-mail, if the employee has e-mail and has given Options’ Human Resources Department his or her e-mail address in writing, to advise the employee of the recall. Provided however, if an employee does not receive the e-mail or the e-mail is not delivered or is undeliverable, the attempt to contact the employee by e-mail is satisfied nevertheless. The employee shall advise the Human Resource Department in writing of his or her acceptance of recall via mail, personal delivery or fax. Options must receive the employee’s acceptance within the established time.
14.14. If a laid off employee declines recall from layoff, or fails to respond to Options as required in section 14.13 above, the laid off employee shall have no right of recall, and Options shall have no obligations to the laid off employee.

14.15. The end of a program or academic year shall not be considered a layoff.

**ARTICLE 15 -- COLLABORATIVE RECRUITMENT EFFORT**

15.1. Options, the Union and the bargaining unit employees all wish to fill all bargaining unit positions as quickly as possible after they become vacant with qualified employees who will provide a high quality of service to children and families. Options, the Union and the bargaining unit employees also wish to achieve maximum student enrollment for all classes at all four Divisions. Options, the Union and the bargaining unit employees further acknowledge that it is in the interests of all parties to fill vacant positions and reach maximum student enrollment as quickly as feasible.

15.2. Options, the Union and the bargaining unit employees agree to a collaborative and active recruitment program, as defined below.

15.3. Options will:

15.3.1. Advertise vacant positions in various media and student enrollment opportunities through various recruitment techniques.

15.3.2. Participate in or create job fairs and recruit students in the areas likely to generate qualified applicants.

15.3.3. Create a Parent Recruitment Program for bargaining unit members, especially, but not solely, in the State Preschool and Head Start Divisions, to refer parents who have demonstrated skills, patience and understanding in working with children as volunteers for entry level positions at Options.
15.4. The Union will actively advertise the availability of positions and student enrollment opportunities at Options in its newsletters and other publications; encourage bargaining unit employees to refer outstanding parents to the Parent Recruitment Program, and encourage bargaining unit employees to refer outstanding colleagues for all vacant positions at Options.

15.5. Bargaining unit employees will:

15.5.1. Refer parents who have demonstrated skills, patience and understanding in working with children as volunteers in their classroom to the Parent Recruitment Program for consideration for entry level positions at Options.

15.5.2. Refer child development colleagues for employment at Options.

15.5.3. Seek a few minutes from professors in any child development or related classes to inform their fellow students of employment opportunities at Options and the benefits of working in the quality, professional work environments of Options.

15.6. As a collaborative effort of mutual interest, this article shall not be subject to Article 5 – Grievance Procedure of this Agreement.

**ARTICLE 15A – JURY AND WITNESS DUTY LEAVE**

15A.1. Options will grant an employee a leave of absence, which, except as set forth in section 15A.2 of this Article, will be unpaid, if the employee: (i) is summoned and required to serve on a jury in any court within the State, or (ii) is subpoenaed and required to appear, other than as a party, in a case before a grand jury, in a criminal case before a court within the State or in a civil case in a court within the county in which the employee resides or outside of said county, if within 150 miles of the employee’s residence.
15A.2. Subject to the provisions of this Article, Options will continue to pay an employee his or her regular earnings for up to ten (10) days in any calendar year an employee is summoned for jury duty or subpoenaed for witness duty, if the employee: (i) is otherwise regularly scheduled to work the days the employee is summoned or subpoenaed, (ii) is absent from work due to the summons or subpoena, (iii) actually appears to serve jury or witness duty, and (vi) delays his or her jury or witness duty, if Options so requests.

15A.3. An employee shall provide his/her immediate supervisor as much advance notice as possible that the employee may be absent from work because the employee is legally required to serve as a witness. The employee shall also provide his/her supervisor no less than ten (10) working days advance notice of a summons to jury service, or of a subpoena to testify. However, if the summons or subpoena served on the employee does not allow for at least ten (10) working days' notice, the employee shall notify his/her supervisor immediately upon receipt of the summons or subpoena.

15A.4. Upon request from Options, the employee shall delay serving as a juror or a witness to a date which minimizes the disruption to and adverse impact on the employee’s duties and Options’ operations, as determined by Options.

15A.5. The employee shall give Options the original certificate issued by the court verifying that the employee served jury duty. The employee shall provide Options with a certificate issued by the court, or some other form of documentation satisfactory to Options, verifying that the employee served as a witness. The employee will also provide Options with any other documents which Options requests that relate to the provisions of this Article.
15A.6. An employee on jury or witness duty leave shall report to work on any day that
the employee is not required to physically appear at the courthouse for jury or witness
duty, and on any day the employee serves a partial day and is able to report to work for
two (2) hours or more.

**ARTICLE 16 -- SAFETY**

16.1. The responsibility for providing for safe working conditions which comply with
applicable law, and which are within fiscal constraints, shall be Options’. Employees
shall be responsible for complying with safety procedures and practices and for reporting
any unsafe condition, facility, or equipment of which he/she is aware. There shall be no
reprisal against an employee for reporting any real or potentially unsafe condition,
facility, or equipment.

16.2. Employees are responsible for the safety of children at their classroom sites, at
Options’ offices, on field trips and at all times children in Options’ programs are in the
custody, control or care of employees. Employees shall be responsible to fully
understand all licensing laws and regulations regarding the safety of children who are in
their care, which information is publicly available; and to follow all Options policies,
procedures and training related to safety.

16.3. If any safety hazard exists at an Options facility (including, but not limited to,
buildings, play yards and other grounds, equipment or materials), employees at the
facility shall immediately act to protect children from that safety hazard. This shall
include any or all of the following actions: (a) remove the item from areas accessible to
children and parents, or otherwise eliminate the safety hazard, and/or (b) if the safety
hazard cannot be immediately removed, prevent children (and parents as appropriate)
from using the area around the safety hazard in order to protect children (and parents as
appropriate) from the hazard until it can be removed or eliminated, and/or (c) if
employees cannot remove the item or eliminate the safety hazard themselves, then
employees should promptly follow Division procedures for reporting the safety problem or completing and forwarding a Maintenance Work Order form, or notifying the appropriate person(s) in their Division of the serious and immediate safety problem. If a safety problem is not repaired or solved within an appropriate period of time and the employee has not been notified that the safety problem has been scheduled for repair, the employee will prepare and submit a second Maintenance Work Order form. If there is any continuing problem that is not resolved through the above processes, the employee shall notify their Division Director through a written Request for Action form.

16.4. An employee may retain the “Originator” copy of any Maintenance Work Order form, and will be provided a copy of the Request for Action form.

ARTICLE 17 -- DISCIPLINE AND ACCESS TO PERSONNEL FILES

17.1. Other than termination of employment, discipline, as defined in this Article, is intended to be, and should be viewed as a positive experience, for the primary purpose of correcting and/or modifying an employee’s conduct, actions and/or job performance. All bargaining unit employees have been informed of the required job performance standards, required actions, and acceptable conduct; and the consequences of unacceptable job performance, failure to engage in required actions, and unacceptable conduct. Discipline is defined as any one of the following types of action, or any combination thereof, taken by Options based on an employee’s unacceptable conduct, failure to engage in required actions and/or unacceptable job performance: (i) documented verbal reprimand; (ii) written reprimand; (iii) suspension of an employee without pay; (iv) demotion of an employee to a lesser paid position; or (v) termination of employment with Options. Each case of discipline will be considered based on its own facts and circumstances. Counseling memoranda and performance evaluations are not discipline and are not governed by this Article; however, they are governed by Article 18 -- Performance Evaluations and Counseling Memoranda.
17.2. Prior to implementing disciplinary action of suspending an employee without pay and/or demoting an employee to a lesser paid position, or terminating an employee, Options shall notify the employee of its intent to implement such disciplinary action.

Such notification will either be given in writing or at a meeting. If a meeting takes place, the employee shall, upon request, be entitled to be accompanied by a Union representative. Non-availability of the employee or representative for more than a reasonable time shall not delay the action. On or before the date of the meeting, or in the written notice if a meeting is not scheduled, the employee and the Union shall receive the following in writing:

(i) a statement of the employee’s action, conduct and/or job performance upon which the suspension without pay and/or demotion to a lesser paid position, or termination of employment is based;
(ii) the reason for the suspension without pay and/or demotion to a lesser paid position, or termination of employment;
(iii) the effective date of the action;
(iv) whether the employee’s discipline will consist of suspension without pay and/or demotion to a lesser paid position, or termination of employment; and
(v) if a Union representative is not present during the meeting or if a meeting does not take place, the employee’s right to grieve the suspension without pay and/or demotion to a lesser paid position, or termination of employment under this Agreement, and the time within which that must be done. Options’ obligation under this subsection (v) is satisfied, if the employee is provided with a copy of Article 5 -- Grievance Procedure.

17.3. An employee shall be provided a copy of all adverse written materials prior to or at the time they are placed in his/her personnel file maintained at Options’ corporate office. Options may redact, obscure or delete from such written materials information which it determines is private, confidential or the disclosure of which could create actual
or potential liability for Options. By way of example, but not limitation, if an employee is alleged to have engaged in child abuse, Options may delete from such written materials placed in the employee’s personnel file maintained at Options’ corporate office, the name, address or other information regarding a child, a parent or other person who has alleged child abuse by the employee.

17.4. The employee shall be provided with and shall sign any such adverse written materials, which are placed in the employee’s personnel file at Options’ corporate office. The employee shall have the right to prepare a written response, which shall be attached to the written materials. If the employee wishes to file a response, he or she shall do so within ten (10) days of receipt of the adverse written materials. The signature of the employee means only that the employee has received a copy of the written materials. An employee shall also be entitled to one copy of any document the employee is requested to sign.

17.5. Employees may access their personnel files at Options’ corporate office by contacting the Human Resources department and scheduling an appointment. Upon reasonable advance written notice to Options’ Human Resources office, and submission by a bargaining unit employee of a signed and dated authorization form to be provided by Options, the Human Resources office will make the bargaining unit employee’s personnel file available to the employee’s designated Union representative to inspect, within a reasonable time after the written request is received, not to exceed ten (10) working days. The employee and/or the designated Union representative may inspect the contents of the bargaining unit employee’s personnel file at Options’ corporate office, in the presence of a Human Resources staff member. The Union representative will provide sufficient identification to the Human Resources staff member to confirm their identity as a Union representative. The authorization shall be effective for ten (10) working days after the date on the form. A separate authorization form shall be submitted each time
access to the personnel file is requested. Inspections of bargaining unit employees’ personnel files shall be made during regular business hours.

17.6. Except as set forth below in section 17.7, prior to suspending an employee without pay and/or demoting an employee to a lesser paid position, or terminating an employee, Options will discipline an employee by first issuing the employee a documented verbal reprimand or a written reprimand. The progressive discipline procedure set forth above does not apply to an employee who has been continuously employed by Options for twelve (12) consecutive months or less, or who engaged in conduct set forth in section 17.7 below.

17.7. Options may immediately suspend an employee without pay and/or demote an employee to a lesser paid position, or terminate an employee, including an employee who has been continuously employed by Options for more than twelve (12) consecutive months, without following the progressive discipline procedure set forth in section 17.6 above, if an employee engages in any of the following:

A. Defacing, destroying, stealing or embezzling, the property or equipment of Options, including its facilities, telephones, copiers and computers.

B. Using or possessing firearms, weapons or explosives at any time an employee is on Options’ premises, or is conducting or performing work for Options, regardless of location.

C. Tampering with, falsifying or withholding information regarding any reports, documents or records relating to employment or Options’ programs, including, but not limited to, time, attendance, application, personnel, absentee, sickness, child or parent reports, documents or records.

D. Using profane, abusive or threatening language to or about, or intimidating in any way, an employee, parent, child or vendor.

E. Engaging in immoral or indecent conduct or behavior including, but not limited to, engaging in such conduct outside of work.
F. Conviction of, or a plea of nolo contendere to, a crime (felony or misdemeanor), including, but not limited to, conviction of a crime that is not related to, does not arise out of, or in not connected to, Options’ employment.

G. Violations of Options’ harassment policies as set forth in Options’ Personnel Policy Number 1022 or 1039.

H. Fighting or instigating a fight on Options’ premises or while engaged in duties for Options.

I. Sleeping during working time.

J. Engaging in or failing to engage in any conduct that results in the revocation, termination, lapse or expiration of any license, permit, certification or authorization which the employee is required to maintain by Options or by a federal, California or local agency.

K. Destroying, stealing or embezzling the property of another employee while either employee is on Options’ premises, or is conducting or performing work for Options, regardless of location.

L. Destroying, stealing or embezzling the property of a child or parent.

M. Engaging in any act of child abuse, as further defined in section 17.14, including, but not limited to, engaging in such abuse outside of work.

N. Violation of any California, federal or local agency law, regulation or contract condition regarding child care or early education.

O. Use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol or being under the influence of or impaired by alcohol at any time an employee is on Options premises, or is conducting or performing work for Options, regardless of location.

P. Use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug; being under the influence of or impaired by an illegal drug at any time an employee is on Options’ premises, or is conducting or performing work for Options, regardless of location.

Q. Use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any legal drug in a manner
inconsistent with law or as prescribed by a duly licensed health care provider or being under the influence of or impaired by the use of a legal drug at any time an employee is on Options’ premises, or is conducting or performing work for Options, regardless of location.

R. Failure to maintain proper supervision of a child or children, including, but not limited to, allowing a child or children to leave the classroom, to leave the play yard or to leave any other area where a child or children are suppose to be supervised, without the employee immediately acting and returning the child to the supervised area.

17.8. Except as otherwise provided for in this Agreement, nothing in this Agreement limits the right of Options to immediately suspend an employee without pay and/or demote an employee to a lesser paid position, or terminate an employee immediately and without resorting to any progressive discipline for those violations set forth in section 17.7.A. through R. above.

17.9. Nothing in this Agreement requires Options to demonstrate or have “good cause” to suspend an employee without pay and/or demote an employee to a lesser paid position, terminate an employee, or otherwise discipline an employee. However, Options will have a “rational reason” for suspending the employee without pay and/or demoting the employee to a lesser paid position, terminating the employee, or otherwise disciplining the employee. A “rational reason” is defined as a good faith reason that is related to Options’ business needs, mission or goals, as determined by Options, and that is not arbitrary or capricious.

17.10. Meetings between employees and supervisors to discuss disciplinary matters shall, to the extent practicable, be conducted privately and in an area that avoids interruptions.
17.11. If Options suspends an employee without pay and/or demotes an employee to a lesser paid position, or terminates an employee, the employee may file a “grievance,” as defined below, under Article 5 -- Grievance Procedure of this Agreement. The basis for the grievance shall be limited to, and the employee shall have the burden of proving that in suspending the employee without pay and/or demoting the employee to a lesser paid position, or terminating the employee:

1. Options was required to but did not follow the progressive discipline procedures set forth in section 17.6 of this Article;

2. Options’ suspension of the grievant without pay and/or demotion of the grievant to a lesser paid position, or termination of the grievant “lacked a rational reason”; or

3. Options’ suspension of the grievant without pay and/or demotion of the grievant to a lesser paid position, or termination of the grievant was in violation of Article 20-- Non Discrimination.

17.12. For purposes of this Agreement “lack of a rational reason” means a bad faith reason that is unrelated to Options’ business needs, mission or goals, as determined by Options, or that is arbitrary or capricious. If reasonable people could disagree with the action taken by Options, the action does not lack a rational reason.

17.13. The application of this Article 17 -- Discipline and Access to Personnel Files, is limited to situations in which Options “disciplines” (as defined in section 17.1) an employee. The provisions of this Article 17 -- Discipline and Access to Personnel Files shall not apply, and neither the Union nor an employee shall have any rights under this Article, in any other circumstances including, but not limited to, layoffs, reorganizations, elimination of positions or jobs, subcontracting, changes in operations, or other actions that Options may take as a result of (i) a reduction in funding from a funding source, (ii) a change in local, state or federal law that results in Options modifying its budget, or (iii) a
financial necessity that results in Options modifying its budget. By way of example and
not limitation, if an employee is discharged from employment, or is transferred to a lesser
paid position as a result of, or in conjunction with, the layoff of employees, the
reorganization of positions in a division, or the restructure of a division, this Article does
not apply.

17.14. For purposes of section 17.7.M, “child abuse” engaged in while performing duties
for Options shall include, but not be limited to, any statement by an employee to a child
which harms or has the potential to harm a child, any physical contact with a child by an
employee which harms or has the potential to harm a child, or any other act or conduct of
an employee which Options believes is reportable to any licensing agency, funding
agency, or child abuse authority.

ARTICLE 18 -- PERFORMANCE EVALUATIONS AND COUNSELING
MEMORANDA

18.1. Generally, and subject to the availability of the participants, Options will provide
a formal written performance evaluation to an employee not less than once a year on or
about the employee’s date of hire anniversary month or as soon thereafter as practicable.
Employees may be given performance evaluations on a more frequent basis, if Options
determines it necessary or appropriate.

18.2. Performance evaluations shall be prepared on forms developed by Options.

18.3. The evaluator(s) shall meet and discuss the written performance evaluation with
the employee at the time the evaluation is given to the employee. Both the evaluator(s)
and the employee will sign the evaluation. The signature of the employee means only that
the employee has received a copy of the evaluation. At the employee's option, he or she
may attach any written comments to the evaluation, at the time of the meeting, or within
five (5) working days after the meeting. Options will distribute one (1) copy of the
evaluation to the employee, and will place the original signature version of the evaluation and any employee attachments in the employee’s personnel file.

18.4. If any major category on the performance evaluation (designated by capital letters on the performance evaluation form) is rated lower than “3” (“Consistently Meets Program Standards”), the following will be included in writing in the evaluation:

18.4.1. A statement of the problem or concern; and

18.4.2. The required improvement, including suggestions as to how to improve.

18.5. If the employee submits written comments on the evaluation as permitted in section 18.3 above, the Division Director shall review and consider the written comments. The Division Director’s review of the written comments may include further examination of matters asserted in the employee’s written comments. Within thirty (30) calendar days from timely receipt of the employee’s written comments, the Division Director will respond to the employee in writing whether the evaluation will be modified. If the Division Director modifies the evaluation, he or she may include such modifications in the response to the employee. The determination of the Division Director will be final and binding and not subject to Article 5 – Grievance Procedure of this Agreement.

18.6. Formal grievances concerning evaluations filed under Article 5 (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed. Any remedy shall be limited to an order to follow the procedures.

18.7. Options may issue written counseling memoranda to employees. Counseling memoranda are to provide instruction and written constructive criticism to the employee about his or her job performance, to assist the employee to improve such performance, and to document the communication. A counseling memorandum may be issued after a face-to-face meeting with the supervisor, or a telephone discussion if the employee or supervisor is unable to meet personally.
18.8. If Options determines that an employee is to be given a counseling memorandum, the following procedures shall apply:

18.8.1. The counseling memorandum will be signed by the issuing supervisor and the employee. The signature of the employee means only that the employee has received a copy of the counseling memorandum.
18.8.2. A copy of the memorandum will be given to the employee.
18.8.3. The employee may respond in writing to the counseling memorandum. Any written response from the employee must be submitted within five (5) working days.
18.8.4. Options shall attach the response to the counseling memorandum and retain it with the memorandum file copy.
18.8.5. The counseling memorandum will be placed in the Division files, and may be placed in the employee’s personnel file.

18.9. Annual evaluations shall not be based solely and exclusively on counseling memoranda issued in prior annual evaluation periods.

18.10. Meetings between employees and supervisors to discuss performance evaluations and counseling memoranda shall, to the extent practicable, be conducted privately and in an area which avoids interruptions.

18.11. Evaluations shall be based on all relevant information, including but not limited, to site visits, observations, paperwork completed or required of the employee, verbal discussions or directions between the employee and the management supervisor, counseling memoranda and any discipline.

18.12. Evaluations of classroom employees, including but not limited to site directors, associate site directors, teachers, assistant teachers, associate teachers, and aides, shall continue to be based on the performance of all duties, responsibilities and tasks, including, but not limited to, the following classroom-related tasks: sweeping of classroom floors, play ground areas and areas adjacent to classrooms such as classroom
porches; mopping and vacuuming of classroom and adjacent floors; raking of sand in play areas; gathering, picking up and disposing of trash; cleaning of toilets, dishes, sinks, counter tops, table tops, trash cans, cubbies, refrigerators, microwave appliances, blinds, window sills and walls.

ARTICLE 19 -- HOURS AND OVERTIME

19.1. The work year of each employee shall be determined by Options.

19.2. Unless otherwise established by Options, and for the purpose of determining overtime compensation, the workweek of employees will be seven (7) consecutive days beginning at 12:01 a.m. Monday and ending at midnight the following Sunday. Options may establish a different workweek for an employee, a group of employees, a classification of employees, or shifts as required to meet the operational needs of Options. The work schedule of an employee or of employees will vary from Division to Division and within the Divisions. The number of weekly and daily hours of work of employees and employees’ work schedules and shifts shall be established and may be changed at the discretion of Options to meet the operational and programmatic needs of Options. If operational and programmatic needs permit, Options will notify an employee at least three (3) days before permanently changing an employee’s established and assigned days worked in the work week or time the employee reports. For purposes of this section 19.2 only, a permanent change means a change which Options intends to continue for six (6) or more months. This provision does not apply to employees in positions whose days worked or reporting time are designated by Options as flexible. Options may avoid incurring overtime compensation by flexing, changing or otherwise modifying an employee’s work schedule or hours of work.

19.3. Hours paid but not worked, for example, hours paid for bereavement leave or paid time off, are not counted as hours worked for any purpose, including for the purpose of calculating overtime compensation.
19.4. In the absence of an alternative or nonstandard workweek arrangement, an employee will receive overtime pay computed at time-and-one-half (1½) of the employee's regular hourly rate of pay for all hours worked in excess of eight (8) hours in a workday and for all hours worked in excess of forty (40) hours in a workweek. An hour of overtime will be paid for only once, and it will not be paid for as if it were two separate overtime hours. Thus, there shall be no pyramiding of overtime hours or pay. For instance, once an employee has been paid overtime for hours worked in excess of eight in a day, those overtime hours do not count toward the weekly forty-hour limit.

19.5. If an alternative or nonstandard workweek is established, such as a 4 day, 40 hour workweek, an employee will receive overtime pay computed at time-and-one-half (1½) of the employee's regular hourly rate of pay for all hours worked in excess of established work day for the alternative work week, in addition to any weekly overtime to which the employee may be entitled under this Article.

19.6. Except as otherwise provided below, employees who work more than five (5) hours in the day are entitled to a minimum thirty (30) minute duty-free unpaid meal period. An employee whose workday is not more than six (6) hours hereby waives any right to a meal period. For employees who are entitled to and who have not waived the meal period, the meal period shall be scheduled by the Division Director, or a designee at any time in accordance with the law other than during the first or last hour of the shift, and whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Those employees who are unable to take a duty-free meal break because their duties and responsibilities require them to ensure the health, safety and welfare of children, may waive the duty-free meal break and take an on-duty paid meal period. Those employees who agree to take an on-duty meal period will sign an agreement to that effect.

19.7. Employees assigned to work more than three and one half (3½) hours a day shall be granted one paid rest period of ten (10) minutes for every four hours of work, or major
fraction thereof. The rest period shall be scheduled by the Division Director, or a
designee. The rest period shall not be used to lengthen the lunch period or shorten the
workday. To ensure the health, safety and welfare of the children and to maintain
licensing ratios, employees who are part of a staff-child ratio shall remain in the facility
during rest breaks. An employee who is not part of a staff-child ratio may leave the
facility during the employee’s rest break.

19.8. Employee Attendance at Lectures, Meetings, Training Programs and Similar
Activities.

19.8.1. Employee attendance at lectures, meetings, training programs and similar
activities shall not be considered as hours worked and accordingly the employee
is not entitled to receive compensation for such hours if:

19.8.1.1. Attendance is outside of the employee's regular working hours,
19.8.1.2. Attendance by the employee is voluntary,
19.8.1.3. The course, lecture, or meeting is not directly related to the
employee's job, and
19.8.1.4. The employee does not perform any productive work during
such attendance.

19.8.2. If the courses, lectures, meetings and similar activities are for the benefit
of the employee, the time spent is not counted as hours work and therefore the
employee is not entitled to receive compensation for such hours, even if the
course, lecture, meeting or the like is related to the employee’s job. Situations
which are not considered hours worked include, but are not limited to: (i) time
spent satisfying federal, California and local government agency requirements to
obtain and/or maintain permits, licenses and certificates; (ii) time spent acquiring
additional units in education or related courses, or in obtaining an Associate of
Arts, Bachelors, Masters or Ph D. degree; (iii) time spent acquiring first aid and
health related certificates, including CPR and preventative health certificates; (iv)
time spent in obtaining health and other forms of clearances; and (v) time spent in
professional growth activities.

19.8.3. The provisions of the federal regulations at 29 C.F.R. §§785.27 through
785.31 shall govern, determine and be applied in interpreting and applying this
section 19.8.

ARTICLE 20 -- NON-DISCRIMINATION

20.1. Consistent with applicable federal, California and local law, Options and the
Union will not unlawfully discriminate against any employee based on race, color,
ancestry, sex (including pregnancy, childbirth and related medical condition), sexual
orientation, national origin, religion, creed, marital status, disability, genetic
characteristics, medical condition, age, citizenship status, veteran status or any other
characteristic protected by applicable law.

20.2. A grievance alleging a violation of this Article 20 shall commence at Step Two of
Article 5 -- Grievance Procedure, and if not resolved shall then proceed to the Executive
Director pursuant to the provisions of Article 5 -- Grievance Procedure.

ARTICLE 21 -- UNION MEMBERSHIP AND DUES DEDUCTIONS

21.1. Union membership or nonmembership shall be voluntary. Each and every
employee in the bargaining unit has the right to join or not to join the Union. However,
after July 1, 2009, every bargaining unit employee who newly and voluntarily elects to
become a member of the Union shall maintain his or her membership in the Union for the
duration of this Agreement as set forth in Article 26 – Duration, except as otherwise
provided for in this Article. No employee will be threatened, coerced, intimidated or
discriminated against by Options, the Union or an employee because of membership or non-membership in the Union.

21.2. Neither the Union, Options nor any employee will make any misrepresentations to any employee regarding the employee’s right to decline to become a member of the Union, or to become a member of the Union under this Agreement. Options and the Union will continue to abide by all applicable laws regarding a bargaining unit employee’s right to join or not join the Union.

21.3. Except as otherwise provided for in this Article, during the term of this Agreement, Options will deduct from the pay of a bargaining unit employee a sum equal to the employee’s monthly union membership dues, which fall due during the month that the employee has authorized, provided that (i) the employee is employed by Options in a position covered by this Agreement at the time such dues obligation becomes due, and (ii) Options receives from the employee the original of an individual, written, unrevoked and voluntarily signed dues deduction authorization form, whose content is consistent with the provisions of this Article, and whose content Options and the Union have agreed upon as set forth in Appendix D, which is attached to this Agreement. In no event shall any deductions be made from an employee’s pay for dues which accrued (i) prior to the date the employee executed the dues deduction authorization or the date Options signs this Agreement, whichever is later, (ii) after the Termination Date of this Agreement as set forth in Article 26 – Duration, (iii) after the employee revokes the deduction authorization, as provided for in this Article, or (iv) if the Union engages in any activity described in Article 6 - No Work Stoppages.
21.4. A bargaining unit employee may revoke his or her authorization for Options to deduct union dues by notifying Options in writing either (i) during the twenty-one (21) days prior to each anniversary date the employee signed the written authorization to deduct Union dues, (ii) on or after the Termination Date of this Agreement set forth in Article 26 – Duration, or (iii) on or after the Expiration Date of this Agreement set forth in Article 26 -- Duration. Options shall promptly forward any such written notices to the Union. Unless the employee revokes his or her written authorizations to deduct Union dues as provided in this Agreement, the employee’s written authorizations shall be automatically renewed from year to year, or as otherwise provided for in this Agreement. The automatic renewal of an employee’s dues deduction authorization(s) shall not add to or otherwise modify sections 21.3 and 21.11 of this Article.

21.5. Options will accept dues payroll deduction authorizations forms from employees at any time. Payroll deduction authorizations, and revocations of payroll deduction authorizations, will become effective for the payroll period starting the first day of the month following the month in which Options receives the employee’s written payroll deduction authorization, or written revocation of the payroll deduction authorization, as the case may be.

21.6. The Union shall advise Options in writing the specific dollar amount of monthly dues Options is to deduct from the wages of bargaining unit employees who have authorized such deductions. Options shall make such deductions in two equal installments from the bimonthly paycheck of each employee who has authorized such deductions.
21.7. Options will mail to the Union all dues deducted from employees by the last calendar day of the month following the month in which Options has made such deductions.

21.8. The Union shall defend, indemnify and hold harmless Options, from and against any and all claims, suits, demands to pay, legal actions or liabilities, whatsoever, and of whatever kind or nature, including necessary expenses of investigation, litigation and actual attorneys' fees and costs, arising out of, related to or connected with any action taken or not taken by Options under this Article, Options’ compliance or attempted compliance with this Article or the requests of the Union pursuant to this Article, or relating to the conduct of the Union in administering this Article. The parties shall attempt to agree upon the legal counsel who shall defend Options as provided for in this Article; however, absent such an agreement, Options shall select legal counsel. In no case shall Options have to pay any funds or money in respect to any actions by Options relating to, arising out of, or connected with this Article, including any remedy relating to, arising out of, or connected with this Article.

21.9. The parties will furnish each other reasonable information needed to fulfill the provisions of this Article.

21.10. Should the Union want to enforce this Article against an employee, the Union shall be solely and exclusively responsible for its enforcement by any means available to the Union under law. Options shall have no obligation, duty or responsibility to enforce any provision of this Article against an employee, including, but not limited to, disciplining, terminating or taking any other action against an employee, who does not become or remain a member in good standing of the Union.
21.11. Notwithstanding any other provisions contained herein, the provisions of this Article, except section 21.8, shall expire and become inoperative as follows: (1) as to any employee who is no longer covered by this Agreement for any reason, including being transferred, promoted or assigned out of the bargaining unit covered by the Agreement; (2) as to all employees on the Termination Date of this Agreement as set forth in Article 26 – Duration; and (3) as to all employees if the Union engages in any activity described in Article 6 - No Work Stoppages.

ARTICLE 22 -- RELATIONSHIP AFFIRMATION

22.1. Mutual Understanding and Commitment. The Union recognizes its obligation to cooperate with Options to assure maximum service to the community through all of Options programs consonant with its obligations to the workers it represents. Options and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered. Options and the Union further affirm that securing stable and adequate funding for all of the programs that Options provides to the community is of mutual interest. The Union will explore opportunities to strengthen and improve funding sources for the programs that Options provides to the community it serves.

22.2. Process for Implementation. In furtherance of the objective outlined in section 1, above, and to establish a process by which the objective can be accomplished, the parties agree to meet at mutually agreeable dates and times to identify specific opportunities and strategies to promote improved funding from the various sources, whether federal, state, or other which may be available for the programs that Options provides. The parties will determine the identity of the participants, but understand and agree that participants selected by either party should have a prominent role, and primary responsibility within Options or the Union to conduct legislative work on behalf of their respective organization.
22.3. Intended Scope. By way of illustration of potential joint efforts, the parties identify the following initiatives may be undertaken jointly: (1) joint advocacy efforts with legislators, both state and federal, (2) joint advocacy in connection with amending existing legislation in a manner which is beneficial to financial well being of Options, (3) joint advocacy for the creation of new programs, or expansion of existing programs, with sufficient and adequate funding, to serve the community, and (4) measures to stabilize existing funding for the various programs within Options.

22.4. Joint Advocacy. Options and the Union further commit to two joint advocacy/lobbying trips to Sacramento between January 10 and the signing of the State Budget each year, in order to advocate for a full cost-of-living contract rate adjustment, increases in contract rates in addition to a cost-of-living adjustment, and to oppose any cuts to rates or funding for child development programs operated by Options and staffed by Options’ employees included in the bargaining unit. Nothing in this Article prevents Options or the Union from advocating for other benefits or programs while on joint advocacy trips.

22.5. Mutual Understanding Regarding Resources. With regard to this Article, and except as specified in section 22.4, the parties understand and agree that the joint efforts undertaken pursuant to this Article are voluntary by both the Union and Options, and that there is no requirement, implied or otherwise, that either party commits a specific level of resources to a specific initiative, nor is it the intent of either party to impose on the other an obligation to expend or dedicate any resources not voluntarily offered to a specific initiative jointly advanced by the parties pursuant to this Article.

22.6. Time Off for Advocacy Activities to Further Mutual Objectives. Options agrees to approve time off, including Personal Time Off or non-paid time off, for bargaining unit employees selected by the Union for the purpose of engaging in advocacy activity to further the mutual goals with respect to funding as long as adequate staffing can be maintained in programs, as determined by Options. Bargaining unit employees wishing
to be approved for time off shall follow the usual procedures for such requests, and shall notify Options with as much advanced notice as is practical. Bargaining unit employees will either use Personal Time Off or be on non-paid status for such period of time.

22.7. Recognition of Non-Allowed Activities. The Union, all bargaining unit employees and Options recognize and agree that Options resources, including its employees during work time, cannot be used to campaign for or support, or campaign against or oppose, any candidate for elected office, or any ballot proposition. Neither can materials campaigning for or supporting a candidate or proposition, or campaigning against or opposing a candidate or ballot proposition be posted in or around agency facilities or distributed within agency facilities, including licensed facilities or on school district grounds. It is also mutually recognized and agreed that public funds cannot be used to lobby for any legislation; this includes the time of any Options employee who is on work time, or any other Options resources. For purposes of this Article only, "work time" shall not include holidays, Personal Time Off or unpaid time, which is for this Article defined as the employee's own time.

22.8. Dignity and Respect. The Union, including its representatives and stewards, the bargaining unit employees and Options will continue to act at all times in a manner which assures proper dignity and respect to each other.

22.9. Non-grievability and Exception. Except for the obligations of the Union and of Options set forth in section 22.4, this article shall not be subject to Article 5 -- *Grievance Procedure* of this Agreement.
ARTICLE 23 -- DIRECT DEPOSIT INCENTIVE

An employee who elects direct deposit and who remains on direct deposit for a period of twelve months of a calendar year, will receive a one-time incentive payment of $50.00. The incentive will be payable to an employee only once.

ARTICLE 24 -- REOPENERS

24.1. Each calendar year, the Union and Options may each elect to reopen for negotiations a maximum of three (3) articles of this Agreement. The party wishing to reopen the article or articles for negotiations shall notify the other party in writing during the month of September of the calendar year.

24.2. If the parties have bargained in good faith over the article or articles that were reopened pursuant to section 24.1 above, and the parties have not reached an agreement regarding that article or those articles, either party may give the other party written notice that the negotiations regarding the article or articles which had been reopened have reached an impasse.

24.3. After notifying the Union as set forth in 24.2 above, Options may implement its proposal regarding an article or more than one article over which the parties have reached an impasse by giving the Union not less than three (3) working days advance written notice of its intention to implement its proposed article or articles.

24.4. Except as modified by this Article, nothing herein changes the provisions of, or limits the parties’ rights and obligations under, Article 26 -- Duration of this Agreement.

24.5. Except as otherwise provided in this Agreement, including, but not limited to, this Article 24 -- Reopeners; Article 3 -- Management Rights, section 3.3; Article 9 -- Wages, section 9.5; Article 8 -- Flexible Benefit Plan, section 8.12; Article 25 -- Negotiations
During the Term of the Agreement and Article 27 -- Separability and Savings, neither Options nor the Union will be obligated to negotiate over wages, hours and terms and conditions of employment during the term of this Agreement.

ARTICLE 25 -- NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

25.1. Before implementing a decision to: (i) eliminate or reduce an hourly rate of pay or hourly rates of pay as provided for in Article 9 -- Wages and Article 3 -- Management Rights, (ii) reduce or eliminate the amount of the flexible benefit credit for employees as provided for in Article 8 -- Flexible Benefit Plan and Article 3 -- Management Rights, or (iii) reduce or eliminate other benefits as provided for in Article 3 -- Management Rights, Options will notify the Union and offer to negotiate the effects of that decision or those decisions on employees. Options and the Union shall meet and negotiate over the effects of such decision or decisions within four (4) days (excluding holidays recognized under this Agreement and weekends) after Options notifies the Union. Options and the Union will continue to meet thereafter and attempt to reach agreement. At the time Options notifies the Union and offers to negotiate under this Article, Options shall present the Union with the facts and documents which are available and which it believes are relevant to the proposed effects of such decision or decisions. Options may present the Union with other relevant facts and documents as the negotiations proceed. If the parties do not agree on such matters within a reasonable amount of time, which shall not exceed fifteen (15) days (excluding holidays recognized under this Agreement and weekends) after the notification to the Union, or a shorter period of time after the notification to the Union if a federal, California or local agency, or any combination of such agencies, subjects Options to a shorter time limit, the obligation to bargain shall be satisfied, and
Options may implement its proposal. Options shall give the Union written notice by facsimile or regular mail of its intent to implement its proposal. Grievances alleging a violation of this section 25.1, which are filed under Article 5 -- *Grievance Procedure*, shall be limited to a claim that the procedures of this section 25.1 have not been followed.

25.2. During the term of this Agreement, as defined in Article 26 -- *Duration*, the provisions of Article 6 -- *No Work Stoppages* shall remain in full force and effect, provided however, that if Options implements its proposals under subsection 25.1 of this Article, the Union may give Options written notice by facsimile or regular mail of its intent to terminate its obligations under Article 6 -- *No Work Stoppages* of this Agreement. Twenty (20) days after such notice is given, the parties shall be relieved of their obligations under Article 6 -- *No Work Stoppages* of this Agreement.

**ARTICLE 26 -- DURATION**

26.1. This Agreement shall become effective on the latest date set forth on the signature page to this Agreement (“the Anniversary Date”), and shall remain in full force and effect through April 26, 2016 (“the Expiration Date”), and thereafter shall continue in effect from year to year; however, either party desiring to modify, amend or terminate this Agreement may do so by giving the other party not less than seventy-five (75) calendar days, written notice before the Expiration Date, and each subsequent anniversary date. During negotiations after the Expiration Date and prior to the Termination Date (as defined below), this Agreement shall remain in full force and effect, provided that after the Expiration Date, or any yearly period thereafter, if appropriate timely notice to amend, modify or terminate has been given, either party may thereafter terminate this
Agreement by providing ten (10) calendar days’ written notice to the other party, and such other notices as may be required by law.

26.2. All provisions of this Agreement shall continue during the entire period prior to the effective date of termination (“the Termination Date”).

ARTICLE 27 -- SEPARABILITY AND SAVINGS

27.1. 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 any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or 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.

27.2. If Options determines that any provision of this Agreement violates or is in conflict with the law of the State of California, or of the law of the United States, including the provisions of federal and/or California funding laws and the regulations and/or administrative directives of federal and/or California funding agencies, Options will notify the Union of that provision of the Agreement, and that provision shall become void, unenforceable and it shall have no force or effect.

27.3. In the event of any such invalidation of any provision of this Agreement under section 27.1 of this Agreement, or in the event that any provision is determined to violate or conflict with law under section 27.2 of this Agreement, the parties agree to meet within thirty (30) days of such determination for the purpose of attempting to negotiate a satisfactory replacement for such provision. If the parties agree on the replacement
provision, it shall be implemented. If the parties impasse on the proposed replacement provision, Options may implement its proposed replacement provision.

27.4. This Article shall not be subject to Article 5 -- Grievance Procedure, of this Agreement.

ARTICLE 28 -- ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and the final, complete and exclusive expression of the terms and conditions of their agreement covering all matters relating to all mandatory subjects of bargaining, including but not limited to wages, benefits, hours and other terms and conditions of employment, and all permissive subjects of bargaining. Any and all prior agreements, representations, negotiations and understandings, oral or written, express or implied, are hereby suspended and merged herein.

ARTICLE 29 -- DESIGNEES

29.1. If the Executive Director is permitted or required to act under any provision of this Agreement, upon written notice to the Union by Options, such action may be performed by a duly authorized designee.

29.2. If a Division Director or the Division Directors are permitted or required to act under the terms of this Agreement, such action may be undertaken by the Executive Director or a duly authorized designee.

ARTICLE 30 -- MISCELLANEOUS

30.1. Notices hereunder shall be in writing and if to the Union shall be sent to Courtni Pugh, Executive Director, 2724 West 8th Street, Los Angeles, California 90005, e-mail address: cpugh@seiu99.org; and if to Options shall be sent to Cliff Marcussen, Executive
Director, 885 South Village Oaks Drive, Suite 21, Covina, California 91724-3615, e-mail address: cmarcussen@optionscc.org. Such addresses may be changed by either party’s written notice to the other.

30.2. This Agreement can be altered or amended only by a written agreement between and signed by the parties hereto.

30.3. If Options institutes a new or changed job classification, it shall determine the work to be performed by the new or materially changed classification and assign a rate of pay thereto. If the Union disagrees with the rate of pay so assigned to the classification by Options it may request within ten (10) calendar days a meeting with Options. If the parties agree in the meeting to change the rate of pay, it shall be effective from the date instituted by Options. If the parties do not so agree, the rate of pay assigned the classification by Options shall prevail for the balance of the term of the Agreement.

30.4. Options may establish job descriptions setting forth the essential functions of the jobs identified, which may be revised by the Employer from time to time. These job descriptions will not be utilized by the Union or employees to restrict the assignment of work or to change a wage or rate of pay, nor may any employee refuse to perform work because it is not described in a job description. The normal duties of an employee may include some of the work of one or more classifications.

30.5. Where this Agreement requires or provides for notice, including written notice, or requires that or provides that information is to be sent, such notice or information may be sent by mail, facsimile, e-mail or courier.

[SIGNATURES ARE ON THE NEXT PAGE]
Dated: November __, 2012

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99

By __________________________
Courtnei Pugh, Executive Director

Dated: November 27, 2012

OPTIONS - A CHILD CARE AND HUMAN SERVICES AGENCY

By __________________________
Cliff Marcussen, Executive Director
APPENDIX A

JOB TITLES AND PAY SCHEDULES FOR BARGAINING UNIT POSITIONS
<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hr. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Step A</td>
<td>15.36</td>
</tr>
<tr>
<td>Teacher Step 1-A</td>
<td>15.73</td>
</tr>
<tr>
<td>Teacher Step 1-B</td>
<td>16.11</td>
</tr>
<tr>
<td>Teacher Step 2</td>
<td>16.92</td>
</tr>
<tr>
<td>Teacher Step 3</td>
<td>17.78</td>
</tr>
<tr>
<td>Teacher Step 4</td>
<td>18.66</td>
</tr>
<tr>
<td>Teacher Step 5</td>
<td>19.60</td>
</tr>
<tr>
<td>Assistant Teacher Step 1</td>
<td>9.92</td>
</tr>
<tr>
<td>Assistant Teacher Step 2</td>
<td>10.43</td>
</tr>
<tr>
<td>Assistant Teacher Step 3</td>
<td>10.94</td>
</tr>
<tr>
<td>Associate Teacher Step A</td>
<td>11.57</td>
</tr>
<tr>
<td>Associate Teacher Step 1</td>
<td>12.14</td>
</tr>
<tr>
<td>Associate Teacher Step 2</td>
<td>12.74</td>
</tr>
<tr>
<td>Associate Teacher Step 3</td>
<td>13.38</td>
</tr>
<tr>
<td>Family Service Specialist Step 1</td>
<td>14.60</td>
</tr>
<tr>
<td>Family Service Specialist Step 2</td>
<td>15.32</td>
</tr>
<tr>
<td>Family Service Specialist Step 3</td>
<td>16.08</td>
</tr>
<tr>
<td>Family Service Specialist Step 4</td>
<td>16.89</td>
</tr>
<tr>
<td>Position Title</td>
<td>Hr. Rate</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Family &amp; Health Resource Specialist Step 1</td>
<td>14.60</td>
</tr>
<tr>
<td>Family &amp; Health Resource Specialist Step 2</td>
<td>15.32</td>
</tr>
<tr>
<td>Family &amp; Health Resource Specialist Step 3</td>
<td>16.08</td>
</tr>
<tr>
<td>Family &amp; Health Resource Specialist Step 4</td>
<td>16.89</td>
</tr>
<tr>
<td>Substitute Teacher Step A</td>
<td>16.88</td>
</tr>
<tr>
<td>Substitute Teacher Step 1</td>
<td>17.31</td>
</tr>
<tr>
<td>Substitute Teacher Step 2</td>
<td>17.72</td>
</tr>
<tr>
<td>Substitute Teacher Step 3</td>
<td>18.61</td>
</tr>
<tr>
<td>Substitute Teacher Step 4</td>
<td>19.53</td>
</tr>
<tr>
<td>Substitute Teacher Step 5</td>
<td>20.52</td>
</tr>
<tr>
<td>Substitute Teacher Step 6</td>
<td>21.54</td>
</tr>
<tr>
<td>Substitute Associate Teacher Step A</td>
<td>12.73</td>
</tr>
<tr>
<td>Substitute Associate Teacher Step 1</td>
<td>13.37</td>
</tr>
<tr>
<td>Substitute Associate Teacher Step 2</td>
<td>14.04</td>
</tr>
<tr>
<td>Substitute Associate Teacher Step 3</td>
<td>14.74</td>
</tr>
<tr>
<td>Substitute Assistant Teacher Step 1</td>
<td>10.91</td>
</tr>
<tr>
<td>Substitute Assistant Teacher Step 2</td>
<td>11.45</td>
</tr>
<tr>
<td>Substitute Assistant Teacher Step 3</td>
<td>12.16</td>
</tr>
<tr>
<td>Receptionist/Component Assistant Step 1</td>
<td>13.48</td>
</tr>
<tr>
<td>Receptionist/Component Assistant Step 2</td>
<td>14.16</td>
</tr>
<tr>
<td>Receptionist/Component Assistant Step 3</td>
<td>14.87</td>
</tr>
<tr>
<td>Receptionist/Component Assistant Step 4</td>
<td>15.61</td>
</tr>
</tbody>
</table>
## OPTIONS - A Child Care and Human Services Agency

### CDC DIVISION

### APPROVED JOB TITLES AND PAY SCHEDULE

(Effective July 1, 2007)

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hr. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Entry Step 1</td>
<td>14.88</td>
</tr>
<tr>
<td>Data Entry Step 2</td>
<td>15.62</td>
</tr>
<tr>
<td>Data Entry Step 3</td>
<td>16.40</td>
</tr>
<tr>
<td>Data Entry Step 4</td>
<td>17.22</td>
</tr>
<tr>
<td>Site Director Step A</td>
<td>17.23</td>
</tr>
<tr>
<td>Site Director Step 1-A</td>
<td>17.66</td>
</tr>
<tr>
<td>Site Director Step 1-B</td>
<td>18.09</td>
</tr>
<tr>
<td>Site Director Step 2</td>
<td>19.00</td>
</tr>
<tr>
<td>Site Director Step 3</td>
<td>19.94</td>
</tr>
<tr>
<td>Site Director Step 4</td>
<td>20.93</td>
</tr>
<tr>
<td>Position Title</td>
<td>Hr. Rate</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Teacher Step A</td>
<td>$ 15.45</td>
</tr>
<tr>
<td>Teacher Step 1</td>
<td>$ 16.14</td>
</tr>
<tr>
<td>Teacher Step 2</td>
<td>$ 17.47</td>
</tr>
<tr>
<td>Teacher Step 3</td>
<td>$ 18.35</td>
</tr>
<tr>
<td>Associate Teacher Step 1</td>
<td>$ 12.39</td>
</tr>
<tr>
<td>Associate Teacher Step 2</td>
<td>$ 12.87</td>
</tr>
<tr>
<td>Associate Teacher Step 3</td>
<td>$ 13.41</td>
</tr>
<tr>
<td>Associate Teacher Step 4</td>
<td>$ 14.08</td>
</tr>
<tr>
<td>Substitute Teacher Step A</td>
<td>$ 15.45</td>
</tr>
<tr>
<td>Substitute Teacher Step 1</td>
<td>$ 16.14</td>
</tr>
<tr>
<td>Substitute Teacher Step 2</td>
<td>$ 17.48</td>
</tr>
<tr>
<td>Substitute Teacher Step 3</td>
<td>$ 18.35</td>
</tr>
<tr>
<td>Substitute Associate Teacher Step 1</td>
<td>$ 12.39</td>
</tr>
<tr>
<td>Substitute Associate Teacher Step 2</td>
<td>$ 12.87</td>
</tr>
<tr>
<td>Substitute Associate Teacher Step 3</td>
<td>$ 13.41</td>
</tr>
<tr>
<td>Substitute Associate Teacher Step 4</td>
<td>$ 14.08</td>
</tr>
<tr>
<td>Secretary Step 1</td>
<td>$ 15.12</td>
</tr>
<tr>
<td>Secretary Step 2</td>
<td>$ 15.73</td>
</tr>
<tr>
<td>Secretary Step 3</td>
<td>$ 16.38</td>
</tr>
<tr>
<td>Receptionist/Component Assistant Step 1</td>
<td>$ 13.15</td>
</tr>
<tr>
<td>Receptionist/Component Assistant Step 2</td>
<td>$ 13.81</td>
</tr>
<tr>
<td>Receptionist/Component Assistant Step 3</td>
<td>$ 14.49</td>
</tr>
<tr>
<td>Receptionist/Component Assistant Step 4</td>
<td>$ 15.22</td>
</tr>
<tr>
<td>Position Title</td>
<td>Hr. Rate</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Data Entry Step 1</td>
<td>$ 13.86</td>
</tr>
<tr>
<td>Data Entry Step 2</td>
<td>$ 14.55</td>
</tr>
<tr>
<td>Data Entry Step 3</td>
<td>$ 15.27</td>
</tr>
<tr>
<td>Data Entry Step 4</td>
<td>$ 16.04</td>
</tr>
<tr>
<td>Family Service Specialist Step 1</td>
<td>$ 13.86</td>
</tr>
<tr>
<td>Family Service Specialist Step 2</td>
<td>$ 14.55</td>
</tr>
<tr>
<td>Family Service Specialist Step 3</td>
<td>$ 15.27</td>
</tr>
<tr>
<td>Family Service Specialist Step 4</td>
<td>$ 16.04</td>
</tr>
<tr>
<td>Dental Resources Specialist</td>
<td>$ 13.86</td>
</tr>
<tr>
<td>Parent Educator Step A</td>
<td>$ 15.45</td>
</tr>
<tr>
<td>Parent Educator Step 1</td>
<td>$ 16.14</td>
</tr>
<tr>
<td>Parent Educator Step 2</td>
<td>$ 17.47</td>
</tr>
<tr>
<td>Parent Educator Step 3</td>
<td>$ 18.35</td>
</tr>
<tr>
<td>Substitute Parent Educator/Teacher Step 1</td>
<td>$ 16.14</td>
</tr>
<tr>
<td>Substitute Parent Educator/Teacher Step 2</td>
<td>$ 17.47</td>
</tr>
<tr>
<td>Substitute Parent Educator/Teacher Step 3</td>
<td>$ 18.35</td>
</tr>
<tr>
<td>Component Assistant Step 1</td>
<td>$ 13.15</td>
</tr>
<tr>
<td>Component Assistant Step 2</td>
<td>$ 13.69</td>
</tr>
<tr>
<td>Component Assistant Step 3</td>
<td>$ 14.23</td>
</tr>
<tr>
<td>Component Assistant Step 4</td>
<td>$ 14.81</td>
</tr>
<tr>
<td>Component Aid/Sub Step 1</td>
<td>$ 13.86</td>
</tr>
<tr>
<td>Component Aid/Sub Step 2</td>
<td>$ 14.55</td>
</tr>
<tr>
<td>Component Aid/Sub Step 3</td>
<td>$ 15.27</td>
</tr>
<tr>
<td>Component Aid/Sub Step 4</td>
<td>$ 16.04</td>
</tr>
<tr>
<td>Position Title</td>
<td>Hr. Rate</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Assistant Enrollment Specialist Step 1</td>
<td>$13.89</td>
</tr>
<tr>
<td>Assistant Enrollment Specialist Step 2</td>
<td>$14.60</td>
</tr>
<tr>
<td>Assistant Enrollment Specialist Step 3</td>
<td>$15.32</td>
</tr>
<tr>
<td>Associate Teacher Step A</td>
<td>$10.40</td>
</tr>
<tr>
<td>Associate Teacher Step 1</td>
<td>$10.93</td>
</tr>
<tr>
<td>Associate Teacher Step 2</td>
<td>$11.50</td>
</tr>
<tr>
<td>Associate Teacher Step 3</td>
<td>$12.08</td>
</tr>
<tr>
<td>Associate Teacher Step 4</td>
<td>$12.68</td>
</tr>
<tr>
<td>Site Director/Teacher Step A</td>
<td>$15.93</td>
</tr>
<tr>
<td>Site Director/Teacher Step 1</td>
<td>$16.75</td>
</tr>
<tr>
<td>Site Director/Teacher Step 2</td>
<td>$17.58</td>
</tr>
<tr>
<td>Site Director/Teacher Step 3</td>
<td>$18.46</td>
</tr>
<tr>
<td>Substitute Assoc Teacher Step A</td>
<td>$10.40</td>
</tr>
<tr>
<td>Substitute Assoc Teacher Step 1</td>
<td>$10.93</td>
</tr>
<tr>
<td>Substitute Assoc Teacher Step 2</td>
<td>$11.50</td>
</tr>
<tr>
<td>Substitute Assoc Teacher Step 3</td>
<td>$12.08</td>
</tr>
<tr>
<td>Substitute Assoc Teacher Step 4</td>
<td>$12.68</td>
</tr>
<tr>
<td>Substitute Teacher Step B</td>
<td>$14.93</td>
</tr>
<tr>
<td>Substitute Teacher Step A</td>
<td>$15.65</td>
</tr>
<tr>
<td>Substitute Teacher Step 1</td>
<td>$16.97</td>
</tr>
<tr>
<td>Substitute Teacher Step 2</td>
<td>$18.75</td>
</tr>
<tr>
<td>Substitute Teacher Step 3</td>
<td>$19.68</td>
</tr>
</tbody>
</table>
OPTIONS - A Child Care and Human Services Agency
STATE PRESCHOOL
APPROVED JOB TITLES AND PAY SCHEDULE
(Effective July 1, 2007)

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hr. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate Site Director/Teacher Step B</td>
<td>$12.44</td>
</tr>
<tr>
<td>Associate Site Director/Teacher Step A</td>
<td>$13.05</td>
</tr>
<tr>
<td>Associate Site Director/Teacher Step 1</td>
<td>$14.15</td>
</tr>
<tr>
<td>Associate Site Director/Teacher Step 2</td>
<td>$15.62</td>
</tr>
<tr>
<td>Associate Site Director/Teacher Step 3</td>
<td>$16.40</td>
</tr>
<tr>
<td>Secretary</td>
<td>$16.22</td>
</tr>
<tr>
<td>Receptionist Step 1</td>
<td>$13.89</td>
</tr>
<tr>
<td>Receptionist Step 2</td>
<td>$14.59</td>
</tr>
<tr>
<td>Receptionist Step 3</td>
<td>$15.32</td>
</tr>
<tr>
<td>Receptionist Step 4</td>
<td>$16.09</td>
</tr>
<tr>
<td>Position Title</td>
<td>Hr. Rate</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Enrollment Specialist Step 1</td>
<td>$ 15.56</td>
</tr>
<tr>
<td>Enrollment Specialist Step 2</td>
<td>$ 16.34</td>
</tr>
<tr>
<td>Enrollment Specialist Step 3</td>
<td>$ 17.15</td>
</tr>
<tr>
<td>Enrollment Specialist Step 4</td>
<td>$ 18.00</td>
</tr>
<tr>
<td>Health Specialist Step 1</td>
<td>$ 15.56</td>
</tr>
<tr>
<td>Health Specialist Step 2</td>
<td>$ 16.34</td>
</tr>
<tr>
<td>Health Specialist Step 3</td>
<td>$ 17.15</td>
</tr>
<tr>
<td>Aide</td>
<td>$ 9.00</td>
</tr>
<tr>
<td>Clerk/Data Entry Step 1</td>
<td>$ 13.89</td>
</tr>
<tr>
<td>Clerk/Data Entry Step 2</td>
<td>$ 14.59</td>
</tr>
<tr>
<td>Clerk/Data Entry Step 3</td>
<td>$ 15.32</td>
</tr>
<tr>
<td>Clerk/Data Entry Step 4</td>
<td>$ 16.09</td>
</tr>
<tr>
<td>Clerk/Data Entry Step 5</td>
<td>$ 16.90</td>
</tr>
<tr>
<td>Position Title</td>
<td>Hr. Rate</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Double Session Site Dir./Teacher Step A</td>
<td>$19.11</td>
</tr>
<tr>
<td>Double Session Site Dir./Teacher Step 1</td>
<td>$20.09</td>
</tr>
<tr>
<td>Double Session Site Dir./Teacher Step 2</td>
<td>$21.11</td>
</tr>
<tr>
<td>Double Session Site Dir./Teacher Step 3</td>
<td>$22.15</td>
</tr>
<tr>
<td>Dbl. Session Assoc Site Dir./Teacher Step B</td>
<td>$14.93</td>
</tr>
<tr>
<td>Dbl. Session Assoc Site Dir./Teacher Step A</td>
<td>$15.65</td>
</tr>
<tr>
<td>Dbl. Session Assoc Site Dir./Teacher Step 1</td>
<td>$16.97</td>
</tr>
<tr>
<td>Dbl. Session Assoc Site Dir./Teacher Step 2</td>
<td>$18.75</td>
</tr>
<tr>
<td>Dbl. Session Assoc Site Dir./Teacher Step 3</td>
<td>$19.68</td>
</tr>
</tbody>
</table>
OPTIONS - A Child Care and Human Services Agency
SURROUND CARE DIVISION
APPROVED JOB TITLES AND PAY SCHEDULE
(Effective July 1, 2007)

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hr. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Director/Teacher Regular Site) Step 1</td>
<td>$ 13.22</td>
</tr>
<tr>
<td>Site Director/Teacher (Regular Site) Step 2</td>
<td>$ 14.15</td>
</tr>
<tr>
<td>Site Director/Teacher (Regular Site) Step 3</td>
<td>$ 15.02</td>
</tr>
<tr>
<td>Site Director/Teacher (Regular Site) Step 4</td>
<td>$ 16.48</td>
</tr>
<tr>
<td>Site Director/Teacher (Regular Site) Step 5</td>
<td>$ 17.30</td>
</tr>
<tr>
<td>Site Director/Teacher (Regular Site) Step 6</td>
<td>$ 18.34</td>
</tr>
<tr>
<td>Site Director/Teacher (Large Site) Step 1</td>
<td>$ 14.52</td>
</tr>
<tr>
<td>Site Director/Teacher (Large Site) Step 2</td>
<td>$ 15.25</td>
</tr>
<tr>
<td>Site Director/Teacher (Large Site) Step 3</td>
<td>$ 16.00</td>
</tr>
<tr>
<td>Site Director/Teacher (Large Site) Step 4</td>
<td>$ 17.31</td>
</tr>
<tr>
<td>Site Director/Teacher (Large Site) Step 5</td>
<td>$ 18.18</td>
</tr>
<tr>
<td>Site Director/Teacher (Large Site) Step 6</td>
<td>$ 19.27</td>
</tr>
<tr>
<td>Assistant Teacher Step 1</td>
<td>$ 10.32</td>
</tr>
<tr>
<td>Assistant Teacher Step 2</td>
<td>$ 10.71</td>
</tr>
<tr>
<td>Assistant Teacher Step 3</td>
<td>$ 11.07</td>
</tr>
<tr>
<td>Assistant Teacher Step 4</td>
<td>$ 11.45</td>
</tr>
<tr>
<td>Site Director/Teacher (X-Large Site) Step 1</td>
<td>$ 15.25</td>
</tr>
<tr>
<td>Site Director/Teacher (X-Large Site) Step 2</td>
<td>$ 16.02</td>
</tr>
<tr>
<td>Site Director/Teacher (X-Large Site) Step 3</td>
<td>$ 16.81</td>
</tr>
<tr>
<td>Site Director/Teacher (X-Large Site) Step 4</td>
<td>$ 18.18</td>
</tr>
<tr>
<td>Site Director/Teacher (X-Large Site) Step 5</td>
<td>$ 19.08</td>
</tr>
<tr>
<td>Site Director/Teacher (X-Large Site) Step 6</td>
<td>$ 20.23</td>
</tr>
</tbody>
</table>

Note: Site Director/Teacher Steps
Site Director/Teachers at a Title 22 site may be placed on Steps 1, 2 or 3 only.
Site Director/Teachers at a Title 5 site may be placed on Steps 3, 4 or 5 only.
<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hr. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Substitute/Office Assistant Step 1</td>
<td>$ 14.52</td>
</tr>
<tr>
<td>Teacher Substitute/Office Assistant Step 2</td>
<td>$ 15.25</td>
</tr>
<tr>
<td>Teacher Substitute/Office Assistant Step 3</td>
<td>$ 16.00</td>
</tr>
<tr>
<td>Teacher Substitute/Office Assistant Step 4</td>
<td>$ 17.31</td>
</tr>
<tr>
<td>Teacher Substitute/Office Assistant Step 5</td>
<td>$ 18.18</td>
</tr>
<tr>
<td>Teacher Substitute/Office Assistant Step 6</td>
<td>$ 19.27</td>
</tr>
<tr>
<td>Receptionist Step 1</td>
<td>$ 12.61</td>
</tr>
<tr>
<td>Receptionist Step 2</td>
<td>$ 13.23</td>
</tr>
<tr>
<td>Receptionist Step 3</td>
<td>$ 13.89</td>
</tr>
<tr>
<td>Receptionist Step 4</td>
<td>$ 14.60</td>
</tr>
<tr>
<td>Data Entry Step 1</td>
<td>$ 12.61</td>
</tr>
<tr>
<td>Data Entry Step 2</td>
<td>$ 13.23</td>
</tr>
<tr>
<td>Data Entry Step 3</td>
<td>$ 13.89</td>
</tr>
<tr>
<td>Data Entry Step 4</td>
<td>$ 14.60</td>
</tr>
<tr>
<td>Data Entry Step 5</td>
<td>$ 15.32</td>
</tr>
</tbody>
</table>
OPTIONS - A Child Care and Human Services Agency  
SURROUND CARE DIVISION  
APPROVED JOB TITLES AND PAY SCHEDULE  
(Effective July 1, 2007)

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hr. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Step 1</td>
<td>$ 13.22</td>
</tr>
<tr>
<td>Teacher Step 2</td>
<td>$ 14.15</td>
</tr>
<tr>
<td>Teacher Step 3</td>
<td>$ 15.02</td>
</tr>
<tr>
<td>Teacher Step 4</td>
<td>$ 16.48</td>
</tr>
<tr>
<td>Assistant Teacher Sub/Office Asst Step 1</td>
<td>$ 11.36</td>
</tr>
<tr>
<td>Assistant Teacher Sub/Office Asst Step 2</td>
<td>$ 11.79</td>
</tr>
<tr>
<td>Assistant Teacher Sub/Office Asst Step 3</td>
<td>$ 12.18</td>
</tr>
<tr>
<td>Assistant Teacher Sub/Office Asst Step 4</td>
<td>$ 12.59</td>
</tr>
<tr>
<td>Enrollment Specialist Step 1</td>
<td>$ 14.88</td>
</tr>
<tr>
<td>Enrollment Specialist Step 2</td>
<td>$ 15.62</td>
</tr>
<tr>
<td>Enrollment Specialist Step 3</td>
<td>$ 16.41</td>
</tr>
<tr>
<td>Enrollment Specialist Step 4</td>
<td>$ 17.23</td>
</tr>
<tr>
<td>Asst. Enrollment Specialist Step 1</td>
<td>$ 13.56</td>
</tr>
<tr>
<td>Asst. Enrollment Specialist Step 2</td>
<td>$ 14.24</td>
</tr>
<tr>
<td>Asst. Enrollment Specialist Step 3</td>
<td>$ 14.94</td>
</tr>
<tr>
<td>Secretary</td>
<td>$ 16.22</td>
</tr>
</tbody>
</table>

Note: Teacher Steps

Teachers at Title 22 site may be placed on Steps 1 or 2 only.

Teachers at Title 5 sites may be placed on Steps 3 or 4 only.
APPENDIX B

EDUCATION AND OTHER REQUIREMENTS FOR

JOB STEP INCREASES FOR BARGAINING UNIT POSITIONS
Title:
♦ Assistant Teacher
♦ Substitute Assistant Teacher

Division:
♦ Child Development Centers

Step 1
Education and Qualifications:
♦ Six semester units of Child Development, with a passing grade of "C" or better.
♦ Six months of experience working with children.

Step 2
Education and Qualifications:
♦ Nine semester units of Child Development, with a passing grade of "C" or better.
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Twelve semester units of Child Development, with a passing grade of "C" or better.
♦ Current Child Development Assistant Teacher Permit in hand.
♦ Two years in position.
♦ Satisfactory job evaluation.
OPTIONS—A CHILD CARE AND HUMAN SERVICES AGENCY

Job Steps

Title:
♦ Associate Teacher
♦ Substitute Associate Teacher

Division:
♦ Child Development Centers

Step A
Education and Qualifications:
♦ Qualifies for a Child Development Associate Teacher Permit.
♦ Twelve semester units in Child Development, with a passing grade of "C" or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Eighteen months working experience working with children.

Step 1
Education and Qualifications:
♦ Current Child Development Associate Teacher Permit in hand.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Eighteen months experience working with children.

Step 2
Education and Qualifications:
♦ Current Child Development Associate Teacher Permit in hand.
♦ Three semester units of Administration, with a passing grade of "C" or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Current Child Development Associate Teacher Permit in hand.
♦ Three semester units of Administration, with a passing grade of "C" or better.
♦ Four units in General Education, with a passing grade of "C" or better.
♦ Twenty semester units in Child Development, with a passing grade of "C" or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Two years in position.
♦ Satisfactory job evaluation.
Job Steps

Title:
♦ Family Service Specialist
♦ Family and Health Resource Specialist

Division:
♦ Child Development Centers

Step 1
Education and Qualifications:
♦ Twelve semester units in social work, psychology, sociology, or related field, with a passing grade of “C” or better.
♦ Ability to advocate for parents with federal, state and private agencies to obtain services.
♦ Ability to correctly and effectively communicate in written and oral English.

Step 2
Education and Qualifications:
♦ Two years in position.
♦ Eighteen semester units in social work, psychology, sociology, or related field, with a passing grade of “C” or better.
♦ Satisfactory job evaluation.

OR
♦ AA degree in social work, psychology, sociology or related field (as deemed by the agency).
♦ Six months in position.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Three years in position.
♦ Twenty-four semester units in social work, psychology, sociology or related field, with a passing grade of “C” or better.
♦ Satisfactory job evaluation.

OR
♦ Two years in position.
♦ AA degree in social work, psychology, sociology or related field (as deemed by the agency).
♦ Twelve semester units toward BA degree in social work, psychology, sociology or related field, with a passing grade of “C” or better.
♦ Satisfactory job evaluation.
Step 4

Education and Qualifications:

- Four years in position.
- Thirty-six semester units of college in social work, psychology, sociology or related field, with a passing grade of “C” or better.
- Satisfactory job evaluation.

OR

- Three years in position.
- BA degree in social work, psychology, sociology or related field (as deemed by the agency).
- Satisfactory job evaluation.
Title:
♦ Receptionist/Component Assistant

Division:
♦ Child Development Centers

Step 1
Education and Qualifications:
♦ Word processing and computer literacy skills.
♦ Ability to type forty words per minute with accuracy.
♦ Two years data entry experience.

Step 2
Education and Qualifications:
♦ Two years in position.
♦ Satisfactory job evaluation.
OR
♦ One year in position.
♦ Three semester units in data entry or computer related courses, with a passing grade of “C” or better.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Four years in position.
♦ Satisfactory job evaluation.
OR
♦ Two years in position.
♦ Six semester units in data entry, with a passing grade of “C” or better.
♦ Satisfactory job evaluation.

Step 4
Education and Qualifications:
♦ Six years in position.
♦ Satisfactory job evaluation.
OR
♦ Nine semester units in data entry or computer related courses, with a passing grade of “C” or better.
♦ Three years in position.
♦ Satisfactory job evaluation.
Title:
♦ Data Entry

Division:
♦ Child Development Centers

Step 1
Education and Qualifications:
♦ Word processing and computer literacy skills.
♦ Ability to type forty words per minute with accuracy.
♦ Two years data entry experience.

Step 2
Education and Qualifications:
♦ Two years in position.
♦ Satisfactory job evaluation.
OR
♦ One year in position.
♦ Three semester units in data entry or computer related courses, with a passing grade of “C” or better.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Four years in position.
♦ Satisfactory job evaluation.
OR
♦ Two years in position.
♦ Six semester units in data entry, with a passing grade of “C” or better.
♦ Satisfactory job evaluation.

Step 4
Education and Qualifications:
♦ Six years in position.
♦ Satisfactory job evaluation.
OR
♦ Nine semester units in data entry or computer related courses, with a passing grade of “C” or better.
♦ Three years in position.
♦ Satisfactory job evaluation.
OPTIONS — A CHILD CARE AND HUMAN SERVICES AGENCY

Job Steps

Title:
♦ Site Director

Division:
♦ Child Development Centers

Step A
Education and Qualifications:
♦ Qualifies for Child Development Site Supervisor Permit.
♦ Three years classroom teaching experience with preschool children.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 1-A (starting step for non-Child Start Site Directors)
Education and Qualifications:
♦ Current Site Supervisor Permit in hand.
♦ Three years teaching experience.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 1-B (starting step for Child Start Site Directors)
Education and Qualifications:
♦ Current Site Supervisor Permit in hand.
♦ Three years teaching experience.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ AA degree in Child Development or related field (as deemed by the agency).

Step 2
Education and Qualifications:
♦ AA degree in Child Development or related field (as deemed by the agency).
♦ Current Site Supervisor Permit in hand.
♦ One year in position.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.
Job Steps
Site Director
Page 2

Step 3
Education and Qualifications:
♦ BA in Child Development or related field (as deemed by the agency).
♦ Current Program Director Permit in hand.
♦ Two years in position.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.

Step 4
♦ Education and Qualifications:
♦ BA in Child Development or related field (as deemed by the agency).
♦ Fifteen semester units in graduate studies in Child Development or related field (as deemed by the agency), with a passing grade of “C” or better.
♦ Current Program Director Permit in hand.
♦ Two years in position.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.
OPTIONS — A CHILD CARE AND HUMAN SERVICES AGENCY

Job Steps

Title:
♦ Teacher
♦ Substitute Teacher

Division:
♦ Child Development Centers

Step A
Education and Qualifications:
♦ Qualifies for Child Development Teacher Permit.
♦ Three years experience working with children.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 1-A (starting step for non-Child Start Teachers and all Substitute Teachers)
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Three semester units of Administration, with a passing grade of “C” or better.
♦ Three years teaching experience.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 1-B (starting step for Child Start Teachers)
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Three semester units of Administration, with a passing grade of “C” or better.
♦ Three years teaching experience.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ AA degree in Child Development or related field (as deemed by the agency).

Step 2
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Six semester units of Administration, with a passing grade of “C” or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ One year in position.
♦ AA degree in Child Development or related field (as deemed by the agency).
♦ Satisfactory job evaluation.
Step 3
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Six semester units of Administration, with a passing grade of “C” or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Two years in position.
♦ AA degree in Child Development or related field (as deemed by the agency).
♦ Satisfactory job evaluation.

Step 4
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Six semester units of Administration, with a passing grade of “C” or better.
♦ BA degree in Child Development or related field (as deemed by the agency).
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Three years in position.
♦ Satisfactory job evaluation.

Step 5
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Six semester units of Administration, with a passing grade of “C” or better.
♦ BA degree in Child Development or related field (as deemed by the agency).
♦ Fifteen semester units in graduate studies in Child Development or related field (as deemed by the agency).
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Four years in position.
♦ Satisfactory job evaluation.
Job Steps

Title:
♦ Associate Site Director/Teacher
♦ Substitute Teacher

Division:
♦ State Preschool

Step B
Education and Qualifications:
♦ Qualifies for a Child Development Teacher Permit.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step A
Education and Qualifications:
♦ Current Child Development Teacher Permit.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 1
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Three semester units in Administration with a passing grade of “C” or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 2
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Six semester units in Administration with a passing grade of “C” or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.
Job Steps
Associate Site Director/Teacher
Substitute Teacher
Page 2

Step 3
Education and Qualifications:
- Current Child Development Teacher Permit in hand.
- Six semester units in Administration, with a passing grade of “C” or better.
- Two semester units in adult supervision with a passing grade of “C” or better.
- AA Degree in Child Development or related field (as deemed by the agency).
- Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
- Satisfactory job evaluation.
Title:
♦ Assistant Enrollment Specialist

Division:
♦ State Preschool

Step 1
**Education and Qualifications:**
♦ Six semester units in business/secretarial, with a passing grade of “C” or three semester units in business/secretarial and three semester units in Child Development with a passing grade of “C” or better.
♦ One year experience working with children and/or parents or one year office experience.
♦ Type thirty-five words per minute accurately.

Step 2
**Education and Qualifications:**
♦ Nine semester units in business/secretarial, with a passing grade of “C” or better.
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
**Education and Qualifications:**
♦ Twelve semester units in business/secretarial, with a passing grade of “C” or better.
♦ Two years in position.
♦ Satisfactory job evaluation.
Job Steps

Title:
- Associate Teacher
- Substitute Associate Teacher

Division:
- State Preschool

Step A
**Education and Qualifications:**
- Nine semester units of Child Development with passing grade of “C” or better.
- One year of experience working with children.

Step 1
**Education and Qualifications:**
- Twelve semester units of Child Development with passing grade of “C” or better.
- One year of experience working with children.

Step 2
**Education and Qualifications:**
- Fifteen semester units of Child Development with a passing grade of “C” or better.
- One year in position.
- Satisfactory job evaluation.

Step 3
**Education and Qualifications:**
- Eighteen semester units of Child Development with a passing grade of “C” or better
- Eighteen months in position.
- Satisfactory job evaluation.

Step 4
**Education and Qualifications:**
- Twenty-seven semester units, with twenty-one semester units of Child Development, with passing grade of “C” or better.
- Two years in position.
- Satisfactory job evaluation.
Job Steps

Title:
♦ Clerk/Data Entry

Division:
♦ State Preschool

Step 1
Education and Qualifications:
♦ Two years data entry experience.
♦ Type forty words per minute accurately.

Step 2
Education and Qualifications:
♦ Six semester units in business/secretarial, with a passing grade of “C” or better.
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Nine semester units in business/secretarial, with a passing grade of “C” or better.
♦ Two years in position.
♦ Satisfactory job evaluation.

Step 4
Education and Qualifications:
♦ Twelve semester units in business/secretarial, with a passing grade of “C” or better.
♦ Three years in position.
♦ Satisfactory job evaluation.

Step 5
Education and Qualifications:
♦ Fifteen semester units in business/secretarial, with a passing grade of “C” or better.
♦ Three years in position.
♦ Satisfactory job evaluation.
OPTIONS — A CHILD CARE AND HUMAN SERVICES AGENCY

Job Steps

Title:
♦ Enrollment Specialist

Division:
♦ State Preschool

Step 1
Education and Qualifications:
♦ Twelve semester units in business/secretarial or six semester units in Child Development and six semester units in business/secretarial, with a passing grade of “C” or better.
♦ One year of experience working with children or parent or one year office experience.
♦ Type thirty-five works per minute accurately.

Step 2
Education and Qualifications:
♦ Eighteen semester units in business/secretarial or six semester units in Child Development and twelve semester units in business/secretarial, with a passing grade of “C” or better.
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Twenty-four semester units in business/secretarial or six semester units in Child Development and eighteen semester units in business/secretarial, with a passing grade of “C” or better.
♦ Two years in position.
♦ Satisfactory job evaluation.

Step 4
Education and Qualifications:
♦ Thirty semester units in business/secretarial or six semester units in Child Development and twenty-four semester units in business/secretarial, with a passing grade of “C” or better.
♦ Three years in position.
♦ Satisfactory job evaluation.
Job Steps

Title:
♦ Health Specialist

Division:
♦ State Preschool

Step 1
Education and Qualifications:
♦ Twelve semester units in nursing or health related field, with a passing grade of “C” or better.
♦ One year office experience or classroom experience.
♦ Type thirty-five words per minute.

Step 2
Education and Qualifications:
♦ Eighteen semester units in nursing or health related field, with a passing grade of “C” or better.
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Twenty-four semester units in nursing or health related field, with a passing grade of “C” or better.
♦ Two years in position.
♦ Satisfactory job evaluation.
Title:
♦ Receptionist

Division:
♦ State Preschool

Step 1
Education and Qualifications:
♦ General secretarial experience.
♦ Type forty words per minute.
♦ Computer word processing skills.

Step 2
Education and Qualifications:
♦ Six semester units in business/secretarial completed with a passing grade of “C” or better.
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Nine semester units in business/secretarial completed with a passing grade of “C” or better.
♦ Two years in position.
♦ Satisfactory job evaluation.

Step 4
Education and Qualifications:
♦ Twelve semester units in business/secretarial completed with a passing grade of “C” or better.
♦ Three years with agency in position.
♦ Satisfactory job evaluation.
Job Steps

Title:
♦ Site Director/Teacher

Division:
♦ State Preschool

Step A
Education and Qualifications:
♦ Is within six semester units of qualifying for a Site Supervisor Permit.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 1
Education and Qualifications:
♦ Current Site Supervisor Permit in hand.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation
♦ Three years teaching experience.

Step 2
Education and Qualifications:
♦ Current Site Supervisor Permit in hand.
♦ AA degree in Child Development or related field (as deemed by the agency).
♦ One year in position.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Current Site Supervisor Permit in hand.
♦ One year in position.
♦ BA in Child Development or related field (as deemed by the agency).
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.
Job Steps

Title:
- Associate Teacher
- Component Aide/Substitute
- Substitute Associate Teacher

Division:
- Head Start

Step 1
Education and Qualifications:
- Twelve semester units in Child Development with a passing grade of “C” or better.
- Six months experience working with children.
- Type thirty words per minute with accuracy (Component Aide/Substitute).

Step 2
Education and Qualifications:
- Twenty-four semester units in Child Development with a passing grade of “C” or better.
- Satisfactory job evaluation.
- One year in position.

Step 3
Education and Qualifications:
- AA in Child Development or related field (as deemed by the agency).
- Satisfactory job evaluation.
- Two years in position.

Step 4
Education and Qualifications:
- BA degree in Child Development or related field (as deemed by the agency).
- Satisfactory job evaluation.
- Three years in position.
Title:
♦ Component Assistant

Division:
♦ Head Start

Step 1
**Education and Qualifications:**
♦ Two years office experience.
♦ Ability to type thirty words per minute.

Step 2
**Education and Qualifications:**
♦ Satisfactory job evaluation.
♦ Three years in position.
**OR**
♦ Two years in position.
♦ Three semester units in business/secretarial, with a passing grade of “C” or better.

Step 3
**Education and Qualifications:**
♦ Satisfactory job evaluation.
♦ Four years in position.
♦ Three semester units in business/secretarial, with a passing grade of “C” or better.
**OR**
♦ Three years in position.
♦ Nine semester units in business/secretarial, with a passing grade of “C” or better.

Step 4
**Education and Qualifications:**
♦ Satisfactory job evaluation.
♦ Five years in position.
♦ Twelve semester units in business/secretarial, with a passing grade of “C” or better.
OPTIONS — A CHILD CARE AND HUMAN SERVICES AGENCY

Job Steps

Title:
♦ Data Entry

Division:
♦ Head Start

Step 1
Education and Qualifications:
♦ Word processing and computer literacy skills.
♦ Ability to type forty words per minute with accuracy.
♦ Two years data entry experience.

Step 2
Education and Qualifications:
♦ Satisfactory job evaluation.
♦ Three years in position.
OR
♦ Two years in position.
♦ Three semester units in data entry or computer related courses, with a passing grade of “C” or better.

Step 3
Education and Qualifications:
♦ Satisfactory job evaluation.
♦ Four years in position.
♦ Three units in data entry or computer related courses, with a passing grade of “C” or better.
OR
♦ Three years in position.
♦ Nine semester units in data entry, with a passing grade of “C” or better.

Step 4
Education and Qualifications:
♦ Satisfactory job evaluation.
♦ Five years in position.
♦ Twelve semester units in data entry or computer related courses, with a passing grade of “C” or better.
Title:
- Family Service Specialist

Division:
- Head Start

Step 1
Education and Qualifications:
- Twelve semester units in social work, psychology, or sociology, or related field, with a passing grade of “C” or better.
- Ability to advocate for parents with federal, state and private agencies to obtain services.
- Ability to correctly and effectively communicate in written and oral English (some positions may require Spanish and Chinese language skills).

Step 2
Education and Qualifications:
- Two years in position.
- Eighteen semester units in social work, psychology, or sociology, or related field, with a passing grade of “C” or better.
- Satisfactory job evaluation.
OR
- AA degree in social work, psychology, sociology or related field.
- Six months in position.
- Satisfactory job evaluation.

Step 3
Education and Qualifications:
- Three years in position.
- Twenty-four semester units of college coursework in social work, psychology, sociology or related field, with a passing grade of “C” or better.
- Satisfactory job evaluation.

OR
- Two years in position.
- AA degree in social work, psychology, sociology or related field (as deemed by the agency).
- Twelve semester units toward BA degree in social work, psychology, sociology or related field, with a passing grade of “C” or better.
- Satisfactory job evaluation.
Job Steps

Title:
♦ Teacher
♦ Parent Educator

Division:
♦ Head Start

Step A
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Four years teaching experience.

Step 1
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ AA degree in Child Development or related field.
♦ Three semester units in administration, with a passing grade of “C” or better.
♦ Site Director qualified per Community Care Licensing.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 2
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Three semester units in administration, with a passing grade of “C” or better.
♦ BA Degree in Child Development or related field (as deemed by the agency).
♦ Two years in position.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.
Step 3

Education and Qualifications:

♦ Current Child Development Teacher Permit in hand.
♦ Three semester units in administration, with a passing grade of "C" or better.
♦ BA Degree in Child Development or related field (as deemed by the agency).
♦ Fifteen semester units in graduate studies in Child Development or related field with a passing grade of "C" or better (as deemed by the agency).
♦ Three years in position.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.
Job Steps

Title:
♦ Receptionist/Component Assistant

Division:
♦ Head Start

Step 1
Education and Qualifications:
♦ General secretarial experience.
♦ Type forty words per minute.
♦ Computer word processing skills.

Step 2
Education and Qualifications:
♦ Six semester units in business/secretarial completed with a passing grade of “C” or better.
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Nine semester units in business/secretarial completed with a passing grade of “C” or better.
♦ Two years in position.
♦ Satisfactory job evaluation.

Step 4
Education and Qualifications:
♦ Twelve semester units in business/secretarial completed with a passing grade of “C” or better.
♦ Three years with agency in position.
♦ Satisfactory job evaluation.
Job Steps

Title:
♦ Secretary

Division:
♦ Head Start

Step 1
Education and Qualifications:
♦ Two years secretarial experience.
♦ Type fifty-five words per minute accurately.

Step 2
Education and Qualifications:
♦ Satisfactory job evaluation.
♦ Two years in position.
♦ Three semester units in business/secretarial, with a passing grade of “C” or better.
OR
♦ Satisfactory job evaluation.
♦ One year in position.
♦ Twelve semester units in business/secretarial, with a passing grade of “C” or better.

Step 3
Education and Qualifications:
♦ Satisfactory job evaluation.
♦ Four years in position.
♦ Nine semester units in business/secretarial, with a passing grade of “C” or better.
OR
♦ Satisfactory job evaluation.
♦ Three years in position.
♦ Twenty-four semester units in business/secretarial, with a passing grade of “C” or better.
Title:
♦ Substitute Teacher

Division:
♦ Head Start

Step A
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ Three semester units in administration, with a passing grade of “C” or better.
♦ Four years teaching experience.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 1
Education and Qualifications:
♦ Current Child Development Teacher Permit in hand.
♦ AA degree in Child Development or related field (as deemed by the agency).
♦ Three semester units in administration, with a passing grade of “C” or better.
♦ Site Director qualified, per Community Care Licensing.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).

Step 2
Education and Qualifications:
♦ BA Degree in Child Development or related field (as deemed by the agency).
♦ Two years in position.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.
Step 3
Education and Qualifications:

♦ BA Degree in Child Development or related field (as deemed by the agency).
♦ Fifteen semester units in graduate studies in child development or related field (as deemed by the agency), with a passing grade of “C” or better.
♦ Three years in position.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Satisfactory job evaluation.
Title:
- Assistant Teacher
- Assistant Teacher Substitute/Office Assistant

Division:
- Surround Care

Step 1
Education and Qualifications:
- One year of experience working with children (Assistant Teacher).
- Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866). May be required as determined by site assignment.
- Two years as an Assistant Teacher or one year as an Assistant Teacher in Surround Care (Assistant Teacher Substitute/Office Assistant).

Step 2
Education and Qualifications:
- Three semester units in Child Development, with a passing grade of “C” or better.
- Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866). May be required as determined by site assignment.
- Satisfactory job evaluation.

Step 3
Education and Qualifications:
- Six semester units in Child Development, with a passing grade of “C” or better.
- Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866). May be required as determined by site assignment.
- Satisfactory job evaluation.

Step 4
Education and Qualifications:
- Twelve semester units in Child Development, with a passing grade of “C” or better.
- Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866). May be required as determined by site assignment.
- One year in position.
- Satisfactory job evaluation.
Job Steps
Assistant Teacher
Assistant Teacher Substitute/Office Assistant
Page 2

Exception: The “one year in position” and “satisfactory job evaluation” requirements may be waived by the Executive Director or Deputy Executive Director for a newly hired employee if the employee is needed to close a site without a Site Director/Teacher or Teacher, and meets the other requirements at Step 4.
Title:
◆ Assistant Enrollment Specialist

Division:
◆ Surround Care

Step 1
Education and Qualifications:
◆ Six semester units in business/secretarial, with a passing grade of “C” or better or three semester units in business/secretarial and three semester units in Child Development with a passing grade of “C” or better.
◆ One year of experience working with children or parents or one year office experience.
◆ Type thirty-five words per minute accurately.

Step 2
Education and Qualifications:
◆ Nine semester units in business/secretarial, with a passing grade of “C” or better.
◆ One year in position.
◆ Satisfactory job evaluation.

Step 3
Education and Qualifications:
◆ Twelve semester units in business/secretarial, with a passing grade of “C” or better.
◆ Two years in position.
◆ Satisfactory job evaluation.
Job Steps

Title:
- Data Entry

Division:
- Surround Care

Step 1
Education and Qualifications:
- Two years data entry experience.
- Type forty words per minute accurately.

Step 2
Education and Qualifications:
- Six semester units in business/secretarial, with a passing grade of “C” or better.
- One year in position.
- Satisfactory job evaluation.

Step 3
Education and Qualifications:
- Nine semester units in business/secretarial, with a passing grade of “C” or better.
- Two years in position.
- Satisfactory job evaluation.

Step 4
Education and Qualifications:
- Twelve semester units in business/secretarial, with a passing grade of “C” or better.
- Three years in position.
- Satisfactory job evaluation.

Step 5
Education and Qualifications:
- Fifteen semester units in business/secretarial, with a passing grade of “C” or better.
- Three years in position.
- Satisfactory job evaluation.
Title:
♦ Enrollment Specialist

Division:
♦ Surround Care

Step 1
Education and Qualifications:
♦ Twelve semester units in business/secretarial or six semester units in Child Development and six semester units in business/secretarial, with a passing grade of “C” or better.
♦ One year of experience working with children or parent or one year office experience.
♦ Type thirty-five works per minute accurately.

Step 2
Education and Qualifications:
♦ Eighteen semester units in business/secretarial or six semester units in Child Development and twelve semester units in business/secretarial, with a passing grade of “C” or better.
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
Education and Qualifications:
♦ Twenty-four semester units in business/secretarial or six semester units in Child Development and eighteen semester units in business/secretarial, with a passing grade of “C” or better.
♦ Two years in position.
♦ Satisfactory job evaluation.

Step 4
Education and Qualifications:
♦ Thirty semester units in business/secretarial or six semester units in Child Development and twenty-four semester units in business/secretarial, with a passing grade of “C” or better.
♦ Three years in position.
♦ Satisfactory job evaluation.
Title:
♦ Receptionist

Division:
♦ Surround Care

Step 1
**Education and Qualifications:**
♦ One year office experience.
♦ Type forty words per minute accurately.

Step 2
**Education and Qualifications:**
♦ Six semester units in business/secretarial, with a passing grade of “C” or better.
♦ One year in position.
♦ Satisfactory job evaluation.

Step 3
**Education and Qualifications:**
♦ Nine semester units in business/secretarial, with a passing grade of “C” or better.
♦ Two years in position.
♦ Satisfactory job evaluation.

Step 4
**Education and Qualifications:**
♦ Twelve semester units in business/secretarial, with a passing grade of “C” or better.
♦ Three years in position.
♦ Satisfactory job evaluation.
Title:
♦ Site Director/Teacher
♦ Teacher Substitute/Office Assistant

Division:
♦ Surround Care

Step 1 (applicable to Site Director/Teachers at a Title 22 site, or Teacher Substitute/Office Assistant)
Education and Qualifications:
♦ Twelve semester units in Child Development, with a passing grade of “C” or better.
♦ Three semester units in Administration, with a passing grade of “C” or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Four years teaching experience.

Step 2 (applicable to Site Director/Teachers at a Title 22 site, or Teacher Substitute/Office Assistant)
Education and Qualifications:
♦ Sixteen semester units in Child Development, with a passing grade of “C” or better.
♦ Three semester units in Administration, with a passing grade of “C” or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Six months in position.
♦ Satisfactory job evaluation.

Step 3 (applicable to Site Director/Teachers at a Title 22 site or a Title 5 site, or Teacher Substitute/Office Assistant)
Education and Qualifications:
♦ Twenty-two semester units in Child Development, with a passing grade of “C” or better.
♦ Satisfactory job evaluation (does not apply to Title 5 Site Director/Teacher).
♦ One year in position (does not apply to Title 5 Site Director/Teacher).
♦ Three semester units in Administration, with a passing grade of “C” or better.
♦ Current Associate Teacher Permit in hand.
♦ Maintain Associate Teacher permit and continue to take college courses, with a passing grade of “C” or better to obtain a Child Development Teacher’s Permit.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
Job Steps
Site Director/Teacher
Teacher Substitute/Office Assistant
Page 2

Step 4 (applicable to Site Director/Teachers at a Title 5 site, or Teacher Substitute/Office Assistant)
Education and Qualifications:
- Current Child Development Teacher Permit in hand.
- Three semester units in Administration, with a passing grade of “C” or better.
- Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
- Satisfactory job evaluation.

Step 5 (applicable to Site Director/Teachers at a Title 5 site, or Teacher Substitute/Office Assistant)
Education and Qualifications:
- Current Child Development Site Supervisor Permit in hand.
- Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
- Six semester units in Administration, with a passing grade of “C” or better.

Step 6 (applicable to Site Director/Teachers at a Title 5 site, or Teacher Substitute/Office Assistant)
Education and Qualifications:
- Current Child Development Site Supervisor Permit in hand.
- Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
- Three years continuous assignment at a site requiring a permit, excluding summer temporary assignments. (For Site Director/Teachers).
- Three years in position. (For Teacher Substitute/Office Assistant).
- Satisfactory job evaluation.
Job Steps

Title:
♦ Teacher

Division:
♦ Surround Care

Step 1 (applicable to Teachers at a Title 22 site)
Education and Qualifications:
♦ Twelve semester units in Child Development, with a passing grade of “C” or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Two years teaching experience

Step 2 (applicable to Teachers at a Title 22 site)
Education and Qualifications:
♦ Sixteen semester units in Child Development, with a passing grade of “C” or better.
♦ Three semester units in Administration, with a passing grade of “C” or better.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
♦ Six months in position.
♦ Satisfactory job evaluation.

Step 3 (applicable to Teachers at a Title 5 site)
Education and Qualifications:
♦ Twenty-two semester units in Child Development, with a passing grade of “C” or better.
♦ Current Associate Teacher Permit in hand.
♦ Maintain Associate Teacher permit and continue to take college courses, with passing grades of “C’s” to obtain Child Development Teachers permit.
♦ Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
Step 4 (applicable to Teachers at a Title 5 site)

Education and Qualifications:

- Current Child Development Teacher Permit in hand.
- Three semester units in Child Development Administration, with a passing grade of “C” or better.
- Current certification in Pediatric CPR (yearly), Pediatric First Aid (yearly) and Preventive Health which is acceptable to Community Care Licensing (Health and Safety code 1596.866).
APPENDIX C

PERSONNEL POLICIES
PERSONNEL POLICIES AND PRACTICES

Effective: 11/1/94
Revised: 9/8/98, 12/18/03, /12

SUBJECT: BEREAVEMENT LEAVE

PERTAINS TO: All Divisions

POLICY:

I. In the event of a death in an employee's immediate family, the employee may be
   granted bereavement leave as set forth below for arranging and attending the funeral,
   and handling of estate matters.

II. Time off for such a leave should be recorded in the "Jury Duty/Bereavement" column
    on the timesheet.

PROCEDURES AND OTHER REQUIREMENTS:

I. Immediate Family is defined as
   1. Spouse
   2. Registered Domestic Partner, as defined by California law ("Registered
       Domestic Partner")
   3. Parent and/or step parent
   4. Children (maternal, adopted, foster or of the Registered Domestic Partner)
   5. Grandparent
   6. Brother and/or step brother
   7. Sister and/or step sister
   8. Grandchild
   9. Father-in-law & Mother-in-law (including parents of Registered Domestic
      Partner)
   10. Son-in-law and/or Daughter in law.
   11. Other family member living in employee's household

II. Time Limits.

   1. Employees will be granted time off up to five (5) days for the for bereavement
      leave.

   2. Additional time off without pay may be requested. Approval of such requests
      is at the discretion of the Division Administrator. If additional bereavement
      leave is granted, an employees may use PTO hours or take the time off without
      pay.

   3. The Agency reserves the right to request a copy of the death certificate, or other
      document satisfactory to the Agency substantiating the death and need for
      bereavement leave.
OPTIONS

POLICY NO: 1008

PERSONNEL POLICIES AND PRACTICES

EFFECTIVE: 11/1/94
SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

PERTAINS TO: All Divisions

POLICY:

Options is committed to providing equal employment opportunity for all applicants and employees consistent with applicable federal, California and local law.

Options will not unlawfully discriminate against any qualified applicant or employee based on race, color, ancestry, sex (including pregnancy, childbirth and related medical condition), sexual orientation, gender, national origin, religion, marital status, disability, genetic characteristics, genetic information, cancer, age, citizenship status, veteran status or any other characteristic protected by applicable law. Discrimination on any of these bases is unlawful and prohibited by this policy. All persons involved in Options' operations are prohibited from engaging in such discrimination.

Options will make reasonable accommodations for an employee’s religion and pregnancy, as well as for the known disabilities of a qualified applicant or employee. Any applicant or employee who requires an accommodation in order to perform the essential functions of a job should contact the Human Resources Department to request such an accommodation. The individual should specify what accommodation or accommodations he or she needs. Options will investigate and respond to the request. Options will attempt to identify reasonable accommodations and will solicit the applicant's or employee's input regarding such matters. If the accommodation is reasonable and will not impose an undue hardship on Options, the accommodation will be made.

SCOPE:

This policy extends to all applicants and to all employees in all aspects of the employment relationship including hiring, promotion, transfer, training, compensation, benefits, discipline and termination.

APPLICATION:

I. All personnel are expected to carry out the spirit as well as the intent of this policy.

II. It is the responsibility of the supervisors, managers and administrators of each Division, with the guidance and assistance of the Human Resources Department, to administer and enforce this policy.

III. All Agency employment advertisements will indicate that the Agency is an Equal Opportunity Employer.

IV. The Agency will utilize the broadest practical and relevant sources of applicants to insure
Policy 1008
Equal Employment Opportunity
Page 2 of 2

qualified individuals from all segments of the community are considered for employment.

V. All Agency facilities will be maintained on a nonsegregated basis for use by employees.

VI. The Agency will cooperate with duly authorized Federal and California agencies, and their representatives, responsible for administering applicable nondiscrimination and equal employment opportunity laws and regulations.

VII. The Agency will promptly resolve any effort to impede or prevent compliance with this policy.

VIII. An employee who claims a violation of this policy may file a "grievance" under Personnel Policy No. 1011 Grievance/Complaint Procedure.

A. If the alleged discrimination is by a nonsupervisory employee or someone not employed by Options, the grievance may be filed in accordance with the steps and procedures set forth in Policy No. 1011.

B. If the alleged discrimination is by the employee's supervisor, the grievance may be filed at Step 3 of Policy No. 1011.

C. If the alleged discrimination is by the Division Administrator or one of the Deputy Executive Directors, the grievance may be filed at Step 4 with the Executive Director.

D. If the alleged discrimination is by the Executive Director, the grievance may be filed with the Chair of the Board of Directors.

IX. The Agency will promptly investigate and address all alleged violations of this policy. If the investigation determines that prohibited discrimination has occurred, the Agency will take appropriate disciplinary action against those who engaged in the misconduct, up to and including termination of employment. The Agency will also evaluate whether other employment practices should be added or modified in order to deter and prevent that conduct in the future. The grievant will be informed of whatever action(s) the Agency takes to resolve and remedy the situation.
OPTIONS

POLICY NO: 1009

PERSONNEL POLICIES AND PRACTICES

Effective: 11/1/94
SUBJECT: FAMILY CARE AND MEDICAL LEAVE

PERTAINS TO: All Divisions PAGE 1 OF 4 APPROVED:

POLICY:

The Agency will grant eligible employees an unpaid leave of absence in accordance with the requirements of the federal Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and this Policy 1009 in effect at the time the leave is requested.

TYPES OF LEAVE COVERED BY THIS POLICY

"Family care leave" may be taken for (i) the birth of an employee's child, or to take care of a newborn child, (ii) the placement with the employee of a child in connection with the adoption or foster care of the child, or (iii) to care for an employee's child, spouse, parent, or registered domestic partner who has a serious health condition.

"Medical Leave" may be taken for an employee's own serious health condition that makes the employee unable to work at all, or unable to perform any one or more of the essential functions of the employee's position.

For purposes of this policy, a serious health condition is an illness, injury (including an on-the-job injury), impairment, or physical or mental condition that involves inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility; any subsequent period of incapacity or any subsequent treatment in connection with such inpatient care; or continuing treatment or supervision by a health care provider, as set forth in the federal and state regulations implementing the applicable family and medical leave laws.

PROCEDURES AND OTHER REQUIREMENTS

I. Employee Eligibility. To be eligible for family care or medical leave, an employee must:

A. Have been employed by the Agency for at least 12 months; AND

B. Have worked for the Agency at least seven hundred fifty (750) hours over the 12-month period prior to the date the leave is to commence; AND

C. Satisfy the rules for advance notification; AND

[Signatures]
D. Submit a timely and acceptable medical certification when the leave is requested due to a serious health condition of the employee, child, spouse, registered domestic partner, as defined by California law, or parent.

II. General.

A. Notifications & Certifications.

1. The Human Resources Department MUST be notified and an employee placed upon an appropriate leave of absence if their absence from work exceeds ten (10) consecutive work days.

2. If an employee needs family care or medical leave, the employee is required to provide the Agency:

   (i) 30-day advance notice when the need for the leave is foreseeable. For leaves that are not foreseeable, an employee must provide notice as soon as the employee learns of the need for the leave; and

   (ii) Timely medical certification from a health-care provider (both prior to the leave and prior to reinstatement) (on a form which the Agency may provide); and

   (iii) Depending on the length of the employee's leave, the employee may also be required to provide timely medical recertifications; and

   (iv) Timely periodic reports during the leave.

B. Compensation During the Leave.

Family care and medical leave is unpaid. However, an employee may be eligible to receive wage replacement benefits during the leave, such as state disability insurance payments, family temporary disability insurance payments, workers' compensation benefits, or disability payments from a short-term or long-term insurance plan.

If an employee either does not receive wage replacement benefits, or, uses them all of them up, the employee is required to use accumulated PTO while on medical or family care leave, until the employee has exhausted his or her accumulated PTO. The use of any paid leave or wage replacement benefits run concurrently with (at the same time as) family care or medical leave, and does not extend the length of the leave to which an employee is entitled.

C. Maximum Length of Leave.

Eligible employees may receive up to a total of 12 workweeks of unpaid family care and
medical leave during a 12-month period. The 12-month period is a "rolling" 12-month period measured backward from the date an employee uses any family care or medical leave. If an employee is unable to work due to pregnancy, childbirth, or a related medical condition, the employee may have the right to take a pregnancy disability leave in addition to a family care or medical leave. The Agency's separate policy# 1021-Pregnancy Disability Leave addresses this situation.

D. Intermittent Leave.

Under some circumstances, an eligible employee may take family care or medical leave intermittently—which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. Intermittent or reduced work schedule family care or medical leave for the employee's own serious health condition, or for the serious health condition of the employee's child, parent, spouse, or registered domestic partner may be taken when medically necessary.

Family care leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two weeks' duration; however, the Agency will provide employees with family care leave for birth, adoption, or foster care placement for less than two weeks' duration on any two (2) occasions.

If leave is taken intermittently or on a reduced schedule, the Agency may transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

E. Benefits.

If the employee was using all or a portion of his or her flexible benefit allowance for payment of the premium(s) for Agency-sponsored group health insurance (medical, dental and/or vision insurance) prior to the family care or medical leave, the Agency will continue to pay that portion of the employee's flexible benefit allowance to the medical, dental and/or vision insurance carrier(s) designated by the employee during the family care or medical leave up to a maximum of twelve (12) workweeks in the twelve (12) month period defined in this Policy 1009.

Flexible benefit allowances used for other than the Agency-sponsored group medical, dental and/or vision insurance are discontinued during the family care or medical leave.

If during the family care or medical leave an employee exhausts his or her eligibility for leave under the FMLA and CFRA, and if the Agency was continuing to pay the employee's flexible benefit allowance for payment of the premium(s) for Agency-sponsored group health insurance during the family care or medical leave, the Agency will stop paying the flexible benefit allowance on the last day of the month in which the FMLA and CFRA leave eligibility ends.

If an employee is not also eligible for leave under the FMLA and CFRA, the Agency will stop
paying flexible benefit allowance on the last day of the month in which the family care or medical leave began.

If the Agency does not pay or stops paying the flexible benefit allowance for payment of the premium(s) for Agency-sponsored group health insurance (medical, dental and/or vision insurance), an employee may continue group health insurance coverage by making the scheduled payments for the entire premium. If the employee fails to make full payment when due, the insurance or benefits for which the employee has failed to make the required contribution will be discontinued.

Premium payments required to maintain benefits MUST be made when due.

The Agency may recover flexible benefit allowance payments made on behalf of an employee to maintain group health insurance coverage, if an employee does not return to work following family care or medical leave, to the fullest extent permitted by law.

F. Reinstatement.

Under most circumstances, upon timely return from family care or medical leave, an employee will be reinstated to his or her previous job, or to a comparable job with equivalent pay, benefits, and other employment terms and conditions. However, upon return from a family care or medical leave an employee has no greater right to reinstatement than if the employee had been continuously employed, rather than on leave. For example, if an employee would have been laid off had he or she not gone on family care or medical leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

If an employee is returning from medical leave taken for the employee's serious health condition, but the employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Agency will attempt to accommodate the employee. If reasonable accommodation cannot be made without undue burden, an employee's employment with the Agency will be terminated.

All employees who were on leave due to the employee's serious health condition must submit a doctor's certification of their fitness to return to work to the Human Resources Department and receive an approved Agency Return to Work form to give to their supervisor prior to reporting back to their work site.

The Agency may deny reinstatement to "highly compensated employees", if reinstatement would cause substantial and grievous economic injury to the Agency's operations. A "highly compensated employee" is a salaried employee who is among the highest paid ten percent of the Agency's employees who work within seventy-five (75) miles of the facility where the highly compensated employee works.
G. Provisions which Apply to Family Care Leave for the Birth, Adoption or Foster Care Placement of a Child

1. Family care leaves for the birth, adoption or foster care placement of a child must be concluded within one year of the birth, adoption or placement.

2. If both parents are employed by the Agency, they will be entitled to a combined total of 12 weeks of leave for this purpose.
POLICY:

The Agency may grant an employee a temporary individual leave of absence, if it will not harm the Agency or otherwise create a hardship on the Agency, and if it is in the Agency’s best interest to grant the leave.

PROCEDURES AND OTHER REQUIREMENTS:

I. An employee requesting an individual leave of absence must complete a Leave of Absence request form stating the reasons the leave is requested and the expected duration of the leave.

II. Requests for individual leaves of absence will be considered for reasons such as, but not limited to:

   A. An employee is not eligible for medical leave under Policy 1009, Family and Medical Leave, but has a disability and a leave may be a form of reasonable accommodation.

   B. An employee has exhausted his or her entitlement to leave under Policy 1009-Family and Medical Leave, Policy 1021-Pregnancy Disability Leave, or Policy 1033-Occupational Injury and illness & Workers’ Compensation Disability Leave but continues to be disabled and additional leave may be a form of reasonable accommodation.

   C. An employee wishes to pursue educational opportunities.

   D. Other legitimate reasons as determined by the Executive Director

III. All individual leaves are unpaid. An employee does not accrue PTO during an individual leave, and must use accumulated PTO during an individual leave.

IV. Benefits.

   A. An employee on individual leave does not accrue or receive any benefits during the leave, such as but not limited to, flexible benefit credits and seniority.
B. Subject to the terms of the particular benefit plan, an employee on an individual leave may be entitled to keep their benefit program (health, dental, and life) active by paying full cost of all premiums. The employee must make the premium payments and ensure that the Human Resources Department receives all payments on or before the date set forth in each invoice to the employee. Contributions to an employee’s 403B may not be made while on an individual leave of absence.

V. All individual leaves are granted at the sole discretion of the Executive Director or his/her designee, and if granted must be in writing.

VI. Restrictions on Employment and the Receipt of Compensation While on Individual Leave.

   A. Employees granted individual leave may not hold employment or otherwise receive compensation from any employer, entity firm, agency, school or establishment during the term of the leave without prior written approval of the Executive Director. Exceptions to this prohibition may include employees engaged in university or research fellowships, employees pursuing internships, or employee provided a grant to pursue a course of study.

   B. Any employee who will receive remuneration for those exceptions listed above must inform the Executive Director of the remuneration prior to the granting of the leave.

   C. An employee who fails to receive the approval from the Executive Director and accepts employment during the Individual Leave will be considered to have voluntarily terminated their employment with the agency as of the date the employee begins employment elsewhere.

VII. Employees returning from an individual leave of absence will be reinstated to his or her previous job classification held at the time of going on leave, provided a position in that job classification is available. If a position in that job classification is not available, the employee will be informed of open positions in other job classifications. Employees will be given five business days to obtain a different position in the agency, and may be laid off for lack of work if they cannot obtain a different position in that time period. The Agency does not guarantee reinstatement, and an employee’s return will depend on his or her qualifications for existing openings. If any employee returning from individual leave is unable to perform the essential functions of the job because of a disability, the Agency will attempt to accommodate the employee. If reasonable accommodation cannot be made without undue burden, the employee’s employment with the Agency will be terminated (lay off) due to lack of work.

VIII. Exceptions.

   A. Any exceptions to this policy may be made only with the express written consent of the Executive Director.
OPTIONS

PERSONNEL POLICIES AND PRACTICES

Effective: 11/01/94
Revised: 09/2011

SUBJECT: MILITARY LEAVE AND SERVICE MEMBER FAMILY LEAVE

PERTAINS TO: All Divisions

PAGE 1 OF 1

APPROVED:

POLICY:

The Agency will provide a leave of absence without pay to an employee who enters military service of the Armed Forces of the United States or is in the Armed Forces Reserve. An employee granted such leave is afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code.

PROCEDURES AND OTHER REQUIREMENTS:

An employee eligible for leave under the federal Family and Medical Leave Act, as set forth in Agency policy #1009-Family Care and Medical Leave may be entitled to take up to 26 weeks of unpaid leave in a single 12-month period for the care of a spouse, registered domestic partner (as defined under California law), child, parent or next of kin who is a member of the Armed Forces (including a member of the National Guard or Reserves), and 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. A "serious injury or illness" under this policy is an injury or illness incurred by a member of the Armed Forces in the line of duty on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating. The provisions of Policy #1009-Family Care and Medical Leave regarding Compensation During the Leave and Benefits apply to the leave provided by this paragraph, unless prohibited by law.

An employee eligible for leave under the federal Family and Medical Leave Act as set forth in Agency policy #1009-Family Care and Medical Leave may also be entitled to take up to 12 weeks of unpaid leave in a 12-month period to attend to any "qualifying exigency" (as that term is defined by law) arising out of the fact that a spouse, registered domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation or deployed to any foreign country. The provisions of Policy #1009-Family Care and Medical Leave regarding Compensation During the Leave and Benefits apply to the leave provided by this paragraph, unless prohibited by law.
The Agency reserves the right to require the employee to provide his or her military orders and a doctor's certification or documentation of the spouse, registered domestic partner, child, or parent when appropriate, verifying that the employee qualifies for the leaves set forth in this policy.
POLICY:

The Agency will grant an employee an unpaid pregnancy disability leave, in accordance with the requirements of California law in effect at the time the leave is granted, if an employee is disabled and unable to work because of pregnancy, childbirth, or a related medical condition.

PROCEDURES AND OTHER REQUIREMENTS:

I. Leave Available

A. An employee may take a pregnancy-related disability leave for the period of actual disability up to four (4) months.

B. An employee may take pregnancy-related disability leaves intermittently, or on a reduced-hours schedule, as medically necessary. In addition, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions, if the employee so requests, and provides the Agency with medical certification from the employee’s healthcare provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position, if she so requests, if the transfer request is supported by proper medical certification, and if the Agency can reasonably accommodate the transfer.

C. Pregnancy, childbirth, or a related medical condition is not a “serious health condition” under the California Family Right Act (“CFRA”), but is under the federal Family and Medical Leave Act (“FMLA”). As a result, leave taken under this Pregnancy Disability Leave Policy (Policy No. 1021) runs concurrently with (at the same time as) medical leave under the FMLA and Policy No. 1009-Family Care and Medical Policy, but not with family care and medical leave under the CFRA and Policy No. 1009. Accordingly, an employee who takes pregnancy disability leave may be entitled to take CFRA family care and medical leave under Policy No. 1009.

II. Advance Notice and Certification by Employee.

If an employee needs pregnancy disability leave, the employee must provide the Agency the following:

A. Not less than 30-days advance notice of the leave request, preferably in writing, to the Human Resources Department and the employee’s supervisor, if the need for the leave is foreseeable. If the leave is not foreseeable and 30-day notice cannot be given, the employee must provide notice as soon as the employee learns of the need for the leave. The request must indicate the anticipated date that the leave will commence and the anticipated return date; and
B. Timely medical certification from a health-care provider (both prior to the leave and prior to reinstatement) (on a form which the Agency may provide); and

C. Depending on the length of the employee’s leave, the employee may also be required to provide timely medical recertifications; and

D. Timely periodic reports during the leave.

III. Compensation During Leave

Pregnancy disability leave is unpaid. However, an employee may be eligible to receive wage replacement benefits, such as state disability payments, during the pregnancy disability leave. If an employee either does not receive wage replacement benefits, or, having received such benefits has used them up, the Agency will apply the employee’s accrued PTO during the leave unless the employee notifies the Agency in writing that she does not want to use PTO during pregnancy disability leave. An employee may elect not to use PTO during the pregnancy disability leave, but she must notify the Agency in writing of that election. Use of PTO runs concurrently with (at the same time as) pregnancy disability leave, and does not extend the length of the leave to which an employee is entitled.

IV. Benefits.

A. If an employee is using all or a portion of her flexible benefit allowance for payment of the premium(s) for Agency-sponsored group health insurance (medical, dental and/or vision insurance) prior to the pregnancy disability leave, the Agency will continue to pay the employee’s flexible benefit allowance to the insurance carrier(s) designated by the employee during the pregnancy disability leave up to a maximum of four (4) months of leave over a twelve-month period.

B. Flexible benefits allowances used for other than the Agency-sponsored group medical, dental and/or vision insurance are discontinued during the pregnancy disability leave.

C. If an employee exhausts her right to pregnancy disability leave, the Agency will stop paying the flexible benefit allowance on the last day the month in which the pregnancy disability leave eligibility ends.

D. If the Agency does not pay or stops paying the flexible benefit allowance for payment of the premium(s) for Agency-sponsored group health insurance (medical, dental and/or vision insurance), an employee may continue group health insurance coverage by making the scheduled payments for the entire premium. If the employee fails to make full payment when due, the insurance or benefits for which the employee has failed to make the required contribution will be discontinued.
E. Premium payments required to maintain benefits MUST be made when due.

F. The Agency may recover flexible benefit allowance payments made on behalf of an employee to maintain group health insurance coverage if an employee does not return to work following FMLA medical leave, to the fullest extent permitted by law.

V. Reinstatement

A. Upon the timely submission of a medical certification from a health care provider that an employee is able to return to work, an employee will, in most circumstances, be offered the same position held at the time of the leave, or a comparable position. However, an employee is not entitled to any greater right to reinstatement than if the employee had been employed continuously, rather than on leave. For example, if an employee would have been laid off if she had not gone on pregnancy disability leave, the employee will not be entitled to reinstatement. Similarly, if the employee’s position has been filled in order to avoid undermining the Agency’s ability to operate safely and efficiently while the employee was on leave, and there is no equivalent position available, then reinstatement will be denied.

B. If upon return from a pregnancy disability leave an employee is unable to perform the essential functions of the job because of a physical or mental disability, the Agency will attempt to accommodate the employee. If reasonable accommodation cannot be made without undue burden, the employee’s employment with the Agency will be terminated.
OPTIONS

POLICY NO: 1022

PERSONNEL POLICIES AND PRACTICES

EFFECTIVE: 11/1/94  SUBJECT: UNLAWFUL HARASSMENT

PERTAINS TO: All Divisions  PAGE 1 OF 4  APPROVED:

POLICY:

The Agency is committed to providing a work environment free of unlawful harassment. In keeping with this commitment, the Agency prohibits and will not tolerate unlawful harassment of employees, applicants for employment, or independent contractors. This policy applies to all persons involved in the operation of the Agency. The Agency also prohibits and will not tolerate unlawful harassment of an employee by a third-party, such as a parent, child care provider, vendor or supplier. All Agency employees are responsible for ensuring compliance with this policy.

This policy prohibits harassment because of sex (which includes sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions), and harassment because of race, religion, color, gender, national origin, ancestry, disability, cancer, marital status, age, sexual orientation, genetic characteristics, genetic information, citizenship status, veterans status, or any other basis protected by federal, state, or local law. All such harassment is unlawful, and the Agency will not tolerate it.

I. Sexual Harassment

Sexual harassment is a subject that is often misunderstood. Thus, it deserves special explanation. Because words and gestures may sometimes be interpreted differently by different individuals, it is important for each employee to understand that his or her behavior in the area of sexual harassment will be judged by its effect upon other persons, and not by his or her original intentions. Even compliments as to personal appearance, for example, may not be appropriate in the workplace if such compliments could be misinterpreted as sexual commentary or an unwelcome invitation to a more intimate relationship. Jokes with sexual content or overtones may be offensive to certain people. Criticism of persons on the basis of their gender, or the posting or transmission of sexually explicit photographs, cartoons or pictures, may offend others who are exposed to them. In each case, someone may be offended without any intention on the part of the actor to cause offense. In some cases, third parties not involved in a conversation, but who overhear parts of it, may be offended at sexual content or remarks.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature which meets any one of the following three criteria:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
Policy No. 1022
Unlawful Harassment
Page 2 of 4 pages

- Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance, or creating an intimidating, hostile, offensive or abusive working environment.

Examples of the types of conduct that may, depending on the circumstances, constitute unlawful harassment based on sex include, but are not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes, teasing, comments about a person's body, questions or discussions of one's own or another person's sexual experiences, slurs, or unwanted sexual advances, invitations or comments;

- Visual conduct such as derogatory and/or sexually-oriented computer screen savers, posters, photography, cartoons, e-mail, drawings or gestures;

- Physical conduct such as assault, unwanted touching, pinching, patting, staring at parts of a person's body, blocking normal movement, or interfering with work based on a person's gender;

- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and

- Retaliation for reporting or threatening to report sexual harassment, assisting in making a sexual harassment complaint, or cooperating in a sexual harassment investigation.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

II. Other Types of Harassment

Conduct similar to that described above, which is based upon or motivated by race, color, national origin, ancestry, religion, physical or mental disability, marital status, cancer, genetic characteristics, genetic information, sexual orientation, age, or any other protected characteristic, is also prohibited and will not be tolerated.

PROCEDURES AND OTHER REQUIREMENTS

I. Complaint and Investigation Procedures

All employees, and particularly supervisors, are responsible for keeping the Agency's work environment free of unlawful harassment. Any employee who becomes aware of an incident of unlawful harassment, whether by experiencing it first-hand, witnessing the incident, or being told of it, must report it to the employee's supervisor or manager, and the Director of Human Resources so that complaints can be quickly and fairly resolved. Supervisors will refer all harassment complaints to the Division Director and the Director of Human Resources.
If an employee believes that he or she has been unlawfully harassed, the employee is encouraged to tell the harasser to stop, if the employee feels comfortable in doing so. The employee should also provide a complaint to his or her supervisor or manager, and the Director of Human Resources, as soon as possible after the incident. Although preparation of a written complaint is encouraged, it is not required. The employee’s complaint should include details of the incident or incidents, names of the individuals involved, names of any witnesses, and any documents supporting the complaint. The Agency wants employees to use these procedures so that employees can help us put a stop to unlawful harassment.

When management becomes aware that unlawful harassment might exist, it will take prompt and appropriate action. The Agency will promptly undertake an effective, thorough and objective investigation of the harassment allegations. Under law, the Agency is obligated to investigate allegations of illegal harassment, whether or not the alleged victim wants the Agency to do so. Complaints and investigations will be handled on a confidential basis, to the extent possible, with due regard for the rights of the complainant and the alleged harasser. Information about the investigation and complaint shall only be released to individuals on a need-to-know basis, or as otherwise required by law.

If the Agency determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Appropriate action will also be taken to deter any future unlawful harassment. Any employee determined by the Agency to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including immediate termination of employment. If the harasser is a nonemployee, such as a parent, vendor or supplier, such corrective action may include termination of the Agency’s relationship with the harasser. Whatever action is taken against the harasser will be made known to the person lodging the complaint, and the Agency will take appropriate action to remedy any loss to the employee resulting from unlawful harassment.

The Agency will not retaliate against an employee who reports alleged harassment, assists in making a harassment complaint, cooperates in a harassment investigation, or who engages in any conduct protected by state, federal or local law. The Agency will not tolerate or permit retaliation by supervisors or other employees.

II. Employee Liability for Unlawful Harassment and Retaliation

Any employee, including any manager and/or supervisor, may be personally liable for monetary damages if they engage in any of the following conduct: unlawfully harassing another employee, applicant, or independent contractor; knowing about unlawful harassment but taking no action to stop it; or retaliating against an employee, applicant or independent contractor.

Depending upon the circumstances, conduct in violation of this policy may not be within the course and scope of employment, and may not be the direct consequence of the discharge of one’s duties. Accordingly, to the extent permitted by law, the Agency reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.
III. Additional Information

In addition to the Agency's internal complaint procedure, employees, applicants and independent contractors should also be aware that the United States Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing are authorized to investigate and prosecute complaints of unlawful harassment in employment. If you think you have been unlawfully harassed or retaliated against, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.
A. Organ and Bone Marrow Donation Leave

The Agency will grant an employee who donates a bodily organ or bone marrow to another person a paid leave of absence as set forth in this policy. An organ donor is permitted to take a paid leave of up to 30 business days during a one-year period. A bone marrow donor is permitted to take a paid leave of up to 5 business days in a one-year period. The one-year period is measured from the date the employee’s leave begins and shall consist of 12 consecutive months.

Before taking such leave, an employee is required to provide written verification that he or she is an organ or bone marrow donor, and that there is a medical necessity for the donation of the organ or bone marrow.

The leave will not constitute a break in service with respect to salary adjustments, PTO or seniority.

An employee taking leave for the donation of a bodily organ will be required to use earned but unused PTO, so long as the PTO used does not exceed two weeks, in the aggregate. An employee taking leave for the donation of bone marrow will be required to use earned but unused PTO, so long as the PTO does not exceed five days, in the aggregate.

This leave is not to be taken concurrently with leave taken under the federal Family and Medical Leave Act, or the California Family Rights Act.

The leave provided for in this section may be taken in one or more periods, but shall not exceed the amount of leave provided.

While an employee is on organ or bone marrow leave, and if the employee uses a portion of his or her flexible benefit allowance for payment of Agency-sponsored group health insurance (medical, dental and/or vision insurance) benefits, that portion of the benefit allowance will be continued by the Agency during the organ and/or bone marrow donation leave and paid to the medical, dental and/or vision insurance carrier(s) designated by the employee.

Upon timely return from the leave, the Agency will restore the employee to his or her former job when the leave began, or to a job with equivalent seniority, status, employee benefits, pay, and other terms and conditions of employment, unless there are conditions unrelated to the exercise of these leave rights.
B. **Time for Voting**

The Agency encourages employees to be responsible citizens and to consider voting a privilege and a responsibility.

Generally, the working schedules of employees and the times the polls are open permit employees to vote either before or after work.

However, employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. Employees are expected to make their request to their Division Director at least two days in advance of the election. The Division Director may adjust the employee's work schedule to allow time for the employee to vote or may allow up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most time for voting and the least time off work.

C. **Time Off To Attend School Activities.**

If an employee is a parent, guardian, or grandparent with custody of a child in kindergarten or grades 1-12, inclusive, or attending a licensed child day care facility, and wishes to take time off to participate in activities of the school or child care facility, an employee may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year) per child.

An employee who is a parent or guardian of a child may also be granted time off to attend a school conference involving the possible suspension of the child.

An employee must utilize PTO for these purposes. If the employee does not have accrued PTO sufficient to cover the time off, the time off is unpaid.

An employee must give his or her supervisor and the Division Director reasonable advance of the planned absence. The Agency may require documentation from the school noting the date and time of the visit.

If both parents of a child work for the Agency at the same worksite, only one parent—the first to provide notice—may take the time off, unless Agency approves both parents taking time off simultaneously.

D. **Leave Related To Domestic Violence or Sexual Assault**

The Agency will provide unpaid time off to an employee who has been the victim of domestic violence, or a victim of sexual assault, or whose child has been a victim of domestic violence, to help ensure the health, safety, or welfare of the domestic violence victim. This includes time off for court proceedings, counseling, medical attention, to obtain services from a domestic violence shelter, program or rape crisis center, and for participation in safety planning programs.

The Agency requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within a reasonable time, provide the Agency with
certification of the need for the leave such as a police report, court order, or documentation from a healthcare provider. An employee taking such leave may use accrued PTO in lieu of unpaid time off.

To the extent the time off under this policy also qualifies as leave under the Federal Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA"), the leave under this policy runs concurrently (at the same time as) with FMLA/CFRA leave.

E. Crime Victims' Leave

The Agency will provide unpaid time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member (as defined by law) of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The Agency requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the Agency with a copy of the notice within a reasonable time. An employee taking such leave may use accrued PTO in lieu of unpaid time off.

F. Other Legally Required Time Off

The Agency will grant employees any other time off required by law (e.g., civic duty leave). Employees shall provide reasonable advance notice and written verification of the need for such leave, and are expected to return to work each day or portion of the day that they are able.

Except as provided below in connection with exempt employees, leave granted to employees under this section are unpaid. For employees who receive any fees while on such, compensation received from the Agency during such time off will be offset by any fees received.

Deductions, if any, from an exempt employee's compensation shall be made in a manner which retains the employee's exempt status. During any legally required time off or leave, no salary will be paid to an exempt employee for any work week in which the employee performs no work.
POLICY:

Except as set forth in the next paragraph, this policy applies to full-time and part-time nonexempt regular employees who can accrue and use paid time off ("PTO") as set forth in this policy.

This policy does not apply to employees who the Agency has designated as (i) exempt from the overtime pay provisions of California and federal law, (ii) nonexempt management, and (III) nonexempt confidential. (Policy 2001 – Paid Time Off – Exempt and Certain Nonexempt Employees covers these employees.)

PROCEDURES AND OTHER REQUIREMENTS:

I. Rate of accrual.

A. A full-time employee accrues PTO at the rate of two and a quarter (2¼) days (18 hours) for each full calendar month of completed work.

B. Part-time employees accrue PTO on a pro-rata basis which is determined by multiplying the full-time employee PTO accrual rate by a fraction the denominator of which is forty (40) and numerator of which is number of hours the part-time employee is regularly scheduled to work each week. For example, a part-time employee who is regularly scheduled to work thirty (30) hours a week accrues ¾ of the amount of PTO a full-time employee accrues.

C. Employees do not accrue PTO during the unpaid portion of a leave of absence. For purposes of this policy, an employee is on an unpaid leave if he or she is not being paid by the Agency even if the employee is receiving wage replacement benefits from another source. For instance, an employee who is on leave of absence and who is receiving wage replacement benefits, such as California State Disability Insurance benefits, is on an unpaid leave and does not accrue PTO. However, if an employee is utilizing PTO while on a leave of absence, the employee will continue to accrue PTO (see also section IX. C.).

D. Part-year employees (e.g., school year employees) do not accrue PTO during the portion of the year in which they are not scheduled to work (e.g., winter break, spring break, summer break or "furlough" types of breaks).
E. Accrued PTO shall be available for an employee to use as of the first work day of the month following the month in which it was earned.

II. Paid Time Off Pay Rate.

A. An hour of PTO for a nonexempt employee is defined as the employee’s straight-time hourly rate of pay at the time the employee takes PTO (excluding any differential, premium pay bonus, stipend or the like).

B. A day of PTO for a nonexempt full-time employee is based on the employee’s hourly PTO accrual rate (as defined in section II.A above) multiplied by eight (8). A day of PTO for nonexempt part-time employee is based on employee’s hourly PTO accrual rate (as defined in section II.A above) multiplied by the number of hours each week the part-time employee is regularly scheduled to work divided by five.

III. Maximum Paid Time Off Accumulation.

A. The maximum amount of PTO a full-time employee may accumulate is thirty (30) days (although PTO accounting is done in hours).

B. A part-time exempt employee may accumulate a pro-rata portion of the 30 day-maximum amount of PTO a full-time employee can accumulate. The pro-rate amount of PTO a part-time employee may accumulate is determined by multiplying 30 days by a fraction the denominator of which is forty (40) and the numerator of which is the number of hours each week the part-time employee is regularly scheduled to work. For example, a part-time exempt employee who is regularly scheduled to work 30 hours a week may accumulate a maximum of 22 ½ of PTO (30 days x 30/40).

C. Once an employee has accumulated the maximum amount of PTO, the employee will stop accruing additional PTO. An employee resumes accruing PTO after taking PTO, and thereby reducing the amount accumulated below the maximum. The resumption of PTO accrual will begin the first hour of PTO that drops the employee below the maximum that may be accumulated.

IV. Requesting and Taking Paid Time Off.

A. PTO may NOT be requested or taken prior to being earned.

B. PTO must be taken in increments of not less than one quarter (¼) of an hour, unless a smaller increment is required by law.
C. Except for unforeseeable illness or injury, employees must request PTO approval to use PTO in writing from their immediate management supervisor prior to using PTO. The PTO request must be approved by the employee's immediate management supervisor in writing. Additional approvals may be required by the Division Administrator.

1. PTO use submitted on time sheets without a properly approved PTO request may NOT be paid, at the discretion of the Agency. (In addition, such absence may be deemed unexcused, at the Agency's discretion.)

V. Scheduling of Paid Time Off as Vacation.

A. PTO scheduling will be assigned in accordance with employee requests, taking the Agency's operating and other requirements into account. The Agency reserves the right to determine the scheduling of PTO (except for unforeseeable illness or injury), and the right to deny or postpone an employee's PTO.

1. Division Administrators may "block out" any time period during which PTO may not be scheduled. When a Division Administrator "blocks out" time, the impacted employees will be notified promptly of the "block out" dates.

B. Once a PTO schedule is approved, requests for change will be considered and may be granted if it does not interfere with the PTO schedules of other employees or the Division's operating and other requirements, including work schedules.

C. If two (2) or more employees in the same department or general work group request identical or over-lapping PTO, and if the absences could adversely affect the Agency, the employee(s) who has worked the longest without utilizing PTO will normally be given preference.

VI. Holidays. Agency designated paid holidays that falls when an employee is using PTO are not to be counted as PTO.

VII. Illness During Paid Time Off. In the event an employee becomes ill, injured or disabled during scheduled PTO, the employee will have the time charged to their PTO account since the use of PTO includes all time absent from work, including illness, injury or disability.

VIII. Pay for Paid Time Off at Termination. All accrued but unused PTO to the maximum amount which may be accumulated will be paid to an employee upon termination of employment.
IX. Paid Time Off Accrual in Specific Situations.

A. The amount of PTO accrued during the last month of employment is calculated by multiplying the applicable PTO accrual rate (full-time or part-time employee rate, depending on the employee) by a fraction the denominator of which is the number of working days in the calendar month and numerator of which is number of working days in the calendar month the employee actually worked, and is rounded to the nearest quarter hour.

B. An employee who begins employment on other that the first day of a month accrues a pro-rata amount of PTO during the month of hire based upon the number of actual days worked in the first month. The pro-rata amount will be determined in the same manner as set forth in section IX.A above.

C. PTO accrual for an employee who begins or terminates a leave of absence on other than the first work day of a month will be prorated to the nearest one quarter hour when the employee returns to work, in the same manner as set forth in section IX. A. above. (Except that PTO continues to accrue during Jury Duty Leave (#1016), Bereavement Leave (#1003) or when using PTO under this policy only and not on any other leave (for example not on Family Care and Medical Leave (#1009.).)

X. PTO is Not Hours Worked. PTO is paid hours and not hours worked. Therefore PTO use is not counted as hours worked in calculating overtime compensation for a nonexempt employee covered by this Policy.

XI. Permissible Uses of PTO.

A. In addition, to vacations, an employee may use accrued PTO for his or her personal illness or injury, or for visits by the employee to his or her health care provider.

B. An employee may also use his or her accrued PTO for the purpose of attending to the illness or injury of a child, parent, spouse or registered domestic partner as defined under California law. For purposes of this policy, a child is defined as the employee’s biological, foster or adopted child, stepchild, legal ward, a child of a registered domestic partner, or a child of a person standing in loco parentis. A parent is defined as the employee’s biological, foster or adoptive parent, stepparent, or legal guardian. A spouse is defined as the employee’s legal spouse under the laws of the State of California.

C. Other needs of the employee.

D. All restrictions placed upon the use of PTO for vacation apply to use of PTO for the employee’s illness or injury, for visits to the employee’s health care provider, to attend to the illness of a child, parent, spouse or registered domestic partner, and/or other needs of the employee.
XII. Exclusions. A "regular employee" is defined in Personnel Policy #1004, section II. Categories of Employees.

XIII. Workers and others who may provide services to the Agency, such as, but not limited to, on-call, temporary and casual employees, independent contractors, consultants, volunteers, parents, interns, and commission-paid employees are not entitled to and therefore do not accrue paid time off. See also Personnel Policy #1004.
POLICY:

The Agency maintains workers' compensation insurance. Workers' compensation insurance provides an employee with medical, surgical and hospital care, and pays lost-work-time benefits resulting from a work-related injury or illness. The entire cost for this insurance is paid for by the Agency.

The Agency will grant an employee a workers' compensation disability leave in accordance with California law, if the employee incurs a work-related illness or injury and is unable to work. Under most circumstances, workers' compensation disability leave runs concurrently with (at the same time as) medical leave under both federal and California law as set forth in Policy 1009 Family Care and Medical Leave. As an alternative, the Agency may offer an employee modified work.

PROCEDURES AND OTHER REQUIREMENTS:

I. Reporting of Injury or Illness. To receive workers' compensation benefits, an employee who suffers a work-related illness or injury must:

   A. Report such occurrence immediately to his or her supervisor; and

   B. Cooperate in completing all required forms and in the investigation of the accident or illness, and

   C. Seek medical treatment and follow-up care if required.

II. Rules Applicable to Workers' Compensation Insurance

   A. The Agency and its insurance carrier do not cover and are not liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties.

   B. The Agency and its carrier vigorously defend all fraudulent claims, including denying fraudulent claims and pursuing criminal actions against those who file fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment, or by a fine, or both. Additional civil penalties may be in order.
III. Workers' Compensation Disability Leave.

A. Eligibility.

The Agency will grant an employee a workers' compensation disability leave in accordance with California law, if the employee incurs a work-related illness or injury, and requests such leave. An employee's request for workers' compensation disability leave must include a health-care provider's statement certifying the injury or illness is work-related, the employee's inability to work, the date the disability leave began, and the expected duration of the leave. As an alternative to leave, the Agency may offer an employee modified work.

B. Type of Leave

Options will evaluate the appropriate type of leave based on information provided by the employee and any other information about the injury or illness. In most cases, a work-related injury or illness is also a “serious health condition” under the Policy 1009 Family Care and Medical Leave. If the employee's work-related injury or illness is a “serious health condition,” and if the employee is eligible for medical leave under Policy 1009 Family Care and Medical Leave, the leave will be designated medical leave under that policy. (See Policy 1009 Family Care and Medical Leave for more information.)

If the employee does not qualify for medical leave under Policy 1009, the Agency may grant the employee a leave under Policy No. 1014 Individual Leave of Absence. (See No. 1014 Individual Leave of Absence for more information.)

C. Compensation During Leave

Workers' compensation disability leave is unpaid. However, the Agency will pay an employee who has a legitimate job-related injury or illness the full amount of the employee's regular pay for the first otherwise scheduled work day that the employee loses any time due to the injury or illness. If the employee completes their shift on the day the injury occurs or illness starts, the "first day" shall be the next regular work day for that employee.

After the first regular day of pay, an employee may be eligible to receive wage replacement benefits from the Agency's workers' compensation insurance carrier. If an employee either does not receive wage replacement benefits, or, has used all of them up, the employee is required to use accrued PTO while on worker's compensation disability leave, until the employee has exhausted his or her accumulated PTO. Use of any paid leave runs concurrently with (at the same time as) workers' compensation disability leave, and does not extend the length of the leave to which the employee is entitled.
D. Benefits.

If during a workers' compensation disability leave, an employee is also eligible for medical leave under the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), as set forth in Policy 1009-Family Care and Medical Leave, and if the employee was using all or a portion of his or her flexible benefit allowance for payment of the premium(s) for Agency-sponsored group health insurance (medical, dental and/or vision insurance) prior to the workers' compensation disability leave, the Agency will continue to pay the employee’s flexible benefit allowance to the insurance carrier(s) designated by the employee during the workers' compensation disability leave up to a maximum of twelve (12) workweeks in the twelve (12) month period defined in Policy 1009.

Flexible benefit allowances used for other than the Agency-sponsored group medical, dental and/or vision insurance are discontinued during the worker's compensation disability leave.

If during the workers' compensation disability leave an employee exhausts his or her medical leave eligibility under the FMLA and CFRA, and if the Agency was continuing to pay the employee’s flexible benefit allowance for payment of the premium(s) for Agency-sponsored group health insurance during the workers' compensation disability leave, the Agency will stop paying the flexible benefit allowance on the last day the month in which the FMLA and CFRA medical leave eligibility ends.

If an employee is not also eligible for medical leave under the FMLA and CFRA, the Agency will stop paying flexible benefit allowance on the last day the month in which the workers' compensation disability leave began.

If the Agency does not pay or stops paying the flexible benefit allowance for payment of the premium(s) for Agency-sponsored group health insurance (medical, dental and/or vision insurance), an employee may continue group health insurance coverage pursuant to California and federal COBRA rules by making monthly payments for the entire premium. An employee who fails to make the required contribution for any benefit plan will have a thirty (30) day grace period to pay all contributions due. If the employee fails to do so, the insurance or benefits for which the employee has failed to make the required contribution will be discontinued.

Premium payments required to maintain benefits MUST be made PRIOR TO the first day of the month for which they are due. Partial month payments must be made prior to the commencement of the leave.

The Agency may recover flexible benefit allowance payments made on behalf of an employee to maintain group health insurance coverage, if an employee does not return to work following family care or medical leave, to the fullest extent permitted by law.
E. Reinstatement

Upon the timely submission of a medical certification that an employee is able to return to work, an employee will be reinstated in accordance with applicable law. If an employee is returning from a workers' compensation disability leave that runs concurrently with FMLA and CFRA medical leave, then the provisions of Policy 1009, regarding medical leave will also apply.

The Agency will retain an employee on a leave of absence for work-related disabilities until one of the following situations occurs:

- The employee is released by his or her doctor for full or partial duty;
- The Agency receives medical evidence satisfactory to it that the employee will be permanently unable to resume the duties the employee performed prior to the injury;
- The employee directly or indirectly informs the Agency (e.g., by accepting other employment that is inconsistent with the intent to return to the job, moving out of the state, etc.) that he or she does not intend to return to the Agency; or
- Business necessity requires that the Agency replace the employee.

If upon return from a workers' compensation disability leave an employee is unable to perform the essential functions of the job because of a physical or mental disability, the Agency will attempt to accommodate the employee. If reasonable accommodation cannot be made without undue burden, the employee’s employment with the Agency will be terminated.

F. Modified Duty.

To the extent allowed by business and operational considerations and while the employee recovers from the work-related injury or illness, the Agency will attempt to provide temporary modified duty to an employee who is released in writing by his or her doctor(s) with limitations or restrictions. The Agency’s decision whether to provide temporary modified duty will be considered on an individual basis depending on all of the facts.
OPTIONS

PERSONNEL POLICIES AND PRACTICES

Effective: rev 3/1/95
Revised: 09/2011
PERTAINS TO: All Divisions

SUBJECT: BENEFITS - PARTIAL YEAR

PAGE 1 OF 3

POLICY:

I. Subject to available funding and terms, conditions and procedures below, the Agency will continue to provide employees that are employed in positions designated as a "less than 12-month position" all or a portion of the monthly "Flex Credits" during the summer months the employees do not work for the Agency.

II. This policy also covers regular employees in less than 12-month positions who terminate their employment with the Agency during the period measured from the last day of the school year (as determined by the Agency) to a date prior to the first day of the new school year (as determined by the Agency), if they meet the requirements set for in PROCEDURE, Section III. Effective of Terminations, subsection B of this policy.

PROCEDURE AND OTHER REQUIREMENTS:

I. Qualification

A. In order to be eligible to receive all or a portion of the monthly Flex Credits during the summer months the employee does not work for the Agency, the employee must be employed in a position designated by the Agency as a "less than 12-month position".

B. Employees covered by this policy include teachers and other instructional employees who work for the Agency during a school year, but not during the summer months.

II. Flex Credit Continuance

A. The percentage of monthly Flex Credits of an employee covered by this policy that will be continued during the summer months is based on the month in which the Agency hired the employee as follows:
Policy 1042  
Benefits - Partial Years  
Page 2 of 3

<table>
<thead>
<tr>
<th>Month of Hire</th>
<th>Percentage of Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>100%</td>
</tr>
<tr>
<td>October</td>
<td>100%</td>
</tr>
<tr>
<td>November</td>
<td>80%</td>
</tr>
<tr>
<td>December</td>
<td>70%</td>
</tr>
<tr>
<td>January</td>
<td>60%</td>
</tr>
<tr>
<td>February</td>
<td>50%</td>
</tr>
<tr>
<td>March</td>
<td>40%</td>
</tr>
<tr>
<td>April</td>
<td>30%</td>
</tr>
<tr>
<td>May</td>
<td>20%</td>
</tr>
<tr>
<td>June</td>
<td>0%*</td>
</tr>
<tr>
<td>July</td>
<td>0%*</td>
</tr>
<tr>
<td>August</td>
<td>0%*</td>
</tr>
</tbody>
</table>

*Applies only for the months immediately following date of hire. This does not apply to subsequent summer vacation periods.

B. For instance, a full-time employee hired in a less than 12-month position in October 2011 or earlier, is eligible to receive 100% of monthly Flex Credits during the summer months of calendar year 2012, subject to the other terms of this policy. A full-time employee hired in a less than 12-month position in January 2012, is eligible to receive 60% of the monthly Flex Credits during the summer months of calendar year 2012, subject to the other terms of this policy.

C. Part-Time Employees

1. The above percentages will be applied to the pro-rata portion of the monthly Flex Credits, not the entire monthly Flex Credits then in effect, for an employee covered by this policy who is regularly scheduled to work less than forty (40) hours a week.

III. Effect of Terminations

A. An employee covered by this policy whose employment with the Agency ceases (for any reason) before the last day of the school year (as determined by the Agency) is not eligible for continuation of monthly Flex Credits during the summer months.
Policy 1042  
Benefits - Partial Years  
Page 3 of 3

B. An employee covered by this policy who provides the Agency written notice of resignation from employment at least three (3) weeks prior to the date the employee otherwise was scheduled to return for the new school year ("scheduled return date") (as determined by the Agency), will have his or her monthly Flex Credits continued until the employee's scheduled return date.

1. The employee's written notice of intention to resign must be received by the Division Administrator of the Division for whom the employee worked in a timely manner, in order for it to be considered a valid notice under Section III. B., above.

C. Employees covered by this policy who receive Flex Credits during the summer months, but who fail to return to work on the first day of the new school year (as determined by the Agency) without providing the Agency the required notice under Section III. B., or who resign or abandon their job during the first three weeks of the new school year (as determined by the Agency), will be billed for and expected to pay the Agency the amount of Flex Credits received from the last day of the school year (as determined by the Agency) to the first day of the new school year (as determined by the Agency). If an employee fails or refuses to pay the Agency for Flex Credits in the circumstances described in this Section III. C., the employee will not be rehired and will have his or her employment records designated as not eligible for rehire, unless the employee repays the Agency.

IV. EXCLUSIONS

A. This policy does not apply to employees who are employed in full-year positions, as designated by the Agency.

B. An employee in a less than 12-month position who is eligible for Family/Health, Pregnancy Disability, or Occupational Leave is not covered by this policy, but is subject to terms and conditions, and eligible for benefits, set forth in the leave policy that applies to their specific situation.

1. If the leave of absence of any employee in a less than 12-month position expires during the summer months, the employee will be eligible to have the monthly Flex Credits continued for the remainder of the summer months under the same terms and conditions as if the employee was not on a leave, as described in this policy.
OPTIONS

POLICY NO: 1043

PERSONNEL POLICIES AND PRACTICES

Effective: 7/1/95
Revised: 10/22/99, /09, /11

SUBJECT: SELLING OF PAID TIME OFF

PERTAINS TO: All Divisions

PAGE 1 OF 2

APPROVED

PURPOSE:

To set forth Agency policy concerning the conditions under which exempt and nonexempt employees may sell back to the Agency excess accrued Paid Time Off (PTO).

POLICY:

I. Eligibility:

A. The employee must have been employed by the Agency for a minimum of five (5) consecutive years; and

B. The employee must have accumulated a minimum of 200 hours of Paid Time Off at the time the sell-back request is made.

II. Limit on Number of Hours Which May Be Sold Back.

A. An employee who is eligible and who satisfies the conditions below may sell back to the Agency not less than one (1) or more than five (5) full days of Paid Time Off once each calendar year.

B. A "full day" is defined as eight (8) hours.

1. For the purposes of this Policy, an hour of PTO and a day of PTO are defined in the same manner as in Policies 1031 Paid Time Off - Nonexempt Employees and Policy 2001 Paid Time Off - Exempt Employees and Certain Nonexempt Employees.

C. Employees may submit a request to sell Paid Time Off once each Agency fiscal year (July 1 - June 30).
III. Timing of Payment.

A. Employees must complete and return a "Request for Action" form to Human Resources. Payments will be made to eligible and qualified employees in a reasonable time after the request has been processed.

IV. Tax Consequences

A. All such payments shall be fully taxable, and subject to all regular payroll withholdings and deductions. No benefit or TSA deductions will be made from any such payment.

V. Effect on Grandfathered Sick Leave.

A. Unused sick leave that had previously been grandfathered is not eligible for buy back. (Separate Sick Leave and Vacation Leave policies existed prior to adoption of the Paid Time Off policies.)

VI. The Agency may Decline the Request for Action.

A. The Agency reserves the right to decline an employee’s request to sell back Paid Time Off, if the Agency determines that such action is (i) necessary or appropriate given the amount of funding provided by a federal or California or local funding source, or by any combination of federal, California and local funding sources, or (ii) necessary or required by a federal, California, local law, or by any combination of federal, California and local funding laws, including the regulations and/or administrative directives of local, federal and/or California funding agencies; or (iii) necessary due to financial considerations as determined by the Agency.
PURPOSE:

To set forth Options' policies concerning the requirements for health screenings and other medical reports as a condition of employment or of continued employment.

POLICY:

1. Where required by law or contract, current employees, prospective employees or transferring employees must provide Options with written proof that they have an acceptable health screening or other medical report. A change in law or contract may also require employees to submit acceptable health screening or medical reports. A health screening or medical report is acceptable when:

   A. It states that the current, prospective or transferring employee can perform the essential job duties, and can perform such functions without posing a direct threat to the safety of the current, prospective or transferring employee, or to others, such as is free from communicable disease.

   B. Is "clear" - meaning there are no exceptions noted which would, in Options' view, impair job performance or pose a direct threat to the safety of the current, prospective or transferring employee or to others.

   C. It is dated within the time period required by law and by the contracting (funding) agency, but in no case shall such health screening be dated more than one year prior to the submission or start of work date, whichever is later.

   D. If required by law or a contracting (funding) agency, it must include a tuberculosis test which certifies that the current, prospective or transferring employee is free from active tuberculosis.

   E. The health screening is in writing and its form and content is acceptable to either or both Community Care Licensing and/or funding sources, as applicable.

   F. A current, prospective or transferring employee with a report showing a communicable disease or health problem shall not be allowed to participate in any activity that may endanger the health of the current, prospective or transferring employee, other employees,
or of Options' clients, guests, volunteers or other invitees, as determined by Options in the exercise of its discretion.

G. At Options' discretion, employment may be denied or terminated if the health report indicates health problems which would prohibit the employee from performing the essential functions of the position. Options will make reasonable accommodations for the employee as required by the Americans with Disabilities Act.

II. Where required by law or contract, prospective or transferring employees must obtain an acceptable screening prior to beginning employment or transfer.

III. The original copy of all health screenings shall be maintained by the Division office, and a copy shall be maintained by the Human Resources Department in a file separate from the Personnel File.

IV. Copies of all health screenings shall be maintained on all terminated employees for a minimum of three (3) years after date of termination, or longer time if required by law.

V. Any employee who is paid directly or indirectly with Head Start funds must submit an acceptable health screening and tuberculosis clearance every five (5) years. The five years shall be counted from the date of the previous health screening or the previous tuberculosis exam, respectively.

VI. Options will apply and administer this policy in a manner which is consistent with the Americans with Disabilities Act, the California Fair Employment and Housing Act, and any other law required by funding agency contracts. The information sought is job-related and consistent with business necessity.
POLICY:

The Agency will grant up to ten days unpaid leave to an eligible employee who is a military spouse or registered domestic partner as defined by California law ("registered domestic partner") to enable the employee to spend time with his or her spouse or registered domestic partner during the spouse's/partner's leave from deployment during a military conflict.

PROCEDURE AND OTHER REQUIREMENTS:

In order to qualify for the leave the employee's spouse or registered domestic partner must be a member of the Armed Forces of the United States who has been deployed during a period of military conflict to a combat theater or zone by the President of the United States, or is a National Guard or Reserve member who has been deployed during a period of military conflict.

The employee seeking leave must work an average of 20 hours or more per week.

The employee requesting a military spouse leave must complete a “Leave of Absence” form within two business days of receiving official notice that the employee's spouse or registered domestic partner will be on leave, and must submit official U.S. Military, National Guard or Reserve written documentation showing the spouse or registered domestic partner will be on leave from deployment during a period of military conflict during the time the leave is requested.

An employee eligible for military spouse leave may keep his or her benefit program active by paying the Agency's full cost, except as provided in the next sentence. If the employee granted military spouse leave was using all or a portion of his or her flexible benefit allowance for payment of the premium(s) for Agency-sponsored group health insurance (medical, dental and/or vision insurance) prior to the leave, the Agency will continue to pay the employee's flexible benefit allowance to the medical, dental and/or vision insurance carrier(s) designated by the employee during the military spouse leave up to a maximum of ten (10) workdays leave. Contributions to an employee's 403B may not be made while on military spouse leave.

Military Spouse Leave is unpaid leave. However, an employee must use PTO while on military spouse leave. The use of PTO runs concurrently with (at the same time as) military spouse leave, and does not extend the length of the leave to which an employee is entitled.

Military Spouse Leave may not exceed ten work days each leave period.
A. Introduction

Political activities, as defined below, of employees of the Agency which are engaged in during working time, in working areas or on Agency premises may violate federal or California law, funding source regulations and/or IRS and corresponding California agency regulations, and may otherwise expose the Agency to having its non-profit status revoked.

In addition, the Labor Agreement between the Agency and SEIU Local 99 regulates communications and activities engaged in by employees covered by the Labor Agreement, and by representatives of SEIU Local 99.

This policy is to control the activities described in the policy and to ensure that such activities do not violate federal or California law, funding source regulations, IRS regulations and/or any counterpart agency regulations of the State of California, and/or any labor agreements to which the Agency is a party.

B. Political Activity

Employees shall not engage in any political activity during working time, in working areas or on Agency premises, unless authorized in writing by the Agency.

While on Agency premises, employees may provide factually accurate oral information about proposed legislation, initiatives, propositions or referenda, with written approval from a Deputy Executive Director or the Executive Director of the Agency.

Managers may provide information on the probable effects of proposed legislation or proposed ballot initiatives on Agency operations with the written approval of a Deputy Executive Director or the Executive Director.

Factually accurate information about the impact on Agency operations based on the positions of candidates for elected or appointed local, state, or federal government or public office; (2) any ballot initiative, referendum or proposition; or (3) any local, state or federal legislation may be presented by Agency management, provided that such information is free of bias, endorsement or opposition and is reviewed and approved in advance by a Deputy Executive Director or the Executive Director.

Notwithstanding any provisions of this policy, including the previous sections, a Deputy Executive Director or the Executive Director may take a position on and advocate for or against local, state or federal legislation or proposed legislation, or in writing authorize an employee to express an opinion or position on behalf of the Agency, including so doing during working time or on Agency premises.
C. Distribution

Employees shall not distribute or circulate non-Agency written materials of any kind or type in the Agency facilities during working time or in working areas, except as may otherwise be provided for in a labor agreement to which the Agency is a party.

D. Posting

Employees shall not post non-Agency written materials of any kind or type in Agency facilities or in or upon Agency equipment, furniture, or walls or property, including emails on the Agency email server, except with the written permission of a Deputy Executive Director or the Executive Director.

E. Solicitation

Employees shall not engage in solicitation of any kind, including solicitation for charities or wedding/baby showers, during the working time of the employee engaged in the soliciting or the employee being solicited.

F. The Scope of this Policy

This Personnel Policy applies to employees and non-employees, such as any invitees and guests, on Agency premises, unless otherwise permitted by a Deputy Executive Director or the Executive Director. Employees are required to inform any person on Agency premises that they must cease any activity prohibited by this policy.

In addition to this policy, employees and others may not engage in conduct which violates any other Agency policies including, but not limited to, the Equal Employment Opportunity, Sexual Harassment and Non Sexual Harassment policies, or any local, state or federal law.

Except as may otherwise may be permitted for representatives of recognized labor organizations under a labor agreement to which Agency is a party, non-employee shall not post, display or distribute written materials in Agency facilities or in or upon Agency equipment, furniture, or walls or property, including emails on the Agency's email server.

Nothing in this policy prohibits employees from communicating complaints, concerns or grievances to a supervisor, manager, labor union representative, Human Resources Department representative, or the Board.

G. Definitions

1. “Political activities” include, but are not limited to any campaign for or against, or any support for or against, (1) any candidate for elected or appointed local, state, or federal government or public office; (2) any ballot initiative, referendum or proposition; or (3) any local state or federal legislation.
2. "Working time" is the time an employee is required to be performing his or her duties. For classroom employees working time includes the time the employee is required to be supervising, attending to, and ensuring the health, safety, security and welfare of children. Working time does not include duty-free meal and rest breaks, or before and after work.

3. "Working areas" for sites with classrooms are all areas within the perimeter of the licensed facility, including, but not limited to, classrooms, teacher work rooms, bathrooms, storage areas, play grounds and play areas. Working areas for the Division and Corporate offices of the Agency includes offices, cubicles and other areas where employees perform their duties, but do not include non-working areas such as staff kitchens, eating areas or eating rooms.

4. "Agency premises" includes any location owned, leased, rented or otherwise controlled by the Agency, and includes the fenced play areas around any Agency licensed facility.
APPENDIX D

1. AUTHORIZATION TO DEDUCT UNION DUES FROM MY WAGES

A. I ________________________, hereby voluntarily authorize Options - A Child Care and Human Services Agency (Options) to deduct from my wages each pay period the amount of the current membership dues that Service Employees International Union, Local 99, AFL-CIO-CLC (the Union) designates to Options, and any subsequent changes in membership dues that are duly adopted by the Union, and to send such Union membership dues to the Union as provided for in the Labor Agreement between Options and the Union.

B. I may revoke this wage deduction authorization by notifying Options in writing during either (i) during the twenty-one (21) days prior to each anniversary date I signed this written authorization to deduct Union dues, (ii) on or after the Termination Date of the Labor Agreement which is set forth in Article 26 - Duration of the Labor Agreement, or (iii) on or after the Expiration Date of this Agreement which is set forth in Article 26 - Duration of the Labor Agreement.

C. If I do not revoke this authorization in a timely manner as described in this document, it will automatically renew for another year, or as otherwise provided below.

2. TERMINATION OF THE WAGE DEDUCTION AUTHORIZATION

This authorization to deduct Union dues from my wages will automatically terminate:

A. If my position is no longer covered by the Labor Agreement between the Union and Options for any reason, including if I am transferred, promoted or assigned out of the bargaining unit covered by the Labor Agreement;

B. On the Termination Date of the Labor Agreement as set forth in Article 26 - Duration of the Labor Agreement; or

C. If the Union engages in a strike or any other activity described in Article 6 - No Work Stoppages of the Labor Agreement.

Date Signed by Employee: ______________

Employee Name [Printed clearly and legibly]:_______________________________

Employee Signature: ____________________________________________

Witness Signature: ______________________________________________

Witness Name [Printed clearly and legibly]:_______________________________

THE INFORMATION BELOW IS FOR THE USE OF OPTIONS ONLY:
Date Submitted to Options: _______________________________