

Agreement Between  
California School Employees Association  
Chapter 206

And

National School District  
Governing Board

July 1, 2021 – June 30, 2024



Printed May 2022  
Based on settlement agreements for  
2021-2022, 2022-2023 and 2023-2024 school years

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 206  
NEGOTIATING TEAM

Thomas Giamanco

Mona Ribada

Luz Allshouse

Camillia Arias

Alfredo Alvarez, CSEA Labor Relations Representative

NATIONAL SCHOOL DISTRICT  
NEGOTIATING TEAM

Leticia Hernandez

Arik Avanesyans

Jon Hansen

Bryan Vine



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 206  
EXECUTIVE BOARD

Mona Ribada, President  
Corinna De Leon, Vice-President  
Ricardo Gil, CPRO  
Veronica Merida Hernandez, Treasurer  
Camillia Arias, Secretary  
Mona Ribada, Chief Union Job Steward

NATIONAL SCHOOL DISTRICT  
2021 GOVERNING BOARD

Maria Betancourt-Castañeda, President  
Alma Sarmiento, Clerk  
Maria Dalla, Member  
Michelle Gate, Member  
Rocina Lizarraga, Member

Leighangela Brady, Ed.D., District Superintendent,  
Secretary to the Board

## PREAMBLE

This Agreement is made and entered into by and between the Governing Board of the National School District, hereinafter referred to as the District and the California School Employees Association, and its National Chapter 206, hereinafter referred to as CSEA.

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations; provide an equitable and peaceful procedure for the resolution of differences; and establish rates of pay and other terms and conditions of employment.

TABLE OF CONTENTS

PREAMBLE

<u>ARTICLE 1</u>	<u>Recognition</u>	
1.1	Acknowledgement.....	1-1
1.2	Scope of Representation.....	1-1
<u>ARTICLE 2</u>	<u>Definition of Terms</u> .....	2-1
<u>ARTICLE 3</u>	<u>Non-Discrimination</u> .....	3-1
<u>ARTICLE 4</u>	<u>Dues and Deduction</u>	
4.1	Dues Deduction.....	4-1
4.2	Hold Harmless Provision.....	4-1
<u>ARTICLE 5</u>	<u>Employee Rights</u>	
5.1	Personnel Files.....	5-1
5.2	Payroll Adjustments.....	5-2
5.3	Correspondence Boxes.....	5-2
5.4	Representation.....	5-3
5.5	Evaluations.....	5-3
5.6	Disciplinary Process.....	5-4
<u>ARTICLE 6</u>	<u>CSEA Rights</u>	
6.1	CSEA Rights.....	6-1
6.2	Personnel Changes.....	6-2
6.3	Distribution of Agreement.....	6-2
6.4	Voting Time Off.....	6-2
<u>ARTICLE 7</u>	<u>Management Rights</u>	
7.1	Management Rights.....	7-1
7.2	Limit of Powers.....	7-1
<u>ARTICLE 8</u>	<u>CSEA Representatives</u>	
8.1	Union Stewards.....	8-1
8.2	Site Representatives .....	8-2

Table of Contents – Continued

<u>ARTICLE 9</u>			<u>Hours and Overtime</u>		
9.1	Workweek.....	9-1			
9.2	Workday .....	9-1			
9.3	Adjustment of Assigned Time.....	9-2			
9.4	Lunch Periods .....	9-2			
9.5	Rest Periods .....	9-2			
9.6	Overtime .....	9-2			
9.7	Call-In Time .....	9-3			
9.8	Call-Back Time.....	9-3			
9.9	Shift Differential .....	9-4			
9.10	Inconsistent Duty Compensation.....	9-4			
9.11	Summer School and Intersession Assignments.....	9-4			
9.12	Community Service Events.....	9-5			
9.13	Use of Substitutes.....	9-6			
9.14	Bus Drivers-Daily Schedule/Overtime/Extra Time.....	9-6			
9.15	Professional Growth Days.....	9-6			
 <u>ARTICLE 10</u>			 <u>Pay and Allowances</u>		
10.1	Salary Schedule Conditions.....	10-1			
10.2	Promotion.....	10-1			
10.3	Assignment of Anniversary Date.....	10-2			
10.4	Longevity Pay.....	10-2			
10.5	Basis of Compensation .....	10-2			
10.6	Mileage.....	10-2			
 <u>ARTICLE 11</u>			 <u>Employee Expenses and Materials</u>		
11.1	Uniforms.....	11-1			
11.2	Personal Property.....	11-1			
11.3	Automobile Insurance.....	11-1			
11.4	Safety Equipment.....	11-1			
 <u>ARTICLE 12</u>			 <u>Health and Welfare Benefits</u>		
12.1	Benefit Allowance.....	12-1			
12.2	Early Retirement Incentive.....	12-2			
12.3	Part-Time Unit Members.....	12-3			
12.4	Non-Benefit Unit Members.....	12-3			
12.5	Section 125 Plan.....	12-3			
 <u>ARTICLE 13</u>			 <u>Holidays</u>		
13.1	Scheduled Holidays.....	13-1			
13.2	Holidays on Saturday or Sunday.....	13-1			
13.3	Non-Benefit Unit Members .....	13-2			
13.4	Holiday Eligibility.....	13-2			

Table of Contents – Continued

<u>ARTICLE 14</u>	<u>Vacation</u>	
14.1	Eligibility .....	14-1
14.2	Earned Vacation .....	14-1
14.3	Accumulation.....	14-1
14.4	Vacation Pay Upon Termination .....	14-1
14.5	New Unit Members .....	14-1
14.6	Ten (10) and Eleven (11) Month Unit Members.....	14-1
14.7	Twelve (12) Month Unit Members.....	14-1
14.8	Vacation Postponement.....	14-2
14.9	Vacation Scheduling.....	14-2
14.10	Interruption of Vacation.....	14-2
14.11	Excess Vacation Day Pay-Off.....	14-2
14.12	Encouraging Use.....	14-3
14.13	Notice.....	14-3
14.14	Vacation Days.....	14-3
<u>ARTICLE 15</u>	<u>Leaves</u>	
15.1	Sick Leave .....	15-1
15.2	Leave of Absence for Industrial Accident/Illness .....	15-2
15.3	Entitlement to Other Sick Leave .....	15-3
15.4	Break in Service .....	15-3
15.5	Bereavement Leave.....	15-3
15.6	Personal Necessity Leave.....	15-3
15.7	Personal Business Leave .....	15-4
15.8	Long-Term Uncompensated Leave .....	15-4
15.9	Short-Term Uncompensated Leave.....	15-5
15.10	Judicial Leave .....	15-5
15.11	Military Leave .....	15-6
15.12	Adoption Leave .....	15-6
15.13	Parental Leave .....	15-6
15.14	Maternity Leave.....	15-6
15.15	Catastrophic Leave Bank.....	15-6
15.16	Family and Medical Leave Act .....	15-8
<u>ARTICLE 16</u>	<u>Hiring.....</u>	16-1
<u>ARTICLE 17</u>	<u>Transfers</u>	
17.1	Assignment.....	17-1
17.2	Definitions.....	17-1
17.3	Voluntary Transfers.....	17-1
17.4	Involuntary Transfers.....	17-2
17.5	Medical Transfers.....	17-2

Table of Contents - Continued

<u>ARTICLE 18</u>		
	<u>Vacancies</u>	
18.1	Posting of Notice.....	18-1
18.2	Filing.....	18-1
18.3	All vacancies will be posted internally before being advertised to the public.....	18-1
<u>ARTICLE 19</u>		
	<u>Classifications and Reclassifications</u>	
19.1	Placement in Class .....	19-1
19.2	Position Reclassification Procedures .....	19-1
19.3	Reclassification Committee.....	19-1
19.4	Reclassification Review Process.....	19-1
19.5	Downward Reclassifications.....	19-1
<u>ARTICLE 20</u>		
	<u>Grievance Procedure</u>	
20.1	Definitions.....	20-1
20.2	Procedure .....	20-1
20.3	Binding Arbitration.....	20-2
20.4	Group Grievances .....	20-4
20.5	Grievance Witnesses.....	20-4
20.6	Grievance Processing During Regular Work Hours.....	20-4
20.7	Separate Grievance File.....	20-4
20.8	General Provisions.....	20-4
<u>ARTICLE 21</u>		
	<u>Safety</u>	
21.1	District Compliance.....	21-1
21.2	Notification.....	21-1
21.3	Forms.....	21-1
21.4	Safety Committee.....	21-1
21.5	Release Time.....	21-1
21.6	No Discrimination.....	21-1
21.7	Right of Refusal.....	21-1
<u>ARTICLE 22</u>		
	<u>Training</u>	
22.1	In-Service Training Program.....	22-1
22.2	Training Advisory Committee.....	22-1
22.3	In-Service Training Time.....	22-1
<u>ARTICLE 23</u>		
	<u>Professional Growth Program</u>	
23.1	Units.....	23-1
23.2	Course Eligibility.....	23-1
23.3	District Approved Educational Agencies & Special Programs ....	23-1
23.4	Procedure for Salary Advancement for Professional Growth Credit	23-1
23.5	Disputes .....	23-2
23.6	Forms .....	23-2

Table of Contents – Continued

<u>ARTICLE 24</u>		<u>Severability</u>	
24.1		Savings Clause.....	24-1
24.2		Replacement for Severed Provision.....	24-1
 <u>ARTICLE 25</u>		 <u>Negotiations</u>	
25.1		Notification and Public Notice .....	25-1
25.2		Commencement of Negotiations .....	25-1
25.3		Impasse .....	25-1
25.4		Release Time for Negotiations .....	25-1
25.5		Ratification of Additions or Changes .....	25-1
 <u>ARTICLE 26</u>		 <u>No Strike-No Lockout Provision</u>	
26.1		No Strike .....	26-1
26.2		No Lockout .....	26-1
 <u>ARTICLE 27</u>		 <u>Term of Agreement</u>	
27.1		Term of Agreement .....	
27.2		Reopener Clause .....	
APPENDIX "A"	List of Bargaining Unit Positions (Article 1.1)		
APPENDIX "B"	Salary Schedule- Classified (Article 10.1.1)		
APPENDIX "C"	Mandatory Insurance Companies (Article 12.1)		
APPENDIX "D"	Cash Payout Procedures (Article 12.2.3)		
	Statement of Release (Article 12.2.3)		
APPENDIX "E"	CSEA Dues and Service Fee Schedule (Article 4.2.2)		
APPENDIX "F"	Suggested Course Titles (Article 23.7)		
APPENDIX "G"	Classified Performance Evaluation Report (Article 5.5.6)		
APPENDIX "H"	Memorandum of Understanding		

## ARTICLE 1

### RECOGNITION

- 1.1 Acknowledgment: The District hereby acknowledges that CSEA and its National Chapter 206 is the exclusive bargaining representative for all classified employees holding those positions described in Appendix "A", attached hereto and incorporated by reference as part of this Agreement. All newly created positions, except those that lawfully are designated certificated, management, confidential, or supervisory shall be assigned to the bargaining unit. The determination of management, confidential, or supervisory employees shall be made by mutual agreement of the District and CSEA. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rule of PERB.
- 1.2 Scope of Representation: The scope of representation shall include matters relating to wages, hours of employment, and other terms and conditions of employment. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any Addendum to the Agreement, the provisions shall be binding on all parties.



## ARTICLE 2

### DEFINITION OF TERMS

- 2.1 "**The Act**" means Chapter 10.7, Section 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 2.2 "**Anniversary date**" is the date upon which a unit member is granted salary step advancement earned by completion of a required period of service from the initial date of employment, the date of the last salary step advancement, or in case of change of classification, the date of such change.
- 2.3 "**Bargaining unit member**" hereinafter referred to as "unit member" refers to all employees in the regular classified service of the District serving in those positions set forth in the Appendix "A" to this Agreement. Substitutes, and those employees serving in positions declared management, confidential, or supervisory by the Board are not members of the unit.
- 2.4 "**Board**" as used herein is the Governing Board of the National School District.
- 2.5 "**Bumping right**" is the right of a unit member, under provisions of the Education Code, to displace a unit member with less seniority in a class.
- 2.6 "**Class**" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 2.7 "**Class description**" is the description of the duties, responsibilities, and minimum qualifications of a class.
- 2.8 "**Classification**" is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title and a statement of the specific duties required to be performed in each such position.
- 2.9 "**CSEA**" means the California School Employees Association and its' Chapter 206.
- 2.10 "**Demotion**" is a change in assignment of a unit member from a position in one class to a position in another class that is allocated to a lower salary range.
- 2.11 "**Differential**" is a salary allowance in addition to the basic rate or schedule based upon the performance of duties of a distasteful, dangerous, or unique nature, when, in the opinion of the Board, such compensation is reasonably justified.

- 2.12 "**District**" means the National School District.
- 2.13 "**Exclusive Representative**" refers to the California School Employees Association, and its National Chapter 206.
- 2.14 "**Fiscal year and school year**" is July 1 through June 30.
- 2.15 "**Health and Welfare Benefits**" means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 2.16 "**Incumbent**" is a unit member assigned to a position and who is currently serving in or on leave from the position.
- 2.17 "**Industrial accident or illness**" is an injury or illness arising out of or in the course of employment with the District.
- 2.18 "**Involuntary demotion**" is a demotion without the unit member's written consent.
- 2.19 "**Minimum qualifications**" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
- 2.20 "**Notice**" Whenever notice is required under this Agreement, and no form of notice is otherwise designated by law, written notice to the District shall be by personal delivery or U.S. Mail to the Superintendent or designee. Written notice to CSEA shall be by personal delivery or U.S. Mail to the CSEA President or designee.
- 2.21 "**Permanent employee**" is a regular unit member who successfully completes an initial probationary period, which shall not exceed six (6) work months of service beyond the initial date of employment by the District.
- 2.22 "**Probationary employee**" is a regular unit member who will become permanent upon completion of a prescribed probationary period.
- 2.23 "**Promotion**" is a change in the assignment of a unit member from a position in one class to a vacant position in another class with a higher maximum salary rate.
- 2.24 "**Reclassification**" is the changing of a position to a different class as a result of the changing of the duties and/or responsibilities being performed by the incumbents in the position.
- 2.25 "**Reemployment**" is the return to duty of a unit member who has been placed on a reemployment list.

- 2.26 **"Reemployment list"** is a list of names of persons who have been laid off for lack of work or lack of funds, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months.
- 2.27 **"Regular employee"** is a unit member, whether permanent, probationary, full-time, or part-time.
- 2.28 **"Regular, Full-Time Employee"** is defined as a unit member who is assigned to work eight (8) hours a day over a ten (10), eleven (11), or twelve (12) month annual work schedule.
- 2.29 **"Regular, Part-Time Employee"** is defined as a unit member who is assigned to work less than the regular full-time employee as defined in this Agreement.
- 2.30 **"Safety conditions of employment"** means any work-related condition affecting health and safety of the unit member.
- 2.31 **"Salary rate"** is the specific amount of money paid for a specific period of service.
- 2.32 **"Salary schedule"** is a series of salary steps and ranges, which comprise the rates of pay for all classes.
- 2.33 **"Salary step"** is one of the salary levels within the range of rates for a class; also referred to as "year", steps are the horizontal columns on the salary schedule.
- 2.34 **"Seniority in class"** is secured by hours in paid status in a class, plus higher classes.
- 2.35 **"Uniforms"** Any clothing of a particular color, design, pattern or style required to be worn by the District shall be considered a uniform.
- 2.36 **"Voluntary demotion"** is a demotion agreed to in writing by the unit member and the District, after consultation with CSEA.
- 2.37 **"Workdays"** are days on which unit members are required to report to work.
- 2.38 **"Working hours"** All hours in paid status shall be considered working hours.

## ARTICLE 3

### NON-DISCRIMINATION

- 3.1 The District and/or CSEA shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation not prohibited by law, domicile, marital status, physical handicap, or membership in an employee organization.
- 3.2 Nothing in this article shall prohibit the District from abiding by local, state and federal statutes, orders or directives.
- 3.3 No grievance shall be processed through the grievance procedure involving this provision, if the unit member pursues any other available legal remedy.

## ARTICLE 4

### DUES AND DEDUCTIONS

- 4.1 Dues Deduction: In accordance with this article, the District shall deduct such dues as authorized by CSEA, and/or each employee in the bargaining unit who has completed a CSEA membership application and dues deduction authorization. The District shall deduct such dues every payroll period as authorized.
- 4.2 Hold Harmless Provision: CSEA agrees to reimburse the District, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.
- 4.2.1 CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof, provided the District, or other party claiming reimbursement, has complied with the terms of this article and has promptly notified CSEA of its awareness of such an action. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed

## ARTICLE 5

### EMPLOYEE RIGHTS

#### 5.1 Personnel Files

- 5.1.1 One (1) personnel file of each unit member shall be maintained at the District's Human Resources Department. No reprisal of any kind shall be taken against a unit member based upon materials which are not in the Human Resources Department.
- 5.1.2 Upon request, every unit member shall have the right to inspect their personnel file, with the exception of ratings, reports, or records which were obtained prior to the unit members employment date; materials prepared by examination members; or materials obtained in connection with a promotional exam. The request must be made at a time when such person is not actually required to render services to the District.
- 5.1.3 All personnel files shall be kept in confidence and shall be available for inspection only to authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the unit member.
- 5.1.4 Any person who places written material or drafts written material for placement in a unit member's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement and a copy shall be sent to the unit member.
- 5.1.5 Derogatory material regarding a unit member's conduct, service, character, or personality shall not be entered in a unit member's personnel file unless and until the unit member and his/her immediate supervisor are given notice and an opportunity to review, comment, and to have such comments attached to the material in question. The material shall contain a written statement informing the unit member when these documents will be placed in his/her personnel file. In no event, shall this be less than ten (10) working days from the date the unit member was notified.

The unit member shall be given a copy of the material and may acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies only that he/she has read the material and does not necessarily indicate agreement with its contents. In the event the unit member refuses to sign, it shall be noted on the material. In the event that the District is not able to give the unit member a copy of this material in person, after making reasonable attempts to meet with the unit member to secure his/her signature on the actual copy to be filed, a copy of this material will be sent via first-class certified mail, return receipt requested, to the unit member's last known address on record with the District. The unit member's review of and response to such derogatory material shall take place during normal working hours, and the unit member shall be given reasonable release time from duty for this purpose, if necessary, without loss of pay.

5.1.6 No derogatory material shall be placed in the unit member's personnel file unless it is given to the unit member within thirty (30) working days of the incident.

5.1.7 No derogatory material shall be based on hearsay.

5.2 Payroll Adjustments: Unit members shall be notified in writing of any pay adjustments initiated by Human Resources or payroll before receiving their monthly paychecks. Such notice shall include the reason for the adjustment and the effect on the payroll warrant.

5.2.1 If a unit member has been overpaid, they shall be notified in writing as soon as the overpayment is discovered. The notice shall include the amount of the overpayment and the reason it occurred. A copy of this notice shall be sent to CSEA. A meeting shall take place within five (5) working days between the District, the unit member, and a CSEA representative to discuss the overpayment and to reach a mutual agreement on repayment.

5.2.2 Recovery of the overpayment shall begin within forty-five (45) days of the meeting. Payments shall be in equal installments. Under no circumstances will payments be more than twenty percent (20%) of disposable income, which is defined as gross pay minus mandatory deductions (taxes and retirement). Repayment will occur within one year unless the twenty percent (20%) maximum is not adequate to accomplish this goal.

5.3 Correspondence Boxes: Each unit member or site representative shall have an individual box at their work site to receive written information, correspondence, and other documents.

- 5.4 Representation: All unit members shall have the right to be represented by CSEA at any meeting with supervisors or management which the unit member reasonably believes may lead to discipline. Unit members shall be informed of the purpose of the meeting with sufficient time to arrange for representation.
- 5.4.1 All unit members shall have the right to be represented by CSEA at any workplace accommodation meeting as well as an interactive process meeting.
- 5.5 Evaluations: Bargaining unit members shall be evaluated on a regular basis.
- 5.5.1 Bargaining unit members employed by the District for one (1) to three (3) years shall be evaluated on an annual basis. The District may evaluate more often as appropriate.
- 5.5.2 Bargaining unit members employed by the District for three (3) consecutive years in the same job classification and who have received satisfactory evaluations (effective rating) shall be evaluated at least every other school year.
- 5.5.3 Probationary employees will receive an evaluation prior to attaining permanent status.
- 5.5.4 The evaluator of any classified employee whose work assignment is observed more closely by a certificated employee(s), a classified lead person(s), or other supervisor(s) may seek the appropriate input prior to completing the final evaluation. Evaluative conclusions are at the sole discretion of the District and not a subject of grievance. In those instances where an employee receives a rating of "Needs to Improve", the employee may request that the District and CSEA review the conclusions of the evaluator.
- 5.5.5 The evaluation report shall be filled out and signed by the immediate supervisor and discussed with employee. The unit member must indicate on the "Classified Performance Evaluation Report" that he or she has read the evaluation, agrees with the evaluation, or disagrees with the evaluation and wishes to attach a signed, written statement to be submitted to the evaluator within fifteen (15) working days.
- 5.5.6 A blank copy of the Classified Performance Evaluation Report will be available for review in the Human Resources Department and at school sites and included in the current collective bargaining agreement as an appropriate appendix (Appendix "H").
- 5.5.7 All performance evaluations are reviewed by the Assistant Superintendent of Human Resources.



5.5.8 Attendance issues will be noted on the "Classified Performance Evaluation Report" by indicating the number of days the Bargaining Unit member was absent during the period of evaluation. It is the District standard that unit members' use of sick leave would not exceed their annual earned sick leave. Numbers alone will not be the only criteria for noting problems. Employees who evidence an unusual number or pattern of absences on Fridays, Mondays, and/or days before and after holidays will be rated negatively on attendance. In those instances where an employee receives a rating of "Needs to Improve" in attendance, the employee may request that the District and CSEA review the conclusions of the evaluator prior to placement in the employee's personnel file.

5.6 Disciplinary Process:

5.6.1 Definition of Discipline: Discipline shall only be imposed on permanent employees for just cause. For Purposes of this Article, the terms "disciplinary action" means a suspension, involuntary demotion or termination.

The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District serves the notice of proposed disciplinary action (i.e., Skelly Notice).

5.6.2 Pre-Disciplinary Action: Prior to proceeding with disciplinary action, the District will normally proceed with the following pre-disciplinary steps, which are designed to assist the employee by providing notice of his/her deficiencies and an opportunity to correct the deficiencies before disciplinary action is taken. They are not disciplinary actions in and of themselves but may be taken into account in subsequent disciplinary action if required. The District may forego the following pre-disciplinary steps in cases of serious misconduct, including but not limited to when the employee's conduct endangers persons or property.

5.6.3 Counseling: Informal discussion designed to assist the employee to develop or improve skills, abilities or to correct conduct. Counseling may also be used to clarify District policies, solve a problem, or discuss job performance. Counseling may be verbal or in writing. If counseling is memorialized in writing, the document may, but is not required to, be placed in an employee's personnel file. The employee will have the opportunity to file a rebuttal within ten (10) days with the assistance of a CSEA representative, if so desired, which will also be placed in the employee's personnel file. In the event a meeting is held after the issuance of the written counseling, the employee shall be allowed reasonable action to allow the attendance of a CSEA representative.

- 5.6.4 Written Reprimand: In the event the performance or behavior does not improve, a written reprimand will be issued to the employee and placed in the employee's personnel file. The employee has the opportunity to file the rebuttal within ten (10) days with the assistance of a CSEA representative, if so desired, which will also be placed in the employee's personnel file. In the event a meeting is held after the issuance of a reprimand, the employee shall be allowed reasonable notice to allow the attendance of a CSEA representative.
- 5.6.5 Emergency Discipline: The CSEA and the District recognize that emergency situations can occur involving health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, or conduct which rises to the level of serious concern, the District may immediately suspend the employee for up to three (3) days with pay. Examples of conduct which arise to the level of serious concern include gross negligence, violation of any State or Federal law, and/or the threat of or actual violence. During the three (3) days, the District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the contentions supporting the emergency. A copy of any notice of an emergency discipline shall be delivered to the CSEA President or designee.
- 5.6.6 Administrative Leave: From time to time it may be necessary for the District to place a classified Employee on paid administrative leave. The reasons for administrative leave may include, but are not limited to, investigating a matter, pending resolution of a disciplinary matter, or to address other issues of temporary or transitory nature.

The District will notify the employee as to the reason for placement on administrative leave, that the leave is not disciplinary, and that the leave does not in any way restrict the employee's right to be represented by or otherwise discuss the matter with CSEA. The CSEA Chapter President and Labor Relations Representative shall be notified in advance of any classified employee being placed on administrative leave and will have the opportunity to be present with the administrator when the employee is notified. This notice requirement does not restrict the District's ability to immediately notify and place an employee on administrative leave when warranted under the circumstances, provided that the CSEA Chapter President and Labor Relations Representative or designee are notified as soon as possible.

- 5.6.7 Disciplinary Procedures: The Superintendent or designee may initiate a disciplinary action in accordance with the following procedures:
- 5.6.8 Grounds for Discipline: The causes for disciplinary action shall be Those set forth in Administrative Regulations 4218.
- 5.6.9 Notice of Proposed Discipline & Statement of Charges (Skelly Notice):

The employee shall be given a written Notice of Proposed Discipline and Statement of Charges ("Skelly Notice") which sets forth the following:

1. The disciplinary action intended;
2. The specific charges upon which the action is based;
3. A factual summary of the grounds upon which the charges are based;
4. A copy of the applicable rule(s) or law(s) where it is claimed a violation of rule(s) or law(s) took place;
5. Notice of the employee's right to respond to the charges either orally or in writing to the designated Skelly officer; and
6. Notice that failure to request a Skelly meeting within ten (10) working days shall constitute a waiver of the right to respond prior to final discipline being imposed.

Employee Skelly Rights:

The employee shall have the right to respond to the Skelly Notice by filing a statement in writing, or by requesting a Skelly hearing, within ten (10) working days after the date the Skelly Notice is delivered to the employee. If no response to the Skelly Notice is received within ten (10) working days after the date the Skelly Notice is delivered to the employee, the employee will be deemed to have waived the right to respond to the Skelly Notice and the proposed discipline will be recommended to the Board of Trustees with no further right to Skelly process outlined below.

A form will be included with the Skelly Notice for the employee to use, sign and return within the ten (10) working days, which will constitute a request for a Skelly hearing or the intent to file a written response.

A copy of the Skelly Notice and supporting materials will be sent to the CSEA President or designee.

All employees shall have the right to have a CSEA representative present throughout the Skelly process.

*Skelly Hearing:*

If, within ten (10) working days of the delivery of the Skelly Notice the employee indicates he/she wishes to respond to the charges contained therein, the Superintendent or designee and the CSEA Representative will mutually set a date and time for a Skelly meeting not more than fifteen (15) days after receipt of the signed form from the employee requesting a Skelly meeting. The meeting will be held by an administrator selected by the District ("Skelly officer") with the authority to uphold, modify or rescind the proposed discipline. The employee will be notified of the time/place of the meeting and designated Skelly officer.

The purpose of a Skelly meeting is to offer the employee an opportunity to respond to the Skelly Notice and offer any relevant explanations and documents the employee

believes are relevant to the case. The Skelly officer may ask questions of the employee and District administrator who prepared the Skelly Notice to clarify issues and facts to assist in determining whether the recommended discipline should be imposed. The Skelly meeting is not an evidentiary hearing and no witnesses will be called at the Skelly meeting.

If the employee requests a Skelly meeting but does not wish to attend, he or she may submit a written response and/or supporting documentation on or before the date of the Skelly meeting.

The employee's response will be considered before the Skelly officer's decision is issued.

Written Decision of Superintendent or designated Skelly Officer:

Within ten (10) working days after the Skelly meeting, the Skelly officer will notify the employee and CSEA Representative of his/her decision. The Skelly officer may recommend that the District:

1. Rescind the proposed disciplinary action in its entirety;
2. Modify the proposed disciplinary action; or
3. Uphold the proposed disciplinary action.

If discipline is modified or upheld, the Skelly officer's written recommended decision shall include the following:

1. The date of the meeting on which the recommended disciplinary action will be presented to the Board of Trustees;
2. The disciplinary action that will be recommended to the Board of Trustees; and
3. If any modifications are made to the Notice of Proposed Discipline and Statement of Charges, a copy of the modified charges that will be presented to the Board.

Final Notice of Disciplinary Action:

If disciplinary action will proceed following the Skelly meeting and recommendation before the Board of Trustees, the employee will receive a Final Notice of Disciplinary Action. The contents of the notice will be the same as specified for the "Skelly Notice" above, except that in lieu of notifying the employee of the right to request a Skelly meeting, the Final Notice of Disciplinary Action will include;

- a. A statement that the employee, upon written request, is entitled to an evidentiary hearing before the Governing Board or a hearing officer designated by the Board before the disciplinary action is final.

- b. A statement that the proposed disciplinary action may commence after the 10 working days period following the date the written notice was served.
- c. A statement that no evidentiary hearing shall be held unless a written request is delivered to the Superintendent or designee within 10 working days after the date the written notice of proposed disciplinary action was served.
- d. A card or paper, the signing and filing of which with the Superintendent or designee by the employee shall constitute a demand for hearing and a denial of all charges.

#### Evidentiary Hearing:

To appeal the Final Notice of Disciplinary Action, the employee must file, in writing, a request for an Evidentiary Hearing to the Assistant Superintendent of Human Resources within ten (10) working days after delivery of the Final Notice, as provided in the Final Notice. In the absence of a timely demand for a hearing, the employee will be deemed to have waived the right to an evidentiary hearing and the Board may take final action upon the proposed disciplinary action after the time period for demanding a hearing has expired.

Upon receiving timely request for a hearing, a hearing will normally will be held before the Board or a hearing officer designated by the Board, within 45 calendar days of the hearing demand. The employee shall have a right to appear in person, with counsel at the employee's expense or such other lawful representation as determined by the employee. The District will have the burden of proof and shall first present evidence. Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party. The hearing will be recorded at the request of either party with such expense being borne by the requesting party, or the District will share equally with the employee or representative the costs of the court reporter, transcribing the record of the hearing, and for a copy of the official transcript. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.

***For purposes of this Article, "Working Days" is defined as when the District Office is open.***

## ARTICLE 6

### CSEA RIGHTS

- 6.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 6.1.1 The right of access during reasonable hours to areas in which unit members work. Authorized representatives of CSEA who are not employees of the District shall be permitted to transact CSEA business on District property during reasonable times after notifying the immediate supervisor and so long as said activity does not take place during times when unit members are required to render service to the District.
  - 6.1.2 The right to reasonable use, without charge, of institutional bulletin boards, mailboxes, the District mail system and the internal phone system, computers, internal electronic mail and voicemail, for the posting or transmission of information or notices concerning CSEA matters.
  - 6.1.3 The right to use, subject to District regulations, without charge, institutional equipment, facilities, and buildings at reasonable times, for CSEA business.
  - 6.1.4 The right to review a unit member's personnel files and any other records dealing with employment, when accompanied by the unit member, or on presentation of a written authorization signed by the unit member.
  - 6.1.5 The right to be supplied with a complete seniority roster of all unit members on the effective date of this Agreement and annually by October 15<sup>th</sup> thereafter. The roster shall indicate the unit member's present classification and primary job site.
  - 6.1.6 The right to receive upon request, without cost, two copies of any and all materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of unit members covered by this Agreement.
  - 6.1.7 The right to a total of one hundred twenty (120) hours per year for the purpose of attending the CSEA Annual Conference. Up to an additional thirty-five (35) hours per year may be used for CSEA business with a maximum of three and one-half (3.5) hours per month, non-accumulative beyond eight (8) hours. Prior to this release time being taken, the CSEA Chapter President, or his/her designee, on behalf of the unit member(s) requesting release time for CSEA business, must sign and complete a release form, notifying the unit member's immediate supervisor twenty-four (24) hours in advance. A copy of the signed form will be given to the supervisor, the Chapter President or his/her designee, the unit member, and the Human Resources Department for the purpose of tracking its use according to the terms and conditions of the current Collective Bargaining Agreement (CBA).



- 6.1.8 The right to be provided, without charge, two (2) copies of the tentative, publication, and adopted budget as provided to the County Office of Education.
- 6.1.9 The right to receive two (2) copies of the official Governing Board agenda with minutes and public support documents at the same time the packets are provided to Governing Board Members. These packets are to be provided to the CSEA President.
- 6.1.10 The right to receive a current version of the District Policy Manual. CSEA shall receive updated policies and procedures as they are enacted by the District.
- 6.1.11 The right to representation on any committee which would directly impact unit members.
- 6.1.12 The right to negotiate the District calendar.
- 6.1.13 The right to send two (2) representatives of CSEA's choice to an orientation meeting, not to exceed one (1) hour, with all newly hired unit members. Such meeting shall take place within two (2) weeks following the unit member's initial date of hire. The District Human Resources Office shall be responsible for scheduling orientation appointments with the prior approval of CSEA. Should a newly hired member not attend the orientation meeting, two (2) representatives of CSEA's choice shall be granted one (1) hour of release time each to onboard the newly hired unit member.
- 6.1.14 CSEA Negotiations Team shall be granted 2 hours of release time if needed to return proposals for bargaining preparation on the day prior to any schedule negotiation with the District. If additional time is needed CSEA may request additional time if necessary.
- 6.2 Personnel Changes: CSEA shall be notified in writing of all bargaining unit personnel changes, including positions, work location, hours and months in paid status.
- 6.3 Distribution of Agreement: Within thirty (30) days after the execution of this Agreement, the District shall provide, without charge, a copy of this Agreement to every unit member. Any unit member hired after the execution of this Agreement shall be provided by the District, without charge, a copy of the Agreement upon initial employment. Unit members shall also receive copies, without charge, of any written changes agreed to by the parties to this Agreement during the duration of this Agreement.
- 6.4 Voting Time Off: If a unit member's work schedule is such that it does not allow sufficient time to vote in any CSEA election in which the unit member is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit member without loss of pay.

## ARTICLE 7

### MANAGEMENT RIGHTS

- 7.1 Management Rights: The Board on its own behalf, and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California and the Constitution of the United States including, but without limiting the generality of the foregoing, the right:
- 7.1.1 To determine and administer policy.
  - 7.1.2 Subject to the provisions of the law, the District retains the right to determine the number and kind of personnel required, the right to hire, direct, classify, transfer, assign, reassign, evaluate, promote, demote, layoff, terminate and discipline employees including adopting and revising policies and practices with regard to such matter.
  - 7.1.3 To maintain the efficiency of District Operations.
  - 7.1.4 To determine the curriculum.
  - 7.1.5 To build, move or modify the facilities.
  - 7.1.6 To develop and administer the budget.
  - 7.1.7 To determine the methods of raising revenue.
  - 7.1.8 To lawfully contract out work.
  - 7.1.9 To take action on any matter in the event of an emergency.
  - 7.1.10 To delegate to the Superintendent and other legally appointed officers, the operation of the school system, its properties and facilities, including, but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigations of new educational programs.
- 7.2 Limit of Powers: The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with State and Federal law.



## ARTICLE 8

### CSEA REPRESENTATIVES

CSEA Representatives are as follows:

#### 8.1 Union Stewards:

8.1.1 Purpose: The District recognizes the need and affirms the right of CSEA to designate Union Stewards from among unit members. It is agreed that CSEA, in appointing such Stewards, does so for the purpose of promoting an effective relationship between the District and unit members by helping to settle problems at the lowest level of supervision.

8.1.2 Selection of Union Stewards: CSEA reserves the right to designate one (1) Union Steward per site, with the exception of the Service Center, which would have no more than two (2) Union Stewards. CSEA shall notify the District in writing of the names of the Union Stewards and the group they represent. If a change is made, the District shall be advised in writing of such change.

8.1.3 Duties and Responsibilities of Union Stewards: The following shall be understood to constitute the duties and responsibilities of Union Stewards:

8.1.3.1 After notifying his/her immediate supervisor, a Union Steward may be permitted to leave his/her normal work area during times which do not adversely impact the operations of the District, in order to assist in investigation, preparation, writing, and presentation of grievances. The Union Steward shall advise the supervisor of the grievant of his/her presence. The Union Steward is permitted to discuss any problem with all unit members immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

8.1.3.2 If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Union Steward at the time of the notification mentioned in 8.3.1, the Union Steward shall be permitted to leave his/her normal work area no later than two (2) hours after the emergency is over.

8.1.4 CSEA Staff Assistance: Union Stewards shall be entitled to seek and obtain assistance from CSEA staff personnel, for the purposes of investigation and/or processing grievances and matters related thereto and other reasons relating to wages, hours and terms and conditions of employment covered by this Agreement.

8.2 Site Representatives:

- 8.2.1 Purpose: The District recognizes the need affirms the right of CSEA to designate Site Representatives from among unit members.
- 8.2.2 Selection of Site Representatives: CSEA reserves the right to designate one (1) Site Representative per site, with the exception of the Service Center, which would have no more than two (2) Site Representatives. CSEA shall notify the District in writing of the names of the Site Representatives and the group they assist. If a change is made, the District shall be advised in writing of such change.
- 8.2.3 Duties and Responsibilities of Site Representatives: The following shall be understood to constitute the duties and responsibilities of Site Representatives:
- 8.2.3.1 The Site Representatives will be responsible for the distribution of Chapter newsletters, announcements, and other notices necessary to complete the business of the Chapter.
- 8.2.3.2 The Site Representatives may sit on Chapter and District Committees and will report back to their site with information gathered at those meetings.
- 8.2.3.3 The Site Representative may act as a liaison between unit members and the Executive Board in regard to asking questions or getting information for unit members at their site.

## ARTICLE 9

### HOURS AND OVERTIME

- 9.1 Workweek: The workweek of each full-time unit member hired prior to October 22, 1991, shall consist of five (5) consecutive workdays, Monday through Friday, and forty (40) hours per week, except for current Tuesday through Saturday unit members. Any unit member hired after October 22, 1991, may be required to work Saturday or Sunday as regularly scheduled workdays. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 9.6.
- 9.2 Workday:
- 9.2.1 The length of the workday for each full-time unit member shall be eight (8) hours per day.
- 9.2.2 The starting and ending time for each unit member shall be the same for each workday. If the District has a demonstrable need to change the daily work schedule, the District shall give the affected unit member(s) not less than ten (10) working days notice. The unit member(s) may meet with the supervisor or administrator to discuss the proposed change.
- 9.2.3 Summer Breaks:
- 9.2.3.1 During summer breaks, twelve (12) month employees will work four (4), ten (10) hour days, Monday through Thursday for three (3) weeks commencing the week after school ends in June , with the option of using one (1) vacation day during a week during that time if they choose to work four (4) eight hour days.
- 9.2.3.2 The Maintenance and Operations and Custodial staff may choose to work a four (4), ten (10) hour day workweek, Monday through Thursday, or Tuesday through Friday for the entire three (3) weeks. The Maintenance and Operations and Custodial staff will inform the Director of Maintenance and Operations of their choice to maintain a five (5) day a week workweek or four (4), ten (10) hour a day workweek by April 15th. Should the employee not inform the District by April 15th, the District will notify the employee by May 1st of their schedule for those three (3) weeks.

9.2.3.3 All eleven (11) month employees will participate in the four (4), ten (10) hour days if there is a five (5) day workweek in their calendar commencing after the student year ends.

9.3 Adjustment of Assigned Time: A unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment, within the same classification for a period of twenty-five (25) working days or more within a two (2) consecutive calendar month period, shall have his/her basic assignment changed to reflect the longer hours, effective with the next pay period. In addition, a unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment, within the same classification for a period of twenty(20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours, effective with the next pay period.

9.4 Lunch Periods:

9.4.1 Each unit member shall be entitled to a nonpaid uninterrupted lunch period, insofar as practicable, after the unit member has been on duty for three and three-quarter (3 3/4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than thirty (30) minutes and shall be scheduled for full-time unit members, insofar as is practicable, at or about the midpoint of each work shift.

9.4.2 A unit member may be required by his/her immediate supervisor to commence his/her lunch period at a time which falls within thirty (30) minutes before or thirty (30) minutes after the normal time of commencement.

9.4.3 Subject to mutual agreement between a unit member and his/her immediate supervisor, a unit member may work during a portion of his/her lunch period and receive compensatory time off during the same workday.

9.5 Rest Periods:

9.5.1 All unit members shall be granted rest periods which insofar as is practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarter (3-3/4) hours worked.

9.5.2 Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

9.6 Overtime:

9.6.1 Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in a calendar week

- 9.6.2 Compensation for all overtime work shall be at the rate of one and one-half (1-1/2) times the unit member's regular hourly rate or the hourly equivalent of his/her regular monthly rate.
- 9.6.3 Overtime work is any approved overtime work suffered or permitted in accordance with the Fair Labor Standards Act (FLSA). Overtime/extra time shall be distributed and rotated according to seniority among the unit members within each department and job classification. If the qualified unit member with the greatest seniority elects to refuse the overtime/extra time assignment, it shall be offered to unit members in descending order of seniority until the assignment is made. Once a unit member has been granted priority consideration, he/she shall not again be granted priority consideration until all unit members within each department and job classification shall have exercised their option to be granted priority consideration.
- 9.6.3.1 In the event that no unit member elects to perform work in accordance with the formula specified in Section 9.6.3, such assignment shall be made in the reverse order of seniority, commencing with the least senior unit member. For non-emergency, routine, and ordinary overtime, no unit member shall be required to work overtime/extra time unless the unit member receives at least twenty-four (24) hours prior notice of the assignment.
- 9.6.4 Notwithstanding the provisions of 9.1, no unit member may be required to take work home after the completion of his/her regular work shift.
- 9.6.5 All hours worked in excess of eight (8) hours on the sixth (6th) or seventh (7th) consecutive day shall be compensated at two (2) times the regular rate of pay.
- 9.6.6 A unit member having an average workday of less than four (4) hours during the workweek shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her workweek, be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay, plus the regular pay of the unit member designated and employed to perform the work.
- 9.6.7 All hours worked on holidays designated by Education Code, Section 45203, or its successor, or as delineated in Article 13, shall be compensated at one and one-half (1 1/2) times the regular rate of pay, plus the regular pay for the holiday.
- 9.7 Call-In Time: Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement. The unit member, in addition, shall also be compensated for reasonable travel time to and from the unit member's residence.
- 9.8 Call-Back Time: Any unit member called back to work after the completion of his/her regular daily assignment shall be compensated for at least two (2) hours of work at the

appropriate rate of pay under this Agreement. The unit member, in addition, shall also be compensated for reasonable travel time to and from the unit member's residence.

9.9 Shift Differential:

9.9.1 A unit member whose regularly assigned work shift commences between 1:30 p.m. and 6:00 a.m. or continues beyond 5:00 p.m. shall be paid a shift differential premium of one (1) range above the regular rate of pay for all hours worked.

9.9.2 A unit member who receives a night differential premium on the basis of his/her shift shall suffer no reduction in salary, including differential, when assigned temporarily to a day shift. Temporary, for purposes of this Article, is defined as any time less than sixty (60) working days.

9.10 Inconsistent Duty Compensation: Unit members who are required, directed, or permitted by their immediate supervisors to perform higher level duties inconsistent with their normal assigned duties for a period of four (4) consecutive work days or five (5) work days within a fifteen (15) day calendar pay period shall have their salary adjusted upward for the entire period they are required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside their normal assigned duties. Any unit member receiving inconsistent duty compensation while working out of classification shall be moved to the step placement of the new range which represents an increase of not less than five percent (5.0%) of the unit member's previous monthly base salary. Base salary shall mean the range and step of the job position that the unit member is working in. A unit member cannot work out of classification in a vacant position for more than sixty (60) working days.

9.10.1 Any professional growth and longevity increments the unit member has accumulated prior to receiving inconsistent duty compensation for working out of classification shall be added to the base salary range of the position that the unit member is working in during this period of time.

9.11 Summer School and Intersession Assignments: When work normally and customarily performed by unit members is required to be performed at times other than during the regular academic year, the work shall be assigned to unit members in the appropriate classification(s) as provided in this Section.

9.11.1 When necessary to assign unit members not regularly so assigned to serve during a summer school or intersession period, the assignment shall be made in order of bargaining unit seniority, but no unit member shall be required to accept such assignment. If the unit member with the greatest bargaining unit seniority within the work site refuses the assignment, it shall be offered to other unit members within the appropriate classification(s) in descending order of bargaining unit seniority until the position is filled. If no one at said worksite elects to work the assignment, it shall be offered to other unit members within the desired classification(s) districtwide in descending order of seniority until the assignment is made. It is the intent of this language to rotate summer school

and/or intersession assignments among appropriate classifications on a continual basis.

- 9.11.2 All hours assigned to a unit member for a summer school or intersession assignment shall be considered "hours in paid status" for the purpose of this Agreement.
  - 9.11.3 Clerical assignments or site-based programs shall be made from among the following bargaining unit positions: Administrative Assistant-School; Office Technician-School; and Office Assistant-School.
  - 9.11.4 The rate of pay for site-based program clerical summer school or intersession assignments shall be at Step One of the Office Technician position classification on the CSEA salary schedule or at the unit member's current rate of pay, whichever is higher.
  - 9.11.5 The rate of pay for other site-based program summer school or intersession assignments shall be at the unit member's current rate of pay.
  - 9.11.6 The District shall notify unit members 2 (two) weeks if possible in advance of the summer.
- 9.12. Community Service Events: A Community Service Event does not occur during the regular student Instructional day.
- 9.12.1 When work normally and customarily performed by unit members is required at a Community Services event at their worksite, the assignment shall be offered to the highest level of unit member within their job family is made with accordance with section 9.6.3. If the qualified employee refuses the assignment, it shall be offered to the next highest level unit member. If there are two (2) or more unit members at the same level, the assignment shall be made as specified in Section 9.6.3. If no one elects to work the assignment, it shall be offered to other unit members within the desired classification(s) as long as it does not interfere with their regular scheduled hours, districtwide in descending order of seniority until the assignment is made in accordance with Section 9.6.3.
  - 9.12.2 If a Community Services event will last for more than two (2) weeks, the assignment will be rotated for a maximum of two (2) weeks before the assignment is to be offered to the next unit member in the job class. In addition, if a Community Services event is offered annually at the site then the unit members shall be rotated each year by descending order of seniority.
  - 9.12.3 If a unit member is transferred to another location during a Community Services event before the end of the assignment, the unit member shall be allowed to complete the assignment.



- 9.13 Use of Substitutes: Substitutes will be used at the lowest position possible and current unit members will be given the opportunity to fill in for higher classifications when unit members in the higher positions are absent. It is understood the Campus Student Supervisors are restricted from subbing at other school sites unless an emergency need would arise; prior authorization from the Assistant Superintendent of Human Resources would be needed. Assignments for purposes of this Section are to be made in accordance with Section 9.6.3 and other Sections that may be pertinent.
- 9.14 Bus Drivers– Daily Schedule/Overtime/Extra Time:
- 9.14.1 The daily work schedule for bus drivers shall be defined as the daily route assignment. Any time worked other than the regular daily work schedule, which is the daily route assignment, will be considered an extra work assignment.
- 9.14.2 All pre-approved and pre-assigned overtime/extra work assignments; i.e., field trips, mid-day special education runs, etc., scheduled outside of the bus drivers' daily work schedule, will be distributed and rotated in accordance with Article 9.6.3, so far as is practicable; i.e. student needs, route/vehicle restrictions, and driver capability/restrictions.
- 9.14.3 When necessary to assign bus drivers not regularly so assigned to serve during a summer school or intersession period, the assignment shall be made in accordance with Article 9.11.1.
- 9.14.4 Any bus driver called in to work on a day when he/she is not scheduled to work or called back to work after the completion of his/her regular daily assignment shall be compensated in accordance with Article 9.8.
- 9.15 Professional Growth Days: In each school year covered by the agreement, all members of the bargaining unit will receive two (2) paid Professional Growth Days inclusive in their work calendar (See Appendix A). The scheduling will vary based on the needs of the District and/or department.



## ARTICLE 10

### PAY AND ALLOWANCES

#### 10.1 Salary Schedule Conditions:

10.1.1 All unit members, shall be paid in accordance with their placement on the salary schedule which is attached hereto marked as Appendix "B". School Secretaries in their position as of December 31, 2001 shall be paid in accordance with the attached side letter of agreement and salary schedule to be incorporated as "Appendix I."

10.1.2 Step increments of the salary schedule will be automatic until the top step is attained .

10.1.3 Effective July 1, 2021 all bargaining unit members will receive a 3% salary increase on **CSEA salary schedule**.

In the 2021-22 school year only, the District will provide unit members one-time additional compensation in the equivalent of 1% of their base compensation. To receive this compensation, the unit member must complete five professional development sessions outside of their work hours and document it through the use of a sign in sheet. For each session that is completed, .2% of the 1% will be earned. This payment will be provided in June, 2022 warrant. This additional compensation will expire at end of the 2021-2022 school year, absent mutual agreements by the parties.

- Training sessions that could be included for the one-time money are as follows:
  - Keenan and Associates trainings
  - Google trainings
  - CSEA PATH trainings
  - By mutual agreement, CSEA and the District may elect to include other digital and in-person trainings.
- Training sessions taken during the 2021-2022 school year prior to the execution of this agreement shall be counted toward the five professional development sessions.

10.1.3.1 In addition, if any other bargaining unit or employee group within the District receives higher increase in compensation salary, the equivalent percent shall be applied to the classified bargaining unit.

#### 10.2 Promotion:

Any unit member receiving a promotion shall be moved to the step placement of the new range which represents an increase of not less than five percent (5%) of the unit

member's previous monthly base salary. Base salary shall mean the range and step amount of the job position that the unit member is working in.

10.2.1 Any professional growth and longevity increments the unit member had before promotion shall be added to the base salary range upon promotion.

10.3 Assignment of Anniversary Date:

If a unit member has a first paid day of service as a regular classified employee between July 1 and January 31 of any school year, the unit member shall be given a first year anniversary date on the ensuing July 1. If a unit member has a first paid day of service as a regular classified employee between February 1 and June 30 of any school year, the unit member shall be given a first year anniversary date on the July 1 immediately following the ensuing July 1.

10.4 Longevity Pay:

Unit members are recognized after ten (10) years of service with a one (1) range increase of base salary; after thirteen (13) years of service with a two (2) range increase in base salary; after sixteen (16) years of service with a one (1) range increase in base salary; after nineteen (19) years of service with a two (2) range increase in base salary; after twenty-two (22) years of service with a one (1) range increase in base salary; after twenty-seven (27) years of service with a one (1) range increase of base salary. (Total of eight (8) full ranges increase in salary.) Effective July 1, 2007.

10.5 Basis of Compensation:

Unit members shall be compensated on a monthly basis in accordance with the existing salary schedule.

10.6 Mileage:

10.6.1 Any unit member required to use his/her personal automobile in the performance of assigned duties shall be entitled to mileage reimbursement at the rate of the current applicable Internal Revenue Service rate.

10.6.2 Mileage shall not be paid for travel to and from the unit member's residence.

10.6.3 The Superintendent is vested with the authority to provide for the administration of the mileage reimbursement program.

## ARTICLE 11

### EMPLOYEE EXPENSES AND MATERIALS

#### 11.1 Uniforms:

The District shall pay the full cost of the purchase, lease or rental, plus cleaning and maintenance of uniforms required by the District to be worn or used by unit members.

#### 11.2 Personal Property:

Personal property of unit members used to enhance the functions of their duties may be brought to or left on District premises with the advance approval of the immediate supervisor (Personal property is defined as employee-owned materials or equipment utilized by the unit member for enhancement of or to supplement the unit member's job duties, excluding ornamental items and articles of clothing, but including prescription eyeglasses and hearing aids.).

11.2.1 The request to bring personal property on District premises will be on District prescribed forms and returned to the Business Services Department before property is covered under this Article. The form will include the approval of the immediate supervisor as to the applicability of the item to the unit member's job duties and the approval by the Assistant Superintendent of Business Services as to replacement value.

11.2.2 If such property is stolen or damaged while on District premises, and without fault of the unit member as determined by the immediate supervisor, the District shall honor a claim for replacement or repair, reserving the right to designate the vendor. Maximum claims shall be paid up to three hundred dollars (\$300.00) per occurrence and five hundred dollars (\$500.00) per unit member per year, with a ten dollar (\$10.00) deductible per occurrence borne by the unit member.

11.2.3 Property stolen or damaged must be reported within twenty-four (24) hours of the time of discovery of the theft or damage by the unit member to the Business Services Department on a District Vandalism and/or Burglary Report. The filing of claims shall require a statement of clear market value.

#### 11.3 Automobile Insurance:

The District will reimburse unit members who maintain automobile insurance up to five hundred dollars (\$500.00) of the amount of his/her insurance deductible or the amount of actual damage, whichever is less, when damage occurs while driving his/her vehicle on District business after having been directed to do so by his/her supervisor.

#### 11.4 Safety Equipment:

Should the employment duties of a unit member reasonably require the use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish such equipment or gear.

## ARTICLE 12

### HEALTH AND WELFARE BENEFITS

#### 12.1 Benefit Allowance:

The District, on an annual basis, shall establish a "pool" to implement the District's maximum contribution per eligible employee for medical, dental, vision care and life insurance plans as selected by eligible employees. The District's maximum contribution per eligible employee shall be \$15,282. This contribution may be increased by mutual agreement of the parties. If the costs exceed the specific contribution by the District at any time during the school year, for any eligible employee, the amount over the specific contribution will be automatically deducted from the paychecks of the employee except as provided under this article. Should this occur, the parties agree to negotiate the implementation of additional employee out-of-pocket expense. The implementation of the deduction of the additional out-of-pocket cost must happen in the fiscal year it occurs.

An eligible employee is any bargaining unit member who has a regular assignment of at least four (4) hours or more. Each eligible employee is required to enroll under current plans for medical insurance, dental insurance (dependent coverage included), vision care insurance (employee only) and life insurance (\$50,000), as outlined in Appendix "D".

The utilization of a "pool" approach will allow each eligible and participating employee to receive a benefit equivalent which may be less than the District contribution per year, but in no event shall the total amount contributed by the District exceed the product of the District's contribution times the number of eligible and participating employees on an annualized basis.

The "pool" is based on the fact that the cost for employee-only coverage for health and welfare benefits is less than the District contribution for an eligible employee, thus, there is a difference between the actual cost of employee-only coverage for an eligible employee and the District contribution or cap. This difference or excess is placed in a "pool" to reduce the out-of-pocket costs for employees who choose two-party or family coverage, and whose health and welfare benefits cost more than the District contribution. The number of eligible employees who enroll during the annual fall open enrollment establishes the District "multiplier" for the total annual District contribution (eligible number of employees "multiplier" x District contribution per employee).

In the event that the total amount of the "pool" is not sufficient to cover the costs for all eligible and participating employees, the costs in excess ("excess costs") of the total amount in the "pool" shall be paid by eligible and participating employees whose plans exceed the District contribution. The excess costs saved are proportionately "spread" to eligible employees who choose two party or family coverage. The "spread" is based upon the number of employees choosing two party and family coverage and the costs of such coverages. The District shall maintain a minimum of \$30,000 of excess costs in a "pool reserve" to address the fluctuation during the year in the number of eligible employees and the changes in plan selections made by the employee.

In any subsequent school year if the District's maximum contribution does not cover the costs for employee only coverage for health and welfare benefits, the pool may not be established.

The pool balances shall be utilized for insurance premiums only and for no other purpose. An annual review of the prior year's insurance pool and plans shall be conducted by the District and CSEA by September 15 of each school year. CSEA shall appoint three (3) representatives to serve on an Insurance Joint Advisory Committee whose primary purpose is to monitor the formation, participation levels and maintenance of the pool. The committee shall also serve as an advisory committee to the parties' negotiating teams.

12.1.1 Should an eligible employee's employment terminate following the last duty day of the work year and before commencement of the following work year, such employee shall be entitled to coverage under the employee's current medical, dental, vision care and life insurance plans through September 30 of such following work year.

12.2 Early Retirement Incentive:

As an incentive to have unit members retire early, the District agrees to pay the full Health plan benefits for unit members as follows:

Years of full time District Service	Percentage of District Contribution toward Health Plan on Unit Member
15+	100%
14-15	90%
13-14	80%
12-13	70%
11-12	60%
10-11	50%

12.2.1 No unit member retiree shall be eligible to apply for the above benefits, upon retirement, until reaching the age of fifty-five (55) years.

12.2.2 When benefits provided for in Section 12.2 expire upon the unit member retiree's 65th birthday, such unit member retiree may, with the carrier's consent and at his/her own cost, participate in the District's medical insurance program in effect.

12.2.3 Retired unit members who move from the immediate area to another area not covered by a District paid medical program may receive a cash payout equal to the lowest cost medical program available until age 65 (See Appendix "E")

12.3 Part-Time Unit Members:

All unit members working less than four (4) hours per day shall have the option to participate in District medical programs. Any unit member electing to participate in programs stated in Section 12.1 shall do so at unit member's expense.

12.4 Non-Benefit Unit Members:

Non-benefit unit members shall be covered by the Life Insurance plan currently in effect for all other unit members.

12.5 Section 125 Plan:

Unit members may, at their option, participate in the Section 125 Pre- Tax Benefit Program.

## ARTICLE 13

### HOLIDAYS

#### 13.1 Scheduled Holidays:

The District agrees to provide all unit members with the following paid holidays:

13.1.1 New Year's Day

13.1.2 Martin Luther King Day

13.1.3 Lincoln Day

13.1.4 Washington Day

13.1.5 Cesar Chavez Day

13.1.6 Friday before Easter

13.1.7 Memorial Day

13.1.8 Independence Day

13.1.9 Labor Day

13.1.10 Admission Day

13.1.11 Veterans Day

13.1.12 Thanksgiving Day

13.1.13 The Friday following Thanksgiving Day

13.1.14 Christmas Eve

13.1.15 Christmas Day

13.1.16 New Year's Eve

13.1.17 Juneteenth

#### 13.2 Holidays on Saturday or Sunday:

13.2.1 When a holiday falls on a Saturday, the preceding workday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday shall be deemed to be that holiday.

13.2.2 The operation of this Section shall not cause any unit member to lose any of the holidays clearly indicated in this Article.

13.3 Non-Benefit Unit Members:

Non-benefit unit members shall receive an additional day off with pay each school year at a time mutually agreed upon by their immediate supervisor. This additional day is not accumulative, must be used each year or lost, and cannot be used as a salaried day at termination.

13.4 Holiday Eligibility:

Except as otherwise provided in this Article, a unit member must be in paid status on the workday immediately preceding or succeeding the holiday to be paid for the holiday.



## ARTICLE 14

### VACATION

14.1 Eligibility:

All unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis- July 1 to June 30.

14.2 Earned Vacation:

Unit members shall be granted not less than one (1) day of annual leave with pay per month of employment during the year.

14.3 Accumulation:

Unused vacation time may not accumulate above forty-four (44) earned days unless prior approval of the Superintendent or his/her designee is on record.

14.3.1 If twelve (12) month unit members do not voluntarily schedule vacations to keep below the forty-four (44) day maximum, they shall be directed by their immediate supervisor to take such days at a time determined by their immediate supervisor.

14.3.2 If ten (10) or eleven (11) month unit members do not voluntarily schedule vacations to keep below the forty-four (44) day maximum plus three (3) pay-off days (see 14.11) they shall be directed by their immediate supervisor to take such days at a time determined by their immediate supervisor.

14.4 Vacation Pay Upon Termination:

When a unit member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

14.5 New Unit Members:

New unit members may not take earned vacation time until after three (3) months of employment. After three (3) months of employment, unit members may take earned vacation time pursuant to a District vacation schedule approved by the Superintendent.

14.6 Ten (10) and Eleven (11) Month Unit Members:

Ten (10) and eleven (11) month unit members shall take six (6) earned vacation days during the winter break and four (4) earned vacation days during the spring break. It is understood that the days will be taken from the first six (6) days of the winter break and the first four (4) days of spring break.

14.7 Twelve (12) Month Unit Members: Twelve (12) month unit members shall take one (1) vacation of not less than five (5) consecutive workdays each twelve (12) month period.

14.8 Vacation Postponement:

If a unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. In such case, the unit member may elect to have his/her vacation rescheduled or to carry over his/her vacation to the following year if there is insufficient time to reschedule during the remainder of the year.

14.9 Vacation Scheduling:

Vacations for unit members shall be scheduled at the time requested, so far as possible, within the District work requirements. The District will make every possible effort to grant vacation requests at times requested by unit members. Requests for vacation must be submitted and approved in advance of the employee taking this vacation. However, requests for vacation that are submitted to the unit member's supervisor less than twenty-four (24) hours in advance of the unit member taking this vacation may not be approved. Denials of requested vacation time must be given to the unit member in writing and a copy will be forwarded to the Human Resources Department.

14.9.1 When two (2) or more unit members request the same vacation period and the supervisor has determined that all requested vacations may not be granted, the following procedure shall be implemented.

- A. The immediate supervisor shall notify the affected unit members of the conflict and the unit members shall attempt to resolve the conflict.
- B. If the unit members cannot resolve the conflict, the immediate supervisor shall grant the vacation to the unit member with the most bargaining unit seniority, unless the unit member with the least seniority had filed a request at least sixty (60) days prior to the requested vacation dates.

14.10 Interruption of Vacation:

A unit member shall be permitted to interrupt or to terminate vacation in order to begin another type of paid leave provided by this Agreement, provided the unit member supplies notices and supporting information as required by the Agreement.

14.11 Excess Vacation Day Pay-Off:

Ten (10) and eleven (11) month unit members who have in excess of forty-four (44) vacation days at the close of business on June 30 of each school year shall receive payment for the number of days exceeding forty-four (44) vacations days in lieu of the vacation days, up to a maximum of three (5) days.

14.11.1 Payment for these days shall be made at the unit members regular rate of pay.

14.11.2 Eligible unit members shall be notified in writing as to the number of days for which they shall receive payment. Notification shall be made by July 31 and CSEA shall receive copies of all such notices.

14.11.3 Payment shall be made by August 15<sup>th</sup> of each school year.

14.12 Encouraging Use:

The District agrees that unit members shall be encouraged to use excess vacation days. The District also agrees that they shall not discourage unit members from taking vacation time.

14.13 Notice:

In September of each school year, unit members shall receive a notice indicating the number of vacation days they have on record.

14.14 Vacation Days:

Vacation shall be granted as follows. Ten (10) month unit members will be granted a maximum of eighteen (18) days vacation. Eleven (11) month unit members will be granted a maximum of nineteen (19) days vacation. Employees accruing 18 days and above as of July 1, 1997, shall continue to accrue at their current rate. Employees currently accruing 19, 20, or 21 days shall continue to accrue at the higher rates.

Years of employment	12-month unit members	11-month unit members	10-month unit members
1-4 years	12 days	11 days	10 days
5 years	14 days	13 days	12 days
6 years	15 days	14 days	13 days
7 years	16 days	15 days	14 days
8 years	17 days	16 days	15 days
9 years	18 days	17 days	16 days
10 years	19 days	18 days	17 days
11 years	20 days	18 days	17 days
12 years	21 days	18 days	17 days
13 years	21 days	18 days	17 days
14 years	21 days	19 days	18 days

## ARTICLE 15

### LEAVES

#### 15.1 Sick Leave:

- 15.1.1 Subject to the provisions of this Section, the Board shall provide for a compensated leave of absence from duty to any unit member who is compelled to be absent from duty because of accident, illness or quarantine.
- 15.1.2 Unit members employed for the full school year are entitled to twelve (12) days sick leave each school year commencing on the first day of employment.
- 15.1.3 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 15.1.4 Unit members hired for less than a full school year (i.e. ten (10) months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position.
- 15.1.5 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, all new unit members shall not be eligible to take more than six (6) days until the first day of the calendar month after the completion of six (6) months of active service with the District.
- 15.1.6 If a unit member does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 15.1.7 In September of each school year, unit members shall receive a notice indicating the number of sick leave days they have on record, until such time as the County Office Payroll System includes this information with monthly pay warrants.
- 15.1.8 A sick leave absence shall be reported by the unit member prior to the absence. Unit members requesting sick leave benefits who are absent for five (5) or more consecutive days may be required to submit to the District a physician's statement, or that of a person authorized by any well-organized church or denomination to treat people, certifying the absence. If the District has a reasonable basis to suspect that a unit member may be abusing sick leave, or if the unit member is repeatedly absent from work without an excuse, the District may require a physician's verification of illness after three (3) consecutive days of absence. The District need not assume that a unit member's statement establishes disability conclusively, but may require a review or fitness-for-duty examination by a physician selected by the District or a practitioner of the unit member's faith selected by the District. If a physician's verification of illness has been provided, a unit member may also be required to

submit to the District a physician's statement certifying his/her ability to return to work, including a return-to-work date. In lieu of a physician's certification, the Superintendent may permit certification of illness by the unit member.

15.2 Leaves of Absence for Industrial Accident and Illness:

In addition to any benefits that a unit member may be entitled to under the Worker's Compensation laws of this state, unit members shall be entitled to the following benefits:

- 15.2.1 A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 15.2.2 Industrial accident or illness leave will commence on the first day of absence.
- 15.2.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation law of this state, exceed the normal wage for the day.
- 15.2.4 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to worker's compensation proceedings.
- 15.2.5 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may be used. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of the accumulated and available sick and/or vacation leave, which, when added to the Worker's Compensation award, provides for a full days' pay at the regular rate of pay.
- 15.2.6 During all paid leaves of absence, unit members may endorse to the District the temporary disability indemnity received on account of the unit member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.
- 15.2.7 When a unit member on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her prior position at the appropriate rate of pay unless he/she is medically certified as incapable of performing the duties of his/her prior position.

15.3 Entitlement to Other Sick Leave:

Each unit member shall, each fiscal year, be entitled to use up to a total of one hundred (100) working days sick leave in addition to their accumulated sick leave. Each day of sick leave provided by this Section shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary. The paid sick leave provided for under this Section shall be in addition to other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 15.1 and 15.2. To be eligible for this additional paid sick leave, unit members must present a physician's verification of illness for any days of work missed.

15.4 Break in Service:

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

15.5 Bereavement Leave:

15.5.1 Every unit member is entitled to a leave of absence, not to exceed three (3) days or five (5) days if more than two hundred fifty (250) miles of travel (one way) from the unit member's residence is required, on account of the death of any member of the immediate family. With 24 hour notice, a unit member may extend bereavement leave by up to three days using Personal Business Leave, or Vacation if unit member has appropriate available time. No deduction shall be made from the salary of such unit member nor shall leave be deducted from leave granted by other sections of this Agreement.

15.5.2 The immediate family shall include the following relatives of the unit member or the unit member's spouse or properly registered domestic partner: husband, wife, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, step-parent, step-child, brother, sister, current foster son or daughter, or any relative living in the immediate household of the employee.

15.5.3 In cases involving a long-established personal relationship between a unit member and an individual residing within the same household, bereavement leave may be granted at the discretion of the Superintendent.

15.6 Personal Necessity Leave: Any days of absence for sick leave under Section 15.1 of this Article may be used by the unit member, at his/her election, in cases of personal necessity on the following basis:

15.6.1 Death of a member of his/her immediate family when additional leave is required beyond that provided by Section 15.5.2, or for members of the family not provided for in this section who have a close personal relationship with the unit member and who are not living in the same household.

15.6.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

15.6.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

15.6.4 Such other reasons which may be prescribed by the Governing Board.

15.6.5 "Personal necessity" shall be strictly limited to its common and ordinary meaning, to wit; circumstances which are truly unavoidable, beyond the control of the unit member, and in the nature of compulsion. Leave for personal convenience, civic or non-emergency reasons, or circumstances created by the choice of the unit member does not constitute personal necessity leave.

15.6.6 In no case shall personal necessity leave be used for:

- a. Extension of a school holiday or vacation.
- b. Social event (wedding of self/family members, reunion, etc.)
- c. Convention related to a unit member's avocation or religion.

15.6.7 The total number of days used for personal necessity leave in any school year may not exceed seven (7) days.

15.7 Personal Business Leave:

15.7.1 A unit member shall be entitled to use three (3) days of accumulated sick leave per school year for any purpose which such unit member deems sufficiently important to absent himself/herself from his/her duties. The unit member is allowed to accumulate and use any unused portion up to five (5) days per year. Effective July 1, 2004, unit members may not take more than three (3) consecutive days of Personal Business Leave.

15.7.2 A unit member shall notify his/her site administrator at least twenty-four (24) hours in advance of taking such leave. In no event, however, shall a unit member be required to explain the purpose for which such leave was used.

15.7.3 At no time will more than fifteen percent (15%) of the total number of unit members at any one site, or twenty-five (25%) of one job classification, be allowed to use their personal leave entitlement on the same day.

15.7.4 Personal leave entitlement shall not accumulate from year to year, except as provided for in Section 15.7.1.



15.8 Long-Term Uncompensated Leave:

- 15.8.1 Long-term uncompensated leave may be granted by the Board on an individual basis for the following purposes: Study; Travel; Personal Hardship; Health; Child-rearing.
- 15.8.2 Eligibility: A unit member shall have completed at least one (1) year of satisfactory service with the District to be considered for a long-term uncompensated leave.
- 15.8.3 Application: Requests for long-term uncompensated leave shall be made to the District at least four (4) weeks in advance of the desired date.
- 15.8.4 Period of Leave: A long-term uncompensated leave may be granted for a period of up to twelve (12) months.
- 15.8.5 Commitment of Unit Member: The unit member granted a long-term uncompensated leave shall inform the Board at least thirty (30) days prior to the scheduled return date as to his/her intentions. If said notification is not received, proper action may be taken to terminate employment.
- 15.8.6 Commitment of Employer: At the expiration of the long-term uncompensated leave, the unit member shall be offered a position within the class to which he/she was previously assigned. While on long-term uncompensated leave for reasons other than study, a unit member shall be entitled to insurance benefits provided to unit members of like status, if he/she pays the premiums therefor and he/she is eligible under the terms of the insurance carrier. When a unit member is granted a long-term uncompensated leave for study, the Board shall pay one-half (1/2) the cost of insurance benefits provided to unit members of like status, provided the unit member is eligible under the terms of the insurance carrier.

15.9 Short-Term Uncompensated Leave:

- 15.9.1 Unit members may request a short-term uncompensated leave-of-absence for a period not to exceed ten (10) working days.
- 15.9.2 Any unit member wishing to take short-term uncompensated leave shall obtain prior approval from the principal or immediate supervisor.
- 15.9.3 For personal hardship or health reasons, the Superintendent may grant up to thirty (30) working days of short-term uncompensated leave upon written request from the unit member.

15.10 Judicial Leave:

- 15.10.1 Unit members who are required to serve as jurors or to appear in court pursuant to a lawful subpoena shall be entitled to leave without loss of pay, except as provided for hereinafter.



- 15.10.2 Judicial leave, when granted pursuant to Section 15.10.1, shall be granted with pay up to the amount of the difference between the unit member's regular earnings and the amount he/she received for jury or witness fees. All fees received by the unit member must be remitted to the District, excluding mileage fees or any fee for time that the unit member would not have rendered service to the District.
- 15.10.3 If the unit member receives fees which are in excess of regular earnings, the unit member shall be excused without pay.
- 15.10.4 Unit members who appear in court under a subpoena must submit a copy of the subpoena and/or a court verification of appearance in order to receive pay under this Section.
- 15.10.5 In the event that a unit member is required to serve as a juror or to appear in court pursuant to a lawful subpoena for a daily period of time more than one-half (1/2) the unit member's paid assignment, such unit member shall not be required to return to work for that day.
- 15.10.6 If a unit member whose regular assigned shift commences at 2:00 p.m. or after, is required to serve on jury duty for one-half (1/2) of his/her normal work hours, the unit member shall be released from work for the rest of the day. If a unit member is required to serve on jury duty for less than one-half (1/2) of his/her normal work hours, the affected unit member shall have the hours served on jury duty counted as time worked.
- 15.11 Military Leave: A unit member shall be entitled to any military leave required by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 15.12 Adoption Leave: A unit member who is adopting a child shall be entitled to two (2) days of paid leave for the purpose of caring for the needs of the child.
- 15.13 Parental Leave: Parental Leave for Child Bonding/Child Care (NEW)-The Governing Board (District) will abide by the required provisions of the Parental Leave for Child Bonding/Child Care Act according to Government Codes. A copy of the provisions will be in the Human Resources Office. A unit member shall be entitled to two (2) days of paid leave upon the birth of his/her child.
- 15.14 Maternity Leave: The Board shall provide leave of absence for any unit member whose absence is required by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absence may be requested and granted only in accordance with the provisions of this Agreement applicable to sick leave and uncompensated leave.
- 15.15 Catastrophic Leave Bank:

- 15.15.1 The District shall establish a catastrophic illness/injury leave bank to which eligible unit members may voluntarily donate earned sick leave or vacation days. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Leave Bank Donation Form." A donation to the bank shall be a general donation, and shall not be donated to a specific employee.
- 15.15.2 A catastrophic illness/injury is defined to mean an illness/injury that is expected to incapacitate the employee or his or her immediate family member, for an extended period of time and taking time off from work would create a financial hardship for the employee.
- 15.15.3 Qualifications to make donations are as follows:
- a. The unit member must have an accumulated sick leave or vacation day balance of at least fifteen (15) days in the accumulated leave they are donating from at the conclusion of the preceding school year.
  - b. The eligible unit member must donate a minimum of one (1) working day of sick leave/vacation hours to the bank and not more than five (5) working days of sick leave/vacation hours in any one (1) school year. The donated hours can be a combination of both sick leave and vacation, but shall not exceed a total of five (5) days.
- 15.15.4 Any permanent unit member suffering from a catastrophic illness/injury is eligible to apply for use of sick leave days from the bank. To be eligible for use of bank days, the unit member must have exhausted all accrued paid leave credits, including vacation and other forms of paid leave. The unit member must use all paid leave credits that he/she continues to accrue on a monthly basis before receiving bank hours. Hours of donations or utilization are based upon full-time employment and utilization for part-time employees shall be credited or used on a pro-rata basis. The maximum number of hours to be utilized by any one eligible unit member for a single catastrophic illness/injury or the maximum amount per school year shall be the equivalent of sixty (60) working days or the amount available in the bank. A unit member requesting use of bank hours must provide the District with written verification of the illness/injury prepared by a licensed physician of the State of California.
- 15.15.5 Solicitation for the bank shall be administered by CSEA, Chapter 206. The District shall provide all forms which are to be used for this purpose. All forms shall be forwarded to the Human Resources Department for processing.

- 15.15.6 All requests for use of bank hours shall be presented in writing to the Human Resources Department. Upon receipt, the department shall provide the applicant with a copy of this contract provision. It shall be the responsibility of the applicant to satisfy all conditions of eligibility.
- 15.15.7 The Superintendent Designee and the CSEA Chapter President or designee shall meet to verify eligibility. The CSEA representative shall not be a relative of or work in the same department as the applicant.
- 15.15.8 CSEA, Chapter 206, shall hold harmless and indemnify the District from any and all claims, attorneys' fees, judgements, costs or settlements arising from the administration of this Article.
- 15.16 Family and Medical Leave Act: The Governing Board (District) will abide by the required provisions of the Family and Medical Leave Act of 1993. A copy of the complete text of the act will be maintained in the office of the Human Resources Department.

## ARTICLE 16

### HIRING

16.1 The District agrees to comply with Education Code Section 45103 regarding substitutes and short-term employees.

## ARTICLE 17

### TRANSFERS

- 17.1 Assignment: Assignments for unit members shall be determined by the Superintendent, subject only to the express terms of this Article.
- 17.2 Definitions:
- 17.2.1 **"Transfer"** is defined as the lateral movement of a unit member from one (1) site to another.
- 17.2.2 **"Voluntary Transfer"** is a transfer which is initiated through a request submitted by a unit member.
- 17.2.3 **"Involuntary Transfer"** is a transfer which is initiated and effected at the discretion of the Superintendent.
- 17.3 Voluntary Transfers:
- 17.3.1 All notices of vacancies shall be posted for not less than ten (10) working days at each work site. CSEA shall be sent a copy of the notice at the time the vacancy is posted. A job vacancy notice shall include the job title, job site, a brief description of the position and duties, the minimum qualifications required of the position, the number of hours per day, the number of days per week, the number of months per year, the salary range, and the deadline for filing to fill the vacancy.
- 17.3.2 Any unit member on leave during the period of the posting shall be mailed a copy of the notice by email on the date the position is posted.
- 17.3.3 To the extent permitted by law, when a new position is created, or an existing position becomes vacant, the District shall first consider voluntary transfer requests from unit members serving in the same position in the District. Any qualified unit member serving in the same position may apply for a transfer to that position by filing a written notice with the Human Resources Department, either during the designated window period of April 1<sup>st</sup> to June 30<sup>th</sup> of each school year or during the designated posting period of a specific vacancy at any time during the school year.
- 17.3.4 Voluntary transfers shall be based upon whether or not the voluntary transfer serves the best interests of the District, as determined by the Superintendent.
- 17.3.5 Unit members with transfer applications on file by the announced closing date will be considered for any and all positions for which they qualify.

17.3.6 The posting and bidding requirements relating to voluntary transfer requests shall not be applicable to Instructional Assistant positions of three and one-half (3.5) hours or less.

17.4 Involuntary Transfers:

17.4.1 Involuntary transfers shall be based upon whether or not the involuntary transfer serves the best interest of the District as determined by the Superintendent.

17.4.2 A notice of involuntary transfer for the coming school year shall be given in writing to the unit member as soon as is practicable, but in no case shall this be less than fifteen (15) days.

17.4.3 An employee receiving an involuntary transfer from a year-round to a traditional school or vice-versa shall be given the option of being paid on a twelve (12) month or ten (10) month pay cycle. If the employee chooses to continue on the twelve (12) month pay cycle, they must work one day in July and one day in August with the mutual agreement of the employee and Human Resources Department. This shall only be in effect for the first school year. An employee's days in paid status shall not exceed 210 days.

17.5 Medical Transfers: The District will make every reasonable effort to accommodate and give alternative work, if available, to a unit member who has become medically unable to satisfactorily perform his/her regular job class duties. The alternative work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be implemented only after notice to CSEA and concurrence of the unit member.

## ARTICLE 18

### VACANCIES

- 18.1 Posting of Notices: Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards in prominent locations at each District work site. All notices of vacancies shall be posted for not less ten (10) working days at each site. CSEA shall be sent a copy of the notice at the time the vacancy is posted. A job vacancy shall include the job title, the job site, a brief description of the position and duties, the minimum qualifications required of the position, the number of hours per day, the number of days per week, and number of months per year, the salary range, and the deadline for filing to fill the vacancy.
- 18.2 Filing: Any unit member may file for a vacancy by submitting written notice to the Human Resources Department within the filing period. Any unit member on leave or vacation may authorize his/her CSEA representative to file on the unit member's behalf.
- 18.3 All vacancies will be posted internally before being advertised to the public. Notification of all vacancies will be posted at each work site for not less than 5 (five) working days prior to being advertised to the public. CSEA shall be sent a copy of the notice at the time it is posted.

Any employee in the bargaining unit may apply for that position by filing a written application according to the specifications in the posting. All qualified, regularly employed, permanent unit members applying for another position within the District are to be provided the opportunity of an interview if they meet the required qualifications.

## ARTICLE 19

### CLASSIFICATIONS AND RECLASSIFICATIONS

- 19.1 Placement in Class: Every bargaining unit position shall be placed in a class.
- 19.2 Position Reclassification Procedures: A reclassification committee, composed of three (3) employees designated by the District and three (3) CSEA representatives, will meet prior to February 15th of each school year to affirm which job families will be reviewed during the reclassification review process. The Assistant Superintendent, Human Resources will serve as chairperson of the committee.
- 19.3 Reclassification Committee: The Reclassification Committee will select a consultant to be used for the annual reclassification review process. The consultant will conduct the reclassification review process on those eligible as listed in Article 19.4. Each job family shall be reviewed at least once every four (4) years; however, upon mutual agreement between the District and CSEA, the job families portion of the review process may be delayed.
- 19.4 Reclassification Review Process: The reclassification review process shall consider:
- A. All previously pre-scheduled and pre-determined job families.
  - B. All unit members who have received inconsistent duty compensation for more than sixty (60) days in a year.
  - C. Requests from unit members who believe that their duties have changed and who have notified the Human Resources Department by the 2nd Monday when school resumes following winter break.
  - D. The reclassification committee shall send written notification to the unit member of its recommendation to approve or deny the unit member's request for reclassification by May 1st. If there is going to be a delay in the member receiving the written notification, the committee will inform the member and provide them with the anticipated date of completion.
  - E. If, as a result of this process, a position is recommended for an increase in salary or change in the job description, these recommendations shall be negotiated with CSEA prior to being recommended for approval by the Governing Board.
  - F. All changes approved by the Board shall be effective the July 1 following submission.
- 19.5 Downward Reclassifications: No positions may be recommended for a downward adjustment in a reclassification.



## ARTICLE 20

### GRIEVANCE PROCEDURE

#### 20.1 Definitions:

Grievance - A grievance is a written assertion, after Step One, by one or more unit members that there has been a violation, misinterpretation, or misapplication of the express terms of this Agreement which personally and adversely affects the unit member(s).

A Party in Interest- The unit member(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Representative - A fellow unit member, administrator, agent of the exclusive representative, or legal counsel who shall represent any party in interest at his/her election.

Days - As used in the grievance procedure refers to days on which the administrative office of the District is open for business, excluding Winter and Spring recesses.

20.1.1 No grievance shall be recognized unless it shall have been presented at the appropriate step within thirty (30) days after the grievant knew or reasonably should have known of the act or condition and its aggrieving nature that formed the basis of the grievance; and if not so presented, the grievance shall be considered waived.

#### 20.2 Procedure: Grievances shall be handled in the following manner:

20.2.1 Step One: An aggrieved unit member may present directly or through his/her CSEA Representative, his/her grievance to his/her immediate supervisor. The grievance shall be submitted only orally. If the grievance is not satisfactorily adjusted informally within ten (10) working days, the grievance may proceed to Step Two.

20.2.2 Step Two: An aggrieved unit member may present directly or through his/her CSEA Representative, the grievance to his/her immediate supervisor in writing. If the grievance is not satisfactorily adjusted, the immediate supervisor shall reduce to writing his/her response to the grievance. Written response to the grievance shall be submitted to the aggrieved party and CSEA within ten (10) working days of the submission of the grievance

20.2.3 Step Three: If the grievance is not satisfactorily adjusted by the immediate supervisor, or, if the immediate supervisor fails to respond in accordance with Step Two, CSEA may submit the grievance in writing to the next level of supervision within five (5) days of the written response from the immediate supervisor, or within five (5) days after the immediate supervisor fails to respond in accordance with Step Two. Within five (5) working days after the receipt of the grievance at Step Three, the next level of supervision shall hold a meeting at which the grievant, CSEA Representative and the immediate supervisor of the grievant shall be present to discuss and seek to resolve the grievance. The grievant and CSEA Representative shall be notified in writing of the response at Step Three within five (5) working days after the meeting.

20.2.4 Step Four: If the grievance is not satisfactorily adjusted at Step Three, or if there is no level of supervision at Step Three, CSEA may submit the grievance in writing to the District Superintendent. Within ten (10) working days of the receipt of the response at the last appropriate step, or within ten (10) days after the time periods called for in the last appropriate step have passed, the Superintendent or his/her designee will meet with the grievant and his/her representative in an attempt to resolve the grievance. Within ten (10) working days after this meeting, the Superintendent or designee shall deliver to the grievant and the Representative the response of the grievance.

20.2.5 Step Five: If the grievance is not satisfactorily adjusted at Step Four, and before Binding Arbitration, the grievance may be submitted to the State Mediation Service by mutual agreement of both parties to assist in resolving the grievance

---

### 20.3 Binding Arbitration:

20.3.1 Initiation of Arbitration: If the aggrieved is not satisfied with the dispositions of the grievance at Step Four, or Step Five, if used, or no decision has been rendered within ten (10) working days after the conference with the Superintendent, CSEA may forward a written request for arbitration to the State Conciliation Service and to the Superintendent.

20.3.2 Selection of Arbitrator: An arbitrator shall be selected by the following procedure:

- A. The Association's representative and the District's representative shall select the arbitrator from a list of five (5) names submitted by the State Conciliation Service. Each party may, in turn, strike out one (1) name until only one (1) name remains.
- B. The first option of elimination shall alternate. All grievances reaching the arbitration level shall be numbered. The odd numbered grievances will give the aggrieved first right to elimination; even numbered grievances will give the District first right to elimination.

20.3.3 Conduct of Hearing: The hearing shall proceed as follows:

- A. The hearing shall commence at the convenience of the arbitrator, provided, however, that all sessions shall occur on normal working days and the first hearing must commence within thirty (30) days from the date of notification to the arbitrator, unless the parties agree otherwise.
- B. Each party shall notify the other party of witnesses to be presented during the arbitration prior to the hearing, if possible.

20.3.4 Costs: All costs for the arbitrator, specifically as to per diem, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and CSEA. All other costs will be borne by the party incurring them, including, but not limited to, attorney or other fees for the representative costs of discovery, witness fees, etc. When agreed, the cost of transcripts and the court reporter will be borne equally. Release time for witnesses employed by the District shall be limited to that time needed for the hearing.

20.3.5 Powers, Duties and Limitations Upon Arbitrator:

- A. The arbitrator is generally limited to the terms of the grievance and the Agreement and shall not add to, subtract from, modify, vary, or alter the terms or conditions of this Agreement. The arbitrator shall limit his/her opinion to the interpretation or application of the express provisions of this Agreement.
- B. The arbitrator is without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of, or contradictory to, the terms of this Agreement.
- C. The arbitrator shall not involve himself/herself in, consider, or hear evidence concerning the reasons or causes for dismissal. Any actions alleged to constitute a grievance which occurred prior to the effective date of these arbitration provisions shall not be subject to, nor within, the scope of representation.
- D. No arbitration shall occur where another administrative, judicial or legal body, tribunal, agency, or forum exists which may or could have resolved the allegations contained within this grievance, including by way of example and not by way of limitation, the Fair Employment and Housing Commission, or the Equal Employment Opportunity Commission.

20.3.6 Form and Time of Decision:

- A. The arbitrator shall render a written opinion and mail that opinion directly to each party within thirty (30) days from the close of the record or as mutually extended by both parties. The written opinion will set forth the arbitrator's findings of fact, reasoning, and conclusions on all questions submitted to the

arbitrator, the decision of which are necessary in order to determine the interpretation or application of this Agreement's express provisions.

- B. The arbitrator may, upon written application of a party to the arbitration made not later than ten (10) days after receipt of a copy of the award, correct the award because there was an evident miscalculation of figures or the award is imperfect in a matter of form not affecting the merits of the controversy. The party requesting correction shall mail a copy of the request to each other party, with the other party possessing five (5) days from its receipt to respond. The arbitrator shall possess thirty (30) days thereafter to make such corrections, if desired.

20.3.7 Decision: Both parties agree that, subject to the provisions of the Code of Civil Procedures of the State of California, the arbitration award shall be final and binding on both parties.

20.4 Group Grievances: If a grievance is based upon an alleged violation of the Agreement which personally and adversely affects two (2) or more unit members having different immediate supervisors, such grievance may be initiated at Step Four (Superintendent) of the grievance procedure by an individual grievant, or CSEA, acting on behalf of the unit members claiming the grievance. A grievance filed under such circumstances shall describe those unit members included in the group represented by the individual grievant.

20.5 Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure up to two (2) District employees whose appearance is requested by the grievant or CSEA. This number may be increased by mutual agreement. Any employee witnesses required to appear in connection with this article shall suffer no loss of pay.

20.6 Grievance Processing During Regular Work Hours: CSEA shall be entitled to reasonable periods of release time to process grievances. CSEA shall be permitted two (2) hours of release time per grievance for purposes of investigation. There shall be a maximum of forty (40) hours annually available for this purpose. Such release time shall not accumulate from year to year. CSEA shall make arrangements with a unit member's supervisor prior to the use of release time under this Section.

20.7 Separate Grievance File: All materials concerning a unit members grievance shall be kept in a file separate from the unit member's personnel file, which file shall be available for inspection only by the unit member, the CSEA representative and those management, supervisory and confidential employees directly involved in the grievance procedure.

20.8 General Provisions:

20.8.1 Forms for filing grievances shall be available in each principal's office and in the Human Resources Department.

- 20.8.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 20.8.3 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.

## ARTICLE 21

### SAFETY

- 21.1 District Compliance: The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 21.2 Notification: A unit member who becomes aware of a possible hazard to occupational safety or health within the work site or on District premises shall immediately inform the building principal or immediate supervisor, in writing, of such possible hazard.
- 21.3 Forms: A written form shall be made available to all unit members for the purpose of reporting possible occupational hazards.
- 21.4 Safety Committee: A safety committee shall be formed in accordance with the Health and Safety Codes in Title 8.
- 21.5 Release Time: The unit members of the committee shall be allowed reasonable release time to carry out their obligation under Section 21.4.
- 21.6 No Discrimination: No unit member shall in any way be discriminated against as a result of reporting any condition believed to be a violation of Section 21.1.
- 21.7 Right of Refusal: Unit members shall have the right to refuse work which they believe will place them in imminent danger.

## ARTICLE 22

### TRAINING

- 22.1 In-Service Training Program: The District shall provide a program of in-service training of unit members designed to maintain a high standard of performance and to increase the skills of unit members.
- 22.2 Training Advisory Committee: A training advisory committee composed of up to five (5) unit members to be selected by CSEA and up to five (5) members appointed by the District, one of which shall be the coordinator, shall be formed. The purpose of the advisory committee will be to plan, monitor, and provide recommendations concerning improvement of programs. Unit members may be granted reasonable release time to carry out the committee obligations.
- 22.3 In-Service Training Time: In-service training shall take place during regular working hours at no loss of pay or benefits to unit members. This excludes unit members that work in direct supervision or provide services to students during their work day. For those positions, compensation will occur for in-service training after their work day. Unit members will be notified of any scheduled In-Service training a minimum of 10 working days prior.

## ARTICLE 23

### PROFESSIONAL GROWTH PROGRAM

- 23.1 Units: A Professional Growth Increment (one range on the salary schedule) is earned by the accumulation of fifteen (15) units or two hundred and twenty-five (225) hours of approved learning activities. A unit member may participate in the Professional Growth Program to the maximum units allowable, which shall be a limit of six (6) increments, for a limit of six (6) full ranges.
- 23.1.1 Fifteen (15) hours of approved learning activities equals one [1] semester unit of college coursework.
- 23.1.2 Two hundred and twenty-five (225) class hours equals fifteen [15] semester units of college coursework. Activities of less than fifteen (15) hours may be grouped into a unit or multiple units to a total of fifteen (15) units or two hundred and twenty-five (225) hours.
- 23.1.3 To be eligible for advancement on the salary schedule, unit members must complete these Professional Growth Increments to accumulate credits outside of their regular assigned work schedule.
- 23.2 Course Eligibility: Credit will be given for the completion of college, adult education, or trade school courses pertinent to the unit member's job assignment or promotional job opportunities, including general education courses earned toward a degree or certification program. The courses must be completed with a grade of "C" or better or "pass" if grading is done on a pass/fail basis.
- 23.3 District Approved Educational Agencies and Special Programs: Included in these activities are programs, workshops, seminars, institutes, lectures, or online courses offered by colleges, adult schools, professional associations, or the District if approved by the Assistant Superintendent of Human Resources.
- 23.4 Procedure for Salary Advancement for Professional Growth Credit: Unit members are eligible for advancement on the salary schedule upon the completion of two hundred and twenty-five (225) hours of approved learning activities or fifteen (15) semester units of college coursework. The unit member must submit the proper documentation (official transcripts or other acceptable certification of the satisfactory completion of the approved learning activities) to the Human Resources Department. Proper documentation can be submitted at any time during the year. A salary advancement to a higher range shall become effective on the date the unit member submits the proper documentation. The Human Resources Department will forward the necessary forms to payroll to increase the salary of the unit member.



- 23.5 Disputes: In the event that the unit member does not agree on the eligibility of a course or the acceptability of course credit, the District and CSEA shall meet in an attempt to resolve the dispute. Subject to the provisions of Article 20, a unit member may appeal the decision through the filing of a grievance.
- 23.6 Forms: Forms, suggested course titles, and the listing of educational institutions relating to the administration of the Professional Growth Program are attached to this Agreement and marked as Appendix "F". This Appendix is for informational and guideline purposes only, and in no way restricts the inclusion of additional courses, institutions, or activities applicable for approval under the Professional Growth Program.

## ARTICLE 24

### SEVERABILITY

- 24.1 Savings Clause: If, during the life of this Agreement, there exists any applicable law, rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder, so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 24.2 Replacement for Severed Provision: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE 25

### NEGOTIATIONS

- 25.1 Notification and Public Notice: If either party desires to renegotiate all or part of this Agreement, they shall, approximately one-hundred and twenty (120) days prior to the termination set forth under Article 27, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 25.2 Commencement of Negotiations: Within five (5) days of satisfaction of the public notice requirement, and not later than sixty (60) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 25.3 Impasse: If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement, either party may institute impasse procedures in accordance with the rules of the Educational Employment Relations Act. Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.
- 25.4 Release Time for Negotiations: CSEA shall have the right to designate five (5) unit members, who shall be given reasonable release time to participate in negotiations. CSEA and the District agree to collaborate on a joint communication after each negotiation session.
- A. Each party retains the right to communicate to its respective body.
- 25.5 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

## ARTICLE 26

### NO STRIKE– NO LOCKOUT PROVISION

- 26.1 No Strike: CSEA and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, CSEA, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement and will undertake to exert its best efforts to discourage any such acts by unit members.
- 26.2 No Lockout: During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize any lockout of any unit members covered by this Agreement.

## ARTICLE 27

### TERM OF AGREEMENT

- 27.1 Term of Agreement: This Agreement shall be effective as of July 1, 2021 and shall continue in effect to and including June 30, 2024.
- 27.2 Reopener Clause: For the 2022-23 school year, Article 12, Health and Welfare Benefits, may be reopened. For the 2023-24 school year, Article 10, Pay and Allowances and Article 12, Health and Welfare Benefits may be reopened. No other articles will be opened in the 2022-2023 and 2023-24 school years, except the District and CSEA agree to meet to negotiate any new laws and or settle negotiable items with a signed Agree

## APPENDIX "A"

<b>OFFICE PERSONNEL</b>	<b>Range</b>	<b>Work Calendar Days</b>
Accounting Technician/Accounts Payable	27	260
Administrative Assistant-School	25	223
Administrative Secretary-Department/Program	25	260
Assistant Buyer/Storekeeper	22	260
Buyer/Storekeeper	27	260
Computer Systems Specialist	37	260
Computer Systems Technician	33	260
Database Analyst	44	260
Instructional Materials Technician	22	260
Office Assistant-District	17	224
Office Assistant-School	16	210
Office Technician-District	19	260
Office Technician-School	19	223
Production Technician	24	260
Payroll/Benefits Specialist	28	260
Translator/Spanish-English	21	260

## APPENDIX "A"

<b>OPERATIONS PERSONNEL</b>	<b>Range</b>	<b>Work Calendar Days</b>
<b>Maintenance</b>		
Maintenance Worker/Electrical	28	260
Maintenance Worker/Masonry	28	260
Maintenance Worker/Plumbing	28	260
Maintenance Worker/Painting	28	260
Maintenance Worker/HVAC	28	260
Maintenance Worker/Trades	28	260
Maintenance Worker/Equipment Mechanic	28	260
<b>Operations</b>		
Custodian - Day	19	260
Custodian - Night	15	260
Groundskeeper	21	260
Groundskeeper Specialist	24	260
Warehouse Delivery Driver	18	260
<b>Transportation</b>		
School Bus Driver	19	210
School Bus Driver Instructor	26	210
School Van Driver	18	210
Transportation Assistant/School Bus Driver	23	260

## APPENDIX "A"

<b>Child Nutrition Services</b>	<b>Range</b>	<b>Work Calendar Days</b>
Child Nutrition Services Assistant	11	208
Child Nutrition Services Delivery Driver	19	224
Child Nutrition Services Site Manager	20	208
<b>Instructional Assistance</b>	<b>Range</b>	
Attendance and Welfare Specialist	18	210
COTA/Low Incidence Inclusion Specialist	28	210
Instructional Assistant/Health Care	18	210
Instructional Assistant/Language Assessment Center	16	210
Instructional Assistant/Preschool	16	210
Instructional Assistant/Special Education	16	210
Library Media Specialist	20	210
Speech/Language Pathology Assistant	28	210



HOURLY

APPENDIX "B"

NATIONAL SCHOOL DISTRICT

2021-2022

Effective 07-01-2021

CLASSIFIED SALARY SCHEDULE

STEP	I		II		III		IV		V	
1	2,231	12.87	2,342	13.51	2,462	14.20	2,584	14.91	2,717	15.68
2	2,286	13.19	2,399	13.84	2,524	14.56	2,652	15.30	2,785	16.07
3	2,342	13.51	2,462	14.20	2,584	14.91	2,717	15.68	2,849	16.44
4	2,399	13.84	2,524	14.56	2,652	15.30	2,785	16.07	2,921	16.85
5	2,462	14.20	2,584	14.91	2,717	15.68	2,849	16.44	3,002	17.32
6	2,524	14.56	2,652	15.30	2,785	16.07	2,921	16.85	3,074	17.73
7	2,584	14.91	2,717	15.68	2,849	16.44	3,002	17.32	3,149	18.17
8	2,652	15.30	2,785	16.07	2,921	16.85	3,074	17.73	3,229	18.63
9	2,717	15.68	2,849	16.44	3,002	17.32	3,149	18.17	3,303	19.06
10	2,785	16.07	2,921	16.85	3,074	17.73	3,229	18.63	3,395	19.59
11	2,849	16.44	3,002	17.32	3,149	18.17	3,303	19.06	3,478	20.07
12	2,921	16.85	3,074	17.73	3,229	18.63	3,395	19.59	3,562	20.55
13	3,002	17.32	3,149	18.17	3,303	19.06	3,478	20.07	3,651	21.06
14	3,074	17.73	3,229	18.63	3,395	19.59	3,562	20.55	3,739	21.57
15	3,149	18.17	3,303	19.06	3,478	20.07	3,651	21.06	3,834	22.12
16	3,229	18.63	3,395	19.59	3,562	20.55	3,739	21.57	3,932	22.68
17	3,303	19.06	3,478	20.07	3,651	21.06	3,834	22.12	4,028	23.24
18	3,395	19.59	3,562	20.55	3,739	21.57	3,932	22.68	4,134	23.85
19	3,478	20.07	3,651	21.06	3,834	22.12	4,028	23.24	4,238	24.45
20	3,562	20.55	3,739	21.57	3,932	22.68	4,134	23.85	4,340	25.04
21	3,651	21.06	3,834	22.12	4,028	23.24	4,238	24.45	4,454	25.70
22	3,739	21.57	3,932	22.68	4,134	23.85	4,340	25.04	4,561	26.31

HOURLY

APPENDIX "B"

NATIONAL SCHOOL DISTRICT

2021-2022

Effective 07-01-2021

CLASSIFIED SALARY SCHEDULE

STEP	I		II		III		IV		V	
23	3,834	22.12	4,028	23.24	4,238	24.45	4,454	25.70	4,688	27.05
24	3,932	22.68	4,134	23.85	4,340	25.04	4,561	26.31	4,799	27.69
25	4,028	23.24	4,238	24.45	4,454	25.70	4,688	27.05	4,921	28.39
26	4,134	23.85	4,340	25.04	4,561	26.31	4,799	27.69	5,046	29.11
27	4,238	24.45	4,454	25.70	4,688	27.05	4,921	28.39	5,176	29.86
28	4,340	25.04	4,561	26.31	4,799	27.69	5,046	29.11	5,295	30.55
29	4,454	25.70	4,688	27.05	4,921	28.39	5,176	29.86	5,432	31.34
30	4,561	26.31	4,799	27.69	5,046	29.11	5,295	30.55	5,561	32.08
31	4,688	27.05	4,921	28.39	5,176	29.86	5,432	31.34	5,707	32.93
32	4,799	27.69	5,046	29.11	5,295	30.55	5,561	32.08	5,846	33.73
33	4,921	28.39	5,176	29.86	5,432	31.34	5,707	32.93	5,995	34.59
34	5,046	29.11	5,295	30.55	5,561	32.08	5,846	33.73	6,148	35.47
35	5,176	29.86	5,432	31.34	5,707	32.93	5,995	34.59	6,297	36.33
36	5,295	30.55	5,561	32.08	5,846	33.73	6,148	35.47	6,455	37.24
37	5,432	31.34	5,707	32.93	5,995	34.59	6,297	36.33	6,611	38.14
38	5,561	32.08	5,846	33.73	6,148	35.47	6,455	37.24	6,782	39.13
39	5,707	32.93	5,995	34.59	6,297	36.33	6,611	38.14	6,956	40.13
40	5,846	33.73	6,148	35.47	6,455	37.24	6,782	39.13	7,129	41.13
41	5,995	34.59	6,297	36.33	6,611	38.14	6,956	40.13	7,304	42.14
42	6,148	35.47	6,455	37.24	6,782	39.13	7,129	41.13	7,484	43.18
43	6,297	36.33	6,611	38.14	6,956	40.13	7,304	42.14	7,675	44.28
44	6,455	37.24	6,782	39.13	7,129	41.13	7,484	43.18	7,855	45.32

Governing Board Approval: 11-16-2021  
Effective 07-01-2021  
3.0%

HOURLY

APPENDIX "B"

NATIONAL SCHOOL DISTRICT

2021-2022

Effective 07-01-2021

CLASSIFIED SALARY SCHEDULE

STEP	I		II		III		IV		V	
45	6,611	38.14	6,956	40.13	7,304	42.14	7,675	44.28	8,054	46.47
46	6,782	39.13	7,129	41.13	7,484	43.18	7,855	45.32	8,255	47.63
47	6,956	40.13	7,304	42.14	7,675	44.28	8,054	46.47	8,461	48.81
48	7,129	41.13	7,484	43.18	7,855	45.32	8,255	47.63	8,667	50.00
49	7,304	42.14	7,675	44.28	8,054	46.47	8,461	48.81	8,891	51.29
50	7,484	43.18	7,855	45.32	8,255	47.63	8,674	50.04	9,114	52.58
51	7,675	44.28	8,054	46.47	8,461	48.81	8,891	51.29	9,340	53.88
52	7,855	45.32	8,255	47.63	8,674	50.04	9,114	52.58	9,573	55.23
53	8,054	46.47	8,461	48.81	8,891	51.29	9,340	53.88	9,813	56.61
54	8,255	47.63	8,674	50.04	9,114	52.58	9,573	55.23	10,060	58.04
55	8,461	48.81	8,891	51.29	9,340	53.88	9,813	56.61	10,310	59.48
56	8,674	50.04	9,114	52.58	9,573	55.23	10,060	58.04	10,568	60.97
57	8,891	51.29	9,340	53.88	9,813	56.61	10,310	59.48	10,831	62.49
58	9,114	52.58	9,573	55.23	10,060	58.04	10,568	60.97	11,101	64.04
59	9,340	53.88	9,813	56.61	10,310	59.48	10,831	62.49	11,383	65.67
60	9,573	55.23	10,060	58.04	10,568	60.97	11,101	64.04	11,666	67.30

ANNUAL

APPENDIX "B"

NATIONAL SCHOOL DISTRICT

2021-2022

Effective 07-01-2021

## CLASSIFIED SALARY SCHEDULE

STEP	I		II		III		IV		V	
1	2,231	26,772	2,342	28,104	2,462	29,544	2,584	31,008	2,717	32,604
2	2,286	27,432	2,399	28,788	2,524	30,288	2,652	31,824	2,785	33,420
3	2,342	28,104	2,462	29,544	2,584	31,008	2,717	32,604	2,849	34,188
4	2,399	28,788	2,524	30,288	2,652	31,824	2,785	33,420	2,921	35,052
5	2,462	29,544	2,584	31,008	2,717	32,604	2,849	34,188	3,002	36,024
6	2,524	30,288	2,652	31,824	2,785	33,420	2,921	35,052	3,074	36,888
7	2,584	31,008	2,717	32,604	2,849	34,188	3,002	36,024	3,149	37,788
8	2,652	31,824	2,785	33,420	2,921	35,052	3,074	36,888	3,229	38,748
9	2,717	32,604	2,849	34,188	3,002	36,024	3,149	37,788	3,303	39,636
10	2,785	33,420	2,921	35,052	3,074	36,888	3,229	38,748	3,395	40,740
11	2,849	34,188	3,002	36,024	3,149	37,788	3,303	39,636	3,478	41,736
12	2,921	35,052	3,074	36,888	3,229	38,748	3,395	40,740	3,562	42,744
13	3,002	36,024	3,149	37,788	3,303	39,636	3,478	41,736	3,651	43,812
14	3,074	36,888	3,229	38,748	3,395	40,740	3,562	42,744	3,739	44,868
15	3,149	37,788	3,303	39,636	3,478	41,736	3,651	43,812	3,834	46,008
16	3,229	38,748	3,395	40,740	3,562	42,744	3,739	44,868	3,932	47,184
17	3,303	39,636	3,478	41,736	3,651	43,812	3,834	46,008	4,028	48,336
18	3,395	40,740	3,562	42,744	3,739	44,868	3,932	47,184	4,134	49,608
19	3,478	41,736	3,651	43,812	3,834	46,008	4,028	48,336	4,238	50,856
20	3,562	42,744	3,739	44,868	3,932	47,184	4,134	49,608	4,340	52,080
21	3,651	43,812	3,834	46,008	4,028	48,336	4,238	50,856	4,454	53,448
22	3,739	44,868	3,932	47,184	4,134	49,608	4,340	52,080	4,561	54,732

Governing Board Approval: 11-16-2021

Effective 07-01-2021

3.0%

## NATIONAL SCHOOL DISTRICT

2021-2022

Effective 07-01-2021

**CLASSIFIED SALARY SCHEDULE**

STEP	I		II		III		IV		V	
23	3,834	46,008	4,028	48,336	4,238	50,856	4,454	53,448	4,688	56,256
24	3,932	47,184	4,134	49,608	4,340	52,080	4,561	54,732	4,799	57,588
25	4,028	48,336	4,238	50,856	4,454	53,448	4,688	56,256	4,921	59,052
26	4,134	49,608	4,340	52,080	4,561	54,732	4,799	57,588	5,046	60,552
27	4,238	50,856	4,454	53,448	4,688	56,256	4,921	59,052	5,176	62,112
28	4,340	52,080	4,561	54,732	4,799	57,588	5,046	60,552	5,295	63,540
29	4,454	53,448	4,688	56,256	4,921	59,052	5,176	62,112	5,432	65,184
30	4,561	54,732	4,799	57,588	5,046	60,552	5,295	63,540	5,561	66,732
31	4,688	56,256	4,921	59,052	5,176	62,112	5,432	65,184	5,707	68,484
32	4,799	57,588	5,046	60,552	5,295	63,540	5,561	66,732	5,846	70,152
33	4,921	59,052	5,176	62,112	5,432	65,184	5,707	68,484	5,995	71,940
34	5,046	60,552	5,295	63,540	5,561	66,732	5,846	70,152	6,148	73,776
35	5,176	62,112	5,432	65,184	5,707	68,484	5,995	71,940	6,297	75,564
36	5,295	63,540	5,561	66,732	5,846	70,152	6,148	73,776	6,455	77,460
37	5,432	65,184	5,707	68,484	5,995	71,940	6,297	75,564	6,611	79,332
38	5,561	66,732	5,846	70,152	6,148	73,776	6,455	77,460	6,782	81,384
39	5,707	68,484	5,995	71,940	6,297	75,564	6,611	79,332	6,956	83,472
40	5,846	70,152	6,148	73,776	6,455	77,460	6,782	81,384	7,129	85,548
41	5,995	71,940	6,297	75,564	6,611	79,332	6,956	83,472	7,304	87,648
42	6,148	73,776	6,455	77,460	6,782	81,384	7,129	85,548	7,484	89,808
43	6,297	75,564	6,611	79,332	6,956	83,472	7,304	87,648	7,675	92,100
44	6,455	77,460	6,782	81,384	7,129	85,548	7,484	89,808	7,855	94,260

NATIONAL SCHOOL DISTRICT

2021-2022

Effective 07-01-2021

**CLASSIFIED SALARY SCHEDULE**

STEP	I		II		III		IV		V	
45	6,611	79,332	6,956	83,472	7,304	87,648	7,675	92,100	8,054	96,648
46	6,782	81,384	7,129	85,548	7,484	89,808	7,855	94,260	8,255	99,060
47	6,956	83,472	7,304	87,648	7,675	92,100	8,054	96,648	8,461	101,532
48	7,129	85,548	7,484	89,808	7,855	94,260	8,255	99,060	8,667	104,004
49	7,304	87,648	7,675	92,100	8,054	96,648	8,461	101,532	8,891	106,692
50	7,484	89,808	7,855	94,260	8,255	99,060	8,674	104,088	9,114	109,368
51	7,675	92,100	8,054	96,648	8,461	101,532	8,891	106,692	9,340	112,080
52	7,855	94,260	8,255	99,060	8,674	104,088	9,114	109,368	9,573	114,876
53	8,054	96,648	8,461	101,532	8,891	106,692	9,340	112,080	9,813	117,756
54	8,255	99,060	8,674	104,088	9,114	109,368	9,573	114,876	10,060	120,720
55	8,461	101,532	8,891	106,692	9,340	112,080	9,813	117,756	10,310	123,720
56	8,674	104,088	9,114	109,368	9,573	114,876	10,060	120,720	10,568	126,816
57	8,891	106,692	9,340	112,080	9,813	117,756	10,310	123,720	10,831	129,972
58	9,114	109,368	9,573	114,876	10,060	120,720	10,568	126,816	11,101	133,212
59	9,340	112,080	9,813	117,756	10,310	123,720	10,831	129,972	11,383	136,596
60	9,573	114,876	10,060	120,720	10,568	126,816	11,101	133,212	11,666	139,992

MANDATORY INSURANCE COMPANIES

Medical Insurance: Kaiser Foundation  
United Healthcare

Dental Insurance: Delta Dental PPO (includes  
dependents) Delta Care (includes  
dependents)

Vision Insurance: Vision Service Plan  
Superior Vision

Life Insurance: Hartford

CASH PAYOUT PROCEDURES

As per Article 12.2.3 of the Agreement, the following procedures shall be followed:

1. The eligible retiree must maintain their permanent, legal residence in a geographic area not covered by any of the health plans currently offered by this Agreement.
2. A notarized release, signed by the eligible retiree, must be on file in the Human Resources Department. (Form attached)
3. This option can only be exercised during the open enrollment period. (September 1 through September 30)
4. Each eligible retiree shall receive an annual check from the District on or about October 15 of each year in an amount equal to the lowest cost plan currently available to active unit members.
5. Should negotiations for health benefits extend beyond October 1 of any year, a check for the previous year's amount will be sent to each eligible retiree. Once negotiations have been concluded, an additional amount, if so warranted, will be sent.
6. Should the death of the eligible retiree take place during the health plan year, the amount not paid the health plan provider must be returned to the District.



STATEMENT OF RELEASE

Pursuant to Section 12.2.3 of the Agreement between the Governing Board of the National School District and the California School Employees' Association, Chapter 206, I declare that I will abide by the procedures set forth in Appendix "E" and of this Agreement and that my legal, permanent residence is in an area not covered by any health plan currently offered by this Agreement.

I also declare that I understand that the money received for this purpose must be used to purchase health plan coverage for myself and hereby release CSEA and the District of any liability related to this issue.

\_\_\_\_\_  
Signature GENERAL ACKNOWLEDGEMENT BY

\_\_\_\_\_  
Typed Name NOTARY REQUIRED

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION DUES SCHEDULE

It is agreed that the California School Employees Association and its local chapter have the sole right to change the Dues and Service Fee schedule per the CSEA Constitution and Bylaws.

**State Dues**

The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$4725 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$472.50 annually, in accordance with procedures as set forth in the CSEA Constitution and Bylaws, Article VII, Dues and Assessments.

*Effective August 2017*

The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$3,150 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$472.50 annually, in accordance with procedures as set forth in the CSEA Constitution and Bylaws, Article VII, Dues and Assessments

**Chapter Dues**

Local chapter dues for CSEA Chapter #206 shall be assessed in addition to the above listed State per capita dues and as per the Chapter Constitution and Bylaws.

**SUGGESTED COURSE TITLES****CHILD NUTRITION SERVICES**

Business Math  
 Child Psychology  
 Cost Control  
 First Aid  
 Food Purchasing  
 Grammar  
 Health Education  
 Menu Planning  
 Nutrition  
 Personnel Management  
 Quantity Food Preparation  
 Sanitation and Safety

**CLERICAL**

Accounting  
 Bookkeeping  
 Business Communication  
 Business Correspondence  
 Business English  
 Business Human Relations  
 Business Math  
 Child Psychology  
 First Aid  
 Grammar  
 Keyboarding  
 Office Management  
 Personal Development  
 Psychology of Human Relations  
 Spanish

**CUSTODIAL**

Building Maintenance  
 Business Math  
 Child Psychology  
 First Aid  
 Grammar

**INSTRUCTIONAL ASSISTANTS**

Art  
 Bilingual Education  
 Child Development  
 Contemporary Social Problems  
 Crafts  
 English  
 First Aid  
 Instructional Aide  
 Keyboarding  
 Language Development  
 Math  
 Music  
 Oral Communication  
 Physical Education  
 Sign Language  
 Spanish  
 Teaching ESL to Spanish Speaking Children

**GROUND/MAINTENANCE**

Agriculture  
 Auto Shop  
 Blueprint Reading  
 Building Maintenance  
 Driver Improvement  
 Equipment Operation  
 First Aid  
 General Metal Working  
 Landscaping, Gardening Maintenance  
 Machine Shop  
 Math  
 Pest Control  
 Safety

**ONLINE COURSES**

Online courses offered by colleges, adult schools, professional associations, if approved by the Assistant Superintendent of Human Resources

**Credit for the above courses is not automatic. You must have prior approval from the Review Committee and the Assistant Superintendent of Human Resources. Courses not listed may be submitted to the Committee for prior approval.**

NATIONAL SCHOOL DISTRICT  
*Performance Evaluation for Classified Staff*

Name of Employee \_\_\_\_\_

Period Covered by Appraisal \_\_\_\_\_

Position \_\_\_\_\_

School/Dept. \_\_\_\_\_

Length of Employment in Present Position \_\_\_\_\_

Length of Employment \_\_\_\_\_

		1 – Excels	2 – Effective	3 – Requires Improvement*		4 – Not Applicable
		1	2	3	4	
<b>ADAPTABILITY</b>						
Accepts Change		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adjustment to job		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ease with which new duties are learned.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>RELATIONSHIP WITH PEOPLE:</b>						
Works well with	Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Employer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Pupils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>ATTITUDE TOWARD WORK:</b>						
Interest in work		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Complies with rules, regulations, and policies		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Willingness and ability to accept and carry out responsibility		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>DEPENDABILITY</b>						
Attends to duties in absence of supervision		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Follows instructions		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>JOB KNOWLEDGE:</b>						
Technical knowledge of job		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>PROFESSIONAL QUALITIES:</b>						
Appropriate attire		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Observance of work hours		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Regular Attendance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

\* Must be accompanied by "Recommendations for Improvement" sheet.

APPENDIX "G"

	1	2	3	4	COMMENTS
<b>QUALITY OF WORK:</b>					
Meets time schedules for work assignments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Accuracy in work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Proper care of materials and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	1	2	3	4	COMMENTS
<b>ADDITIONAL FACTORS:</b>					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Evaluator's Comments:

Date \_\_\_\_\_ Signature of Evaluator \_\_\_\_\_

Employee's Comments:

Employee's Statement: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. I also have the right to attach comments of my own.

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Prepare in triplicate: Original - Personnel File  
 Copy - Employee  
 Copy - Supervisor

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS NATIONAL CHAPTER 206  
AND THE  
NATIONAL SCHOOL DISTRICT  
NEW EMPLOYEE ORIENTATION  
November 13, 2017**

The passage of Assembly Bill 119 has added requirements for public employers to give access to new employee orientations and provide contact information to exclusive representatives on all bargaining unit members. This Memorandum of Understanding (hereinafter, "MOU") represents the parties understanding related to the bargaining unit information which CSEA will receive and is entered into by and between the National School District (hereinafter, "District") and the California School Employees Association and its National Chapter # 206 (hereinafter, "CSEA")

**1. DISTRICT NOTICE TO CSEA OF NEW HIRES**

- a. The District shall provide the CSEA Chapter President or Designee notice of any newly hired employee, within ten (10) days of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, and site.

**2. DISTRICT NOTICE TO CSEA OF EMPLOYEE ORIENTATION**

- a. "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.
- b. Provide CSEA With Access to New Employees: CSEA shall not receive less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable.
- c. The District agrees to send two (2) representative of CSEA's choice to an orientation meeting, not to exceed one (1) hour, with all newly hired unit members. Such meeting shall take place within two (2) weeks following the unit member's initial date of hire. The District Human Resources Office shall be responsible for scheduling orientation appointments with the prior approval of CSEA. CSEA shall be granted one (1) hour paid release time for two (2) representatives, to make a presentation at the orientation. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation.
- d. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA

representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation.

- e. The District shall include the CSEA membership application (and a CSEA provided link for an electronic application where applicable) in any employee orientation packet of District materials that is provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.
- f. The orientation sessions shall be held on District property during the workday of the employee(s), who shall be on paid time.
- g. Upon, request of CSEA, during the CSEA's orientation session, no District manager or supervisor, or non-unit employee shall be present.

**3. EMPLOYEE INFORMATION**

- a. "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.
- b. Provide CSEA With New Hire Contact Information: On the last workday of each month, the District shall provide CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title / Classification;
- vi. Department
- vii. Primary Worksite Name;
- viii. Work Telephone Number;

- ix. Home Street Address (Incl. Apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee;
- xvi. Last Four Numbers of the Social Security Number;
- xvii. Birth Date;
- xviii. Employee ID;
- xix. CalPERS Status; ("Y" if in CalPERS /" N" if not in CalPERS)
- xx. Hire Date.

- c. Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members names and contact information described above in section 3 (b) on the last working day of July, November, and March. The information shall be provided to CSEA, via a mutually agreeable secure FTP site or service.

**4. GRIEVANCE PROCEDURE**


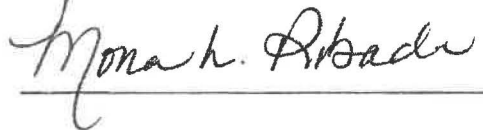
- a. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows:
  - i. Only CSEA can grieve this agreement.

**5. DURATION**

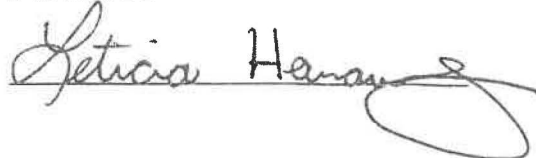
- a. This agreement shall become effective July 1, 2017, and shall continue in effect up to and including June 30, 2020, and renew automatically if not reopened in writing by either party prior to renewal.

Signed this 13<sup>th</sup> day of November 2017.

**CSEA**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**DISTRICT**

  
\_\_\_\_\_  
\_\_\_\_\_