California School Employees Association



ALUM ROCK CHAPTER #305

July 1, 2020 - June 30, 2023

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PREAMBLE

This Agreement is made and entered into on June 14, 2021 by and between Alum Rock Union Elementary School District, hereinafter referred to as the "District," and the California School Employees Association and its Alum Rock Chapter #305, or that entity by any other name or number hereinafter referred to as the "Association."

ARTICLE I

RECOGNITION

1.1 **Recognition of CSEA**. The District recognizes the Association as the sole and exclusive bargaining agent for employees in the paraprofessional (*"*Aides*"*) and the Office, Technical, Business Services (*"*OTBS*"*) units occupying classes listed below.

Office, Technical, Business Service Unit (OTBS)

Accountant
Academic & Event Specialist
Administrative Assistant
Assessment Technician
Benefits/Insurance Technician
Bus Monitor
Certification Specialist
Child Nutrition Cashier
Child Welfare & Attendance Liaison
Community Liaison
Database Administrator
Data Processing and Support Technician
District Operator/Receptionist
Executive Assistant
Health Assistant
Human Resources Assistant
Information Technology and Data Analyst
IT – Help Desk Support
Lead Tech Support Specialist
Library Technician
Office Assistant I
Office Assistant II
Office Assistant III
Payroll Technician
Printing Technician I
Printing Technician II
Program Advocate Migrant Education
Programmer Analyst
Reader Assistant
School Administrative Assistant
School Office Assistant
Secretary
Senior Accountant
Senior Accounting Assistant
Sign Language Interpreter
Specialized Health Assistant
Substitute Assignment Assistant

Tech Support Specialist
Translator
Translator Technician

Paraeducator Unit (Aides)
Autism Intervention Assistant
Campus Paraeducator
Library and Learning Center Assistant
Paraeducator Regular Education
Paraeducator Bilingual
Paraeducator Special Education I
Paraeducator Special Education II

1.1.1 The District further agrees that it, its members, and agents shall not attempt to negotiate privately or individually with any unit members or officers of the Association.

1.2 **New Classifications** created or positions added to classes shall be subject to negotiations between the District and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to PERB and shall not be subject to the grievance procedures contained in this contract.

1.2.1 New programs added to the District which result in establishing positions which affect classifications within the scope of Section 1.1, shall be subject to consultation between the District and the Association.

1.3 **Substitute and Short-term Employees** employed and paid for less than three-quarter's (¾) of the work year in one classification, or 75% of a school year, if work is performed in more than one classification, shall not be part of the bargaining unit.

1.3.1 The term "short-term employees" as used in this Agreement means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar service will not be extended or needed on a continuing basis. A "short-term employee" performing the duties of an existing classification shall make no more than step 3 at the appropriate range on the salary schedule.

1.3.2 A substitute is one who has been hired to perform the duties of a position in the temporary absence of the classified employee. A substitute shall be paid based on the current "substitute pay rate".

1.3.3 Three-quarters (¾) of the work year in one (1) classification shall include holidays, sick leave, vacation, and other leaves of absence, irrespective of the number of hours worked per day. Any substitute or short-term employee who works beyond the three quarters (¾) of the work year in one classification becomes a permanent employee and hence a part of the bargaining unit.

1.3.4 Work Year is defined as equal to work year of the respective classification in which the short-term or substitute employee is

employed to work, as shown in Appendix B, and will include approved holiday(s) which occur from the date of hire to the end of the work year.

1.3.4.1 Human Resources will notify substitutes/short term status employees two (2) weeks prior to the change from substitute/short term status to permanent/probationary status. The Association will be informed of any change in status within two (2) weeks.

1.3.5 Substitute and short-term employees shall not be used to displace bargaining unit positions. Substitutes may be provided for newly created or vacated positions, not to exceed sixty (60) calendar days, per *Education Code* Section 45103. A vacated position is one made vacant by an employee's personal leave of absence, retirement, resignation, termination, etc.

1.4 **Bargaining Unit Employees Working As Substitutes**. Permanent employees, generally, should not serve as substitutes, except for provisions granted under Section 7.12 (inconsistent duties) of this Agreement and the following:

1.4.1 Bargaining unit members may be hired as substitutes in the same classification, if such position is outside of the work year of said employee.

1.4.2 Bargaining unit members may substitute consistently if the substitute position is of a different class (Not like work).

1.4.3 Bargaining unit members may apply for short-term positions provided said short-term position does not conflict in hours of the employee's regular assignment. Short-term positions shall be posted with salary, starting date, and ending date.

1.5 **Consultation Regarding Policy/Procedure Changes**. The District is willing to consult with the Association regarding changes or additions to Policy/Procedure matters, which impact the bargaining unit. Consult, for the purposes of this Agreement, shall be construed as a meeting of representatives of the parties to freely exchange ideas and concerns relative to any proposed policy/procedure changes or additions. The District agrees that it shall consider the input of the Association regarding policy/procedure matters prior to Board adoption. Failure to consult with the Association upon reasonable request as provided in this Section is grievable. All other provisions of this Section are not grievable.

ARTICLE II

DISCRIMINATION

2.1 No discrimination on account of Association activity. Neither the District nor the Association shall interfere with, intimidate, retaliate, restrain, coerce, or discriminate against bargaining unit members because of their exercise of rights to engage or not to engage in Association activities, which are allowed in law and/or by terms of this Agreement.

2.2 The District shall not discriminate against any bargaining unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, or mental and physical disability.

2.3 In order to resolve conflicts which may arise between obligations under this Agreement and the American with Disabilities Act, the parties agree to negotiate such conflicts when they arise.

ARTICLE III

ORGANIZATIONAL SECURITY

3.1 **Dues Deduction Authorization.** Any employee covered by this Agreement may sign and deliver to the District written assignment authorizing deduction of California School Employees Association (CSEA) membership dues. The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA and submit a written assignment authorizing deductions. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

3.2 **Withdrawal Requests.** The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and the District shall not discontinue deducting dues until written authorization is received from CSEA.

3.3 **Deductions.** With respect to all sums deducted by the District pursuant to this Article, the District agrees to promptly remit such monies to CSEA accompanied by an alphabetical list of names of the employees for whom such deductions have been made. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article. There shall be no charge by the employer to CSEA for deductions.

3.3.1 If an employee does not have sufficient funds due him/her to provide for the payment of dues after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and CSEA shall assume the duty of direct collection from the employee. CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues.

Whenever there is an increase in the amount of CSEA membership dues, CSEA shall provide the District with notification of the increase at a time sufficiently before the effective date of the increase to allow the District opportunity to make the necessary changes and with a copy of the notification of the increase that has been sent to all concerned employees.

3.4 **Solicitation.** The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

3.5 **Hold Harmless.** CSEA shall hold the District harmless in any dispute arising from the deduction or payment of dues under this Article.
(a) CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization. The District shall promptly notify CSEA of any claims made by employees relating to dues authorization.
(b) CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph (a) shall or shall not be compromised, resisted, defended, tried or appealed.
(c) Accordingly, the Association shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein as they may be enforced pursuant to Education Code Section 45168. Should it become necessary for the District to incur legal expenses, including reasonable attorney's fees as a result of a challenge, the Association shall indemnify the District for any such expenses incurred.

3.6 **Employee Rights.** The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of an employee to refuse to form, join or participate in employee organization activities, except as otherwise provided for in this Agreement.

3.7 **Compliance.** If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

ARTICLE IV

EVALUATION/PROBATION

4.1 **Evaluations of Permanent Bargaining Unit Members.** The District and the Association have a common goal to ensure that due process, equity, and just cause are applied during evaluation portions of the contract and to ensure the successful implementation of the evaluation procedures.

4.1.1 Evaluations of permanent bargaining unit members shall be made at least every two years by the bargaining unit members' current Program Manager or his/her management/supervisory designee on forms approved by the Board. Program Managers shall serve as evaluators and classroom teachers may provide input to Program Managers as raters.

4.2 **Evaluation Forms.** The District shall consult with the Association regarding any changes to the evaluation form.

4.2.1 All evaluations shall be written and on the approved form. Concerns regarding work performance that are communicated verbally should be summarized in writing to the bargaining unit member with a copy to the bargaining unit member's personnel file. Bargaining unit members have the right to respond to such written concerns and have the written response attached to the copy in the personnel file.

4.2.1.1 Any negative evaluation shall include specific recommendations for improvement to assist the bargaining unit member in implementing any recommendations made.

4.2.1.2 Those bargaining unit members receiving an overall "needs improvement" shall be reevaluated after an opportunity for remediation. Re-evaluation shall take place within three (3) months.

4.2.1.3 No evaluation of a bargaining unit member shall be placed in any personnel file without an opportunity for discussion between the bargaining unit member and the evaluator. Evaluations will be made based upon direct knowledge and verified information from the evaluator and/or rater and will be supported by documentation.

4.2.1.3.1 Those bargaining unit members with more than one rater at one site shall have one consolidated evaluation.

4.2.1.3.2 Permanent nine-and-one half (9½) and ten (10) month bargaining unit members are to be evaluated by the end of May of the evaluation period.

Permanent twelve (12) month bargaining unit members shall be evaluated by the end of June of the evaluation period.

4.3 **Promotional Probation**

4.3.1 Permanent employees shall serve a two (2) month probationary period prior to acquiring permanent status in their new position. If a bargaining unit member does not successfully complete the probationary period, he/she shall revert to their former classification with the same work year/FTE (full time equivalent) and will restore all other conditions of employment held prior to the promotion.

4.3.2 Terms and conditions defined in Section 4.4 also apply to promotional probationary employees as applicable.

4.4 **Evaluation of Probationary Bargaining Unit Members.** The Probationary Period for new employees shall be for six (6) actual months of work.

4.4.1 If the six (6) actual months of work is interrupted by the ending of the school/work year, the probationary period, shall resume at the beginning of the next school/work year.

4.4.2 Evaluations of probationary bargaining unit members shall be made at the third (3^{rd}) month and fifth (5^{th}) month by the bargaining unit members' current Program Manager or his/her management/supervisory designee on forms approved by the Board. Program Managers shall serve as evaluators and classroom teachers may provide input to Program Managers as raters.

4.4.3 Probationary bargaining unit members may be released at anytime during their probationary period (first six (6) months of employment) if the Program Manager determines such release is in the best interest of the District. Probationary bargaining unit members not meeting the standards of the District shall be evaluated with the opportunity for remediation.

4.4.4 In the event a probationary bargaining unit member is considered for termination, said bargaining unit member shall be given a two (2) week notice in writing, prior to termination. The two (2) week notice shall end within the six (6) month probationary period. The two (2) week time period may be worked with compensation, unless the bargaining unit member poses a threat to the safety of students and/or the working environment.

4.4.5 When a probationary bargaining unit member is absent from work for any reason for more than ten (10) consecutive days during the six (6) month probationary period, excluding weekends and legal holidays, the bargaining unit member's probationary period may, with the agreement of the Association, be extended an equal number of days.

ARTICLE V

RIGHTS OF THE PARTIES

5.1 **Interruption of Work Hours**. The Association agrees that its officials, including job stewards, shall not interrupt or disrupt the performance of bargaining unit members during regular working hours and shall conduct Association business at times other than the respective bargaining unit members' working hours. The District agrees to grant the Association access to bargaining unit member work stations during scheduled rest breaks/lunch breaks or after normal working hours.

5.1.1 The title "Job Steward" used anywhere in this Agreement shall mean and describe an assignment given a member of the Association by the Association. It shall not mean a job classification newly created or otherwise, given, approved, or recognized by the Board.

5.2 **Use of Bulletin Boards/Mail System**. The Board authorizes the Association to use, without charge; an area of each facility's designated official bulletin boards. Such bulletin board area will be identified by the immediate supervisor of the facility.

5.2.1 The Board authorizes the Association to use school and other District facility mail boxes not to exceed an average of two (2) times per week.

5.2.2 The Board authorizes the Association to place in the school District mail system not more than an average of two (2) bargaining unit member communications per week. The Association will not interrupt the normal mail schedule unless otherwise determined by management.

5.2.3 Association communications of general distribution to bargaining unit members must be submitted to the Superintendent or his designee at the same time as the entrance of such communication to the District system.

5.3 **Use of Facilities**. The Board authorizes the Association to use the District's facilities and buildings at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Use of Facility form to the immediate supervisor of the facility or building. In emergencies the Board may authorize the Association to use the District's facilities and buildings during normal working hours as long as the Association declares in writing that the use of such buildings and facilities does not interfere with the instructional program.

5.3.1 The immediate supervisor of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the normal student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies incidental to each use.

5.3.2 The Association agrees to leave facilities, buildings, and equipment used in clean and orderly condition.

5.4 **Providing of Documents**. The District and the Association agree to provide to each other one copy of any public or non -confidential document upon request.

5.4.1 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit members on the effective date of this Agreement as requested or limited to every three months thereafter. The roster shall indicate the bargaining unit members' present classification and job site.

5.4.2 The District will provide the Association with a copy of all job actions.

5.5 **Release Time.**

5.5.1 At District management or supervisor scheduled bargaining unit member meetings, an Association representative will be allotted a reasonable time, determined by the District, to address bargaining unit members as to their rights and responsibilities and obligations as bargaining unit members of the District which would cover the Agreement. (Board-adopted classified policies and procedures.) The Association may request that an officer or site representative who is not scheduled to attend a meeting be allowed time to address bargaining unit members at the meeting. It would be management's determination as to whether to grant or deny the request for release time. This agreement is based on the understanding that the Association will attempt to have a job representative for each group.

5.5.1.1 The Association will be allotted a reasonable time, determined by the District, to address bargaining unit members at applicable in services.

5.5.1.2 An Association representative who has attended a meeting at the request of management shall be granted release time without loss of pay.

5.5.2 The Association agrees that it shall conduct additional orientation sessions regarding the rights and responsibilities of each bargaining unit member as it relates to this Agreement. These shall be conducted at times other than regular hours.

5.5.3 The District agrees to provide paid leave for each delegate of the Association for the purpose of attending the CSEA Annual Conference.

5.5.4 The Association shall receive time without loss of compensation to the bargaining unit members to prepare for and attend negotiations and impasses.

5.5.5 The District will provide release time for bargaining unit members to attend one (1) ratification meeting, not to exceed three (3) hours per fiscal year.

5.6 **Examination**. The District agrees to provide the full cost of any medical examination or tuberculin testing required as a condition of continued employment, including but not limited to the provisions outlined in Education Code Section 49406 or its successor. The District will reimburse to the bargaining unit members the costs incurred by those bargaining unit members. No release time will be provided for such examination and/or testing unless the bargaining unit member is scheduled to work during the same time when the outside designated clinic is held.

5.7 **Money Handling**. For any position that is required, either by job description or direction of the Program Manager, to count, accept, deposit, or handle money in any way in the performance of assigned duties, there shall be in-service on the procedures and safeguards for the handling of such monies. The District shall provide such training upon employment or upon assuming such money-handling duties.

5.8 **Concerted Activities**. It is agreed and understood that there will be no strike, work stoppage, slow down, or other concerted action or refusal to perform a job function. The District shall not engage in a lock-out.

5.9 **Bargaining Unit Member Rights to Inspect Personnel Files**. A bargaining unit member has the right to inspect their own personnel file.

5.9.1 A "bargaining unit member" for the purposes of this Article means any person currently employed, laid-off with reemployment rights, or on leave of absence (paid or unpaid).

5.9.2 Bargaining unit members requesting to inspect their personnel file shall contact Human Resources for an appointment.

5.9.2.1 No information of a derogatory nature shall be entered or filed in the bargaining unit member's personnel file unless and until the bargaining unit member is given the opportunity to review, comment, and initial and/or sign the document. A bargaining unit member shall have the right to rebut any derogatory material and have such rebuttal attached thereon. The review shall take place during normal business hours and the bargaining unit member shall be released from duty for this purpose without salary reduction.

5.9.3 Bargaining unit members may see all records except ratings, reports or records that were: l) obtained prior to employment; 2) prepared by interview committee members who can be identified.

5.10 **Bargaining Unit Member Rights to Representation**. When a bargaining unit member is called to an investigatory meeting and the bargaining unit member reasonably believes that the interview may result in discipline, upon bargaining unit member request, the Association will act upon the request within two (2) working days. (see section 20.2.2)

ARTICLE VI

CHILD ABUSE AND NEGLECT REPORTING ACT

6.1 **District Training for Bargaining Unit Members.** The District shall provide training in the duties imposed on mandated reporters by the Child Abuse and Neglect Reporting Act (starting with Section 11164 of the *Penal Code*) to all bargaining unit members as per BP/AR5141.4.

6.2 **District Policy**. All bargaining unit members in the District designated positions shall comply with the applicable District policy on child abuse reporting. (Alum Rock Policy BP5141.4, AR5141.4)

6.3 **Agreement**. In reaching this Agreement, it is the mutual intent of the parties to encourage the reporting of suspected child abuse. Copies of pertinent parts of the Act will be available throughout the District.

ARTICLE VII

HOURS, OVERTIME, ADDITIONAL TIME, AND WORK YEAR

7.1 **Workweek**. The normal workweek for classified bargaining unit members shall consist of five (5) consecutive days, Monday through Friday, for a total of forty (40) hours per week. A normal workday shall be eight (8) hours per day. The workweek/workday shall be the total number of hours worked in one or more classifications for the District regardless of site location.

7.1.1 The workweek and hours for bargaining unit members, for each year, shall remain as established unless affected by an increase or decrease in hours or elimination of position as a result of layoff or disciplinary action.

7.1.2 The District, in agreement with the Association, may modify the workweek or workday of bargaining unit members. Changes made pursuant to this section will be in effect for the remainder of the school year. The District and the Association shall meet to decide if the modified schedule should continue or revert to its original status.

7.1.2.1 During the summer recess period, the District may convert to a flexible work schedule based upon Section 7.1.2. The work shifts shall be determined by the Program Manager and bargaining unit members involved.

7.2 **Paraeducator Unit (excluding Campus Paraeducator) and Library Assistant Workday**. Work day will include the time necessary for reviewing lesson planning, and conferencing with and receiving instruction from the teacher/supervisor. Such time will be inclusive of the work day excluding rest breaks and lunch.

7.3 **Definition of Full/Part Time**. All classified bargaining unit members working six (6) hours or more per day are considered full-time bargaining unit members for credit reference purposes. A full-time bargaining unit member is any bargaining unit member working eight (8) hours a day, five (5) days week. A part-time bargaining unit member is anyone working less than eight (8) hours a day or five (5) days a week.

7.4 **Reduction in Assigned Time**. Any reduction in assigned time shall be accomplished in accordance with applicable law. A Program Manager shall not negotiate reduction of hours directly with individual bargaining unit members.

7.4.1 If a bargaining unit member wants to voluntarily resign a portion of their assignment, it must be submitted in writing by the bargaining unit member to Human Resources, who in turn, will notify the Association. The District shall negotiate with the Association the portion of time resigned.

7.5 **Adjustment of Assigned Time**. Any bargaining unit member in the bargaining unit who works, with the Program Manager's approval, an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment within the same classification for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. Holidays and other non-workdays shall not constitute a break in the 20-day period.

7.5.1 Any adjustments in assigned time which require retroactivity in rate of pay, sick leave, vacation, or pro-rated benefits shall be retroactive only within the current fiscal year. PERS shall be effective as of the day of adjustment or at the bargaining unit member's option to retroactivity.

7.6 **Increase in Hours**. When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to those bargaining unit members having rights under layoff and reemployment procedures.

7.6.1 In the event that the District has complied with applicable law and has no further obligations under Section 7.6, the District agrees that any increase in hours (up to and including one hour) which is assigned to a part-time position on a regular basis at a specific site, shall be offered to the bargaining unit member with the greatest classification seniority at the site. If such offer is declined, the next most senior person at the site shall be offered the increase in hours, and such offer shall continue in descending order. In the event that there is no bargaining unit member within the classification who wants the position, the increase may be offered outside the classification to qualified individuals at the site. If the offer is declined, the position shall be posted District-wide.

7.6.2 Any increase in hours in excess of one (1) hour which is assigned to a part-time position shall be offered to the bargaining unit member with the greatest classification seniority at that site. If such offer is declined, the next most senior person at the site shall be offered the increase in hours, and such offers shall continue in descending order.

7.6.3 Increase in hours shall not be given in lieu of benefits.

7.7 **Additional Time**. All additional time as defined in this Section shall be compensated at the regular rate of pay of the bargaining unit member for all work suffered or permitted. Additional time is defined as any time or hours required or requested of a bargaining unit member beyond their part-time assignment (less than eight (8) hours per day, five (5) days per week) to perform duties normally assigned to bargaining unit member's classification, whether such time is prior to the commencement of the regularly assigned starting time or subsequent to the assigned quitting time. Such time shall not be needed on an on-going permanent basis. Additional time shall be verified by the bargaining unit member's immediate supervisor by his/her signature on the appropriate District form and submitted to the Payroll Department for payment.

7.7.1 **Additional Time Distribution**. Additional time will be offered to bargaining unit members on a fair and equitable basis. When additional time is offered to bargaining unit members, it shall be on a rotating seniority basis within each department or school site from a list of volunteers.

7.7.1.1 The supervisor may elect to bypass a bargaining unit member on the seniority list if in his/her judgment that bargaining unit member is not qualified by experience, skill or knowledge for the present assignment. If the supervisor bypasses a bargaining unit member on the seniority list for lack of skill, experience, or knowledge, that bargaining unit member will receive additional time assignment in his/her competency area. When possible, the supervisor shall give timely notification to the bargaining unit member who is next in line on the volunteer list.

7.8 **Lunch Period**. Bargaining unit members working four (4) hours or more per day shall be entitled to an unpaid uninterrupted lunch period of not less than one-half (½) hour. The total number of hours employed in District, regardless of site, will determine entitlement to a lunch period.

7.9 **Rest Periods**. Any bargaining unit member who works at least four (4) consecutive hours per day shall be entitled to a paid fifteen (15) minute rest period for each four (4) hours worked as near to the midpoint of each four (4) hours as possible.

7.9.1 Rest period time shall not be used to lengthen a lunch period or shorten a work day nor may the rest period be used to make up lost time.

7.9.2 Regularly scheduled rest periods will be determined by the immediate supervisor.

7.9.3 This Section is not intended to deny use of restrooms.

7.10 **Overtime**. Except otherwise provided herein all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (½) the regular rate of pay of the bargaining unit member for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Any bargaining unit member required to work on a scheduled day off or holiday shall be compensated at two (2) times their straight time hourly rate, in addition to any other pay due for that day. Compensatory time shall be earned at the same rate as overtime accepted for the hours worked.

7.10.1 Any part-time bargaining unit member who works an average of twenty (20) hours or more during his/her assigned workweek shall be compensated at the overtime rate commencing on the sixth (6^{th}) day of work.

7.10.2 Any bargaining unit member who works an average of twenty (20) hours or more during the assigned work-week shall be compensated at double his/her regular rate of pay for all hours worked on the seventh (7^{th}) day.

7.10.3 Any part-time bargaining unit member who works less than twenty (20) hours during his/her assigned workweek shall be compensated at one-and-one-half (1-½) times the regular rate of pay for all hours worked on the seventh (7^{th}) day.

7.10.4 **Overtime - Compensation/Distribution**. Overtime compensation shall be mutually agreed upon by the bargaining unit member and the supervisor prior to overtime.

7.10.4.1 Compensatory time-off will be scheduled at a time mutually convenient to the bargaining unit member and the District. If the bargaining unit member is not able to take the compensatory time-off within twelve (12) calendar months from the date it was earned, the bargaining unit member shall be paid for the overtime.

7.10.4.2 Overtime will be offered to bargaining unit members on a fair and equitable basis. When overtime is offered to bargaining unit members, it shall be on a rotating seniority basis within each department from a list of volunteers.

7.10.4.3 The supervisor may elect to by-pass a bargaining unit member on the seniority list if in his/her judgment that bargaining unit member is not qualified by experience, skill, or knowledge for the present assignment. If the supervisor bypasses a bargaining unit member on the seniority list for lack of skill, experience, or knowledge, that bargaining unit member will receive over-time assignment in his/her competency area. When possible, the supervisor shall give timely notification to the bargaining unit member who is next in line on the volunteer list.

7.10.4.4 A bargaining unit member may refuse general overtime unless it has been declared emergency overtime.

7.10.4.5 General overtime is any overtime that has not been declared as emergency overtime by the supervisor.

7.10.4.6 Emergency overtimes are those emergency conditions resulting from acts of God, results of vandalism, safety or health hazards, or those situations which may have an adverse affect on District income and cannot be performed during normal work hours.

7.10.4.7 Supervisors will attempt to make assignment of emergency overtime on a rotating seniority basis from a list of volunteers.

Overtime may have immediate right of appeal to the Superintendent or designee.

7.11 **Out-of-Class Duties-Compensation**. Bargaining unit members shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) days within a fifteen (15) calendar day period except as authorized herein.

7.11.1 **Out-of-Class Compensation**. Bargaining unit members shall not be required to perform duties which are not fixed and prescribed for the position by the Board unless the duties reasonably relate to those fixed for the position by the Board.

7.11.2 When requested by the Program Manager, a bargaining unit member performing duties inconsistent with those assigned to the position by the District, his/her salary shall be adjusted upward for the entire period he/she is working out of class. Bargaining unit members assigned to perform inconsistent duties of a lower classification shall receive their normal rate of pay.

7.11.3 In cases where the position is vacant, the out-of-class assignment shall not exceed sixty (60) days unless agreed to by CSEA, except where Section 7.12.4 applies.

7.11.4 In cases where a bargaining unit member is on family leave and/or medical leave, the out-of-class assignment shall not exceed eight (8) months, unless agreed by CSEA. This provision shall not be interpreted in a manner requiring the District to violate federal or state laws.

7.12 **Minimum Call-in Time**. Any bargaining unit member called in to work on a day when the bargaining unit member is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

7.13 **Minimum Call-Back Time**. Any bargaining unit member called back to work from his/her residence after completion of his regular assignment shall be compensated at least three (3) hours of work at the overtime rate.

7.14 **Summer, Extended Year Program ("EYP") and Saturday School Assignments**. These assignments are considered to be an extension of the work year. The rate of pay for these assignments shall be based upon the prevailing salary schedule for the classification in effect at the time the work is performed.

7.14.1 **Full-Time Positions**. Summer, EYP, and Saturday assignments of full-time positions shall be based upon bargaining unit member's expressed written interest in the position and the program.

7.14.2 **Part-Time Positions**. Summer, EYP, and Saturday assignments shall be filled from those applicants who work in the same classification during the regular academic year.

7.14.2.1 The most senior hire date applicant shall be offered the position.

7.14.2.2 If there are more positions than applicants who work in the same classification during the regular academic year, the remaining positions will be filled without regard to seniority from among bargaining unit members expressing written interest in the position and program needs.

7.14.2.3 If enrollment causes a classroom to close, bargaining unit members hired to work in the classroom will be released in the following order. First, Non-Paraeducators will be released in reverse order of seniority. Second, bargaining unit members working in the affected classification will be released in reverse order of seniority.

7.14.2.4 If enrollment causes a reduction of services due to caseload size (not at maximum capacity), the District will notify CSEA to mutually resolve the staffing issue.

7.14.2.5 Seniority will be determined in accordance with Article 15.2.

7.14.2.6 Any bargaining unit member completing six (6) work days shall be entitled to work the duration of the posted work period.

7.15 **Work year**. The District agrees to establish a work year for classified bargaining unit members consistent with the number of paid days as indicated in Appendix B of this Agreement.

7.15.1 After completion of holiday schedule negotiations, Human Resources will prepare work year calendars for bargaining unit members.

7.15.1.1 Human Resources will distribute an appropriate work year calendar to each classified bargaining unit member at the beginning of the work year.

7.16 **Extension of Work Year**. An extension of work year is defined as additional work days needed of a bargaining unit member (9.5, 10, 11 months) beyond their normal work year. Such days may be prior to the bargaining unit member's regular starting date or subsequent to the ending date.

7.16.1 Requests for extension of work year shall be submitted in writing by the Program Manager to the Superintendent or designee with a copy to the Association.

7.16.2 Bargaining unit members have the right to refuse extension of work year.

7.16.3 Bargaining unit members shall receive their regular rate of pay for the extended period and all appropriate benefits.

7.17 Paraeducators shall not be required to perform the following functions:

7.17.1 **Paraeducators Classroom Coverage**. Instructional Paraeducators shall not be assigned the sole responsibility of maintaining a class in the absence of the teacher except when requested by a Program Manager that the Paraeducators may be required to maintain the class while the teacher is attending site or District Office meetings or staff development programs. This does not permit the usage of Paraeducators as full day substitutes for certificated staff, except in emergency cases for substitute teacher crises. The pay for such classroom maintenance shall be fifteen dollars ($15) per hour in addition to the bargaining unit member's regular pay.

7.17.2 **Maintaining a Classroom.** A bargaining unit member may be assigned the responsibility of maintaining a classroom when substitute teachers are unavailable. The pay for such classroom maintenance shall be fifteen dollars ($15) per hour in addition to the bargaining unit member's regular pay.

7.17.3 **Paraeducators Volunteer Time**. Paraeducators shall not be required to volunteer time (non-paid) to perform duties normally assigned to their classification or position.

7.18 **In-Service Day**

7.18.1 For Paraeducators, a District In-Service Day shall be held before the first (1^{st}) day of school at the beginning of the school year.

7.18.2 For the OTBS unit, a District In-Service Day shall be during the work year.

ARTICLE VIII

PAY AND ALLOWANCE

8.1 **Regular Rate of Pay.**

8.1.1 For the 2020-2021 school year:

Effective July 1, 2020, CSEA unit members shall receive a 0% (zero percent) increase to the salary schedule.

CSEA unit members employed during the 2020-2021 school year shall receive a one-time, off-schedule payment of $2,000 (two thousand dollars). CSEA members who were not employed full time shall have this amount pro-rated (*).

*CSEA bargaining unit members with a 0.75 FTE (Full-Time Equivalent) or higher shall receive one-time, off-schedule payment of $2,000 (two thousand dollars). Bargaining members with less than a 0.75 FTE (Full-Time Equivalent), or members who worked a portion of the year, shall be paid the $2,000 off schedule payment on a pro-rated basis. This one-time payment applies to any bargaining unit members in paid status during the 2020-2021 school year.

8.1.2 For the term of this Agreement, if any other bargaining unit receives a salary schedule increase, off-schedule bonus or health and welfare premium increase or reopener(s) greater than the CSEA bargaining unit, the CSEA shall receive the same increase.

8.1.3 For year three of this Agreement, the parties shall negotiate salary.

For the term of this agreement, if any other bargaining unit receives a salary schedule increase, off schedule bonus or health and welfare premium increase or reopener(s) greater than the CSEA bargaining unit, the CSEA shall receive the same increase.

8.2 **Compensation Errors**. Any District compensation error resulting in insufficient payment for a bargaining unit member in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the bargaining unit member provides notice to the Payroll and Human Resources Department.

8.3 **Lost Checks**. Any paycheck issued to a bargaining unit member in the Association bargaining units which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced in accordance with the following provisions:

1. The bargaining unit member must personally present him/herself at the Payroll Department and sign a Declaration to Obtain Duplicate of Lost Warrant.

2. The Payroll Department will then put a stop payment on the lost/non-received check.

3. The Payroll Department will replace lost check within five (5) days.

4. In the event that the five (5) day wait is a true hardship on the bargaining unit member, a salary advance may be requested by the bargaining unit member. The requested salary advance will be considered in the usual manner of processing.

8.4 **Pay Increases**. The District shall make a separate lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within sixty (60) days after ratification by the District and the Association.

8.5 **Mileage**. Any bargaining unit member required to use his/her vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the rate which is commensurate current allowable IRS rate. The mileage computation shall include mileage necessary to return to the bargaining unit member's normal job site after the completion of District business. Mileage claims shall be verified by the immediate supervisor by his/her signature on the appropriate District form.

8.5.1 **Assigned/Reassigned Mileage.** The District agrees to provide reimbursement for mileage when a bargaining unit member is assigned/reassigned to more than one work site.

8.6 **Meals**. Any bargaining unit member who, as a result of work assignment, must have meals away from the District shall be reimbursed for the full cost of the meal with verification by the immediate supervisor.

8.7 **Lodging**. Any bargaining unit member who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging. Where possible, the District shall provide advance funds to the bargaining unit member for such lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the bargaining unit member for reasonable out-of-pocket lodging expenses.

8.8 **Credit for Training or Experience**. It is expected that a new bargaining unit member will start at the first step of the classification in which s/he is placed. However, based on District need, and at the District's discretion, the Superintendent or designee may recommend placement at a higher step, but no higher than Step 5, where the bargaining unit member has had comparable previous experience; in such cases, credit for the higher step shall be made retroactive upon successful completion of the probationary period. Credit for prior experience for former bargaining unit members shall be the same as for new bargaining unit members.

8.8.1 New and former bargaining unit members (including those on the thirty-nine (39) month reemployment list) will be informed by Human Resources of the provision regarding beginning salary placement at a higher step on the basis of comparable previous experience.

8.8.1.1 Bargaining unit members may begin the process for consideration of placement at a higher step due to comparable previous experience by submitting notification and verification of experience within the first six (6) months of employment.

8.8.1.2 The District's recommendation must be completed within one (1) month following the receipt of notification and verification of experience by the Human Resources.

8.8.1.3 The increase in pay, if approved, shall immediately be retroactive to the bargaining unit member's date of hire on the next end of the month payroll (payroll deadlines permitting).

8.8.1.4 The Association will be notified of all requests for increase in pay and of all actions taken as a result of the requests.

8.8.2 Current bargaining unit members moving into new classifications, who have previous comparable experience, shall follow the same procedure as new and former bargaining unit members (Section 8.8.1).

8.9 **Increment and Advancement on Schedule**. Bargaining unit members shall advance on the salary schedule on the anniversary date of their employment. The date shall be computed to the first (1^{st}) of the nearest month.

8.10 **Longevity Increments**. Longevity increments are additional steps on the salary schedule which provide for credit to bargaining unit members who have served the District over an extended length of time. Placement on longevity increments will include years of credit allowed for pre-District service. Additional longevity increment at twenty-one (21) years effective July 1, 1998.

8.11 **Promotion**. Any bargaining unit member in this bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class commensurate with years of service to the District.

8.12 **Bilingual/Biliterate Differential**. Bilingual Paraprofessionals hired into positions in bilingual classes in support of bilingual teachers shall receive a 3% bilingual salary differential.

8.12.1 The salary differential will also be received by classroom Instructional paraprofessionals where bilingual/biliterate abilities have been determined by Human Resources as necessary to perform the responsibilities of the job or position before posting of the position. Necessary abilities will be determined by appropriate testing.

8.12.2 The salary differential will apply to all jobs for which bilingual/biliterate skills are required in the job posting.

8.12.3 **Interpreting Stipend**. Bargaining unit members utilizing interpreting skills shall receive a two hundred fifty dollar ($250.00) annual stipend. Eligibility will be determined by the Program Manager.

8.12.3.1 The bargaining unit member shall submit completed request forms to the Program Manager for approval. The Program Manager will forward all request forms to Human Resources for processing.

8.12.3.2 If a bargaining unit member changes sites, he/she shall reapply to their Program Manager to determine eligibility for the interpreting stipend.

8.12.3.3 A bargaining unit member who is receiving an interpreting stipend will be paid on the May Tenth Payroll.

8.13 **Shift Differential**. The District shall pay a shift or split shift differential of 5% per month for all work done by classified bargaining unit members whose regular work shift begins at or after 2:00 p.m. A bargaining unit member receiving differential compensation on the basis of his/her shift shall not lose such compensation if s/he is temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation. The regular rate of pay for all purposes of a bargaining unit member assigned to a shift which provides differential compensation shall be the differential rate.

8.14 **Extended Shift Differential**. Bargaining unit members who work less than eight (8) hours within a ten (10) hour span, commencing with their regular starting time, shall be paid at a rate equal to one-and-one-half (1-½) times their regular rate of pay for all hours worked beyond the tenth (10^{th}) hour.

8.15 **Professional Growth.**

8.15.1 **Definition of Professional Growth**. Professional Growth is an incentive program by which the District encourages bargaining unit members in the classified service to attend training/educational classes, which will result in the acquisition of new skills and knowledge, that will improve the bargaining unit member's work performance, or that will broaden his/her opportunity for promotion into higher classifications within the District.

8.15.2 **Professional Growth Procedure**. The Human Resources Department will receive all requests for Professional Growth credit and will approve or disapprove requests in accordance with Appendix D.

8.15.3 **Professional Growth Increment Twenty (20) to Forty (40) hour/week Bargaining Unit Members:** Bargaining unit members may submit up to twelve (12) units to the District per school year. A bargaining unit member who earns more than twelve (12) units in a school year may submit additional units in the subsequent year. Bargaining unit members will be compensated at the rate of thirty

dollars ($30) per unit. Professional Growth shall be paid on the December Tenth Payroll.

All units submitted and paid prior to July 1, 2000 will be paid at the previous rate-of two hundred and fifty dollars ($250.00) per nine units. Units earned but not paid prior to July 1, 2000 will be paid at the new rate of $30 per unit. Units submitted are cumulative.

8.15.3.1 Bargaining unit member must be a permanent bargaining unit member working twenty (20) hours, or more, per week.

8.15.3.2 Bargaining unit member must be in second (2^{nd}) year of continuous employment.

8.15.3.3 Bargaining unit members working less than thirty (30) hours per week shall wait two (2) years in receiving additional Professional Growth increments.

8.15.3.4 Bargaining unit members working thirty (30)-hours or more per week will be eligible to receive additional increments.

8.15.3.5 Any bargaining unit member who has been qualified to receive increments shall continue to receive increments previously earned if hours are voluntarily or involuntarily dropped.

8.15.4 **Professional Growth Increment Ten (10) to less than Twenty (20) hour/week Bargaining Unit Members.** Bargaining unit members may submit up to twelve (12) units to the District per school year. A bargaining unit member who earns more than twelve (12) units in a school year may submit additional units in the subsequent year. Bargaining unit members will be compensated at the rate of fifteen dollars ($15) per unit. Professional Growth shall be paid on the December Tenth Payroll.

All units submitted and paid prior to July 1, 2000 will be paid at the previous rate-of two hundred and fifty dollars ($250.00) per nine units. Units earned but not paid prior to July 1, 2000 will be paid at the new rate of $30 per unit. Units submitted are cumulative.

8.15.4.1 Bargaining unit member must be a permanent bargaining unit member working ten (10) hours or more, per week.

8.15.4.2 Bargaining unit members must be in second (2^{nd}) year of continuous employment.

8.15.4.3 Bargaining unit members working less than twenty (20) hours per week shall wait two (2) years in receiving additional Professional Growth increments.

8.15.4.4 Any bargaining unit member who has been qualified to receive increments shall continue to receive increments previously earned if hours are voluntarily or involuntarily dropped.

8.15.5 **Earning Credit**.

8.15.5.1 Earning course units through enrollment at a junior/community college, college, or university.

8.15.5.1.1 Quarter units will be converted to semester units at the rate of one quarter unit = 2/3 semester unit. Example: 3 quarter units from DeAnza Community College = 2 semester units for Professional Growth credit.

8.15.5.2 Earning course units through Adult Education.

8.15.5.2.1 All Professional Growth participants taking courses through Adult Education must obtain a plus grade. The value of one hour of class/ course time shall be equal to .06 semester units for Professional Growth credit.

8.15.5.3 Attendance at District sponsored or approved workshops, seminars, in -service, etc.

8.15.5.3.1 The actual number of certified hours of course attendance will be credited and accumulated in accordance with the Adult Education provision in 8.16.4.2.1.

8.15.5.3.2 Human Resources shall determine the units/ hours of credit for Association workshop attendance.

8.15.5.4 A First Aid Course shall be required for all bargaining unit members before the first (1st) unit will be paid.

8.15.5.5 Courses taken whose fees are paid for by the District or which are taken on District release time may not be credited to Professional Growth.

8.15.6 **Verification of Course Units**. The following shall be acceptable verification of course units for Professional Growth credit: (Courses must have been taken and after beginning date of permanent ten (10) hours or more per week employment.)

8.15.6.1 Grade cards or transcripts shall be required for courses taken through a junior community college, college, or university.

8.15.6.2 Grade cards shall be required for courses taken through Adult Education.

8.15.6.3 Instructor's signature shall be required for courses taken through District sponsored or approved workshops, seminars, in-services, etc.

8.15.7 **Timelines**. Verification of completed course units being submitted for credit shall be received by Human Resources not later than June 1 of each year excepting:

8.15.7.1 Bargaining unit members who have completed courses and have not received verification from the institution/instructor before the above date shall sign a Statement of Intent to complete form on or before June 1, or

8.15.7.2 Bargaining unit members who are taking courses which will not conclude before June 1, but which will conclude by June 30 shall sign a Statement of Intent to complete form on or before June 1.

8.15.7.3 Bargaining unit members who will be taking courses which begin on or after June 1 and will conclude by June 30 shall sign a Statement of Intent to complete form on or before June 1.

8.15.7.3.1 Verification for exception 1, 2, and 3 above shall be received by Human Resources on or before September 1 of each year.

8.15.8 **Employment Status**. Bargaining unit members participating in the Professional Growth Program shall meet the following employment status conditions:

8.15.8.1 Bargaining unit member must be a permanent bargaining unit member working ten (10)-hours, or more, per week. (Anyone working less than ten (10) hours per week is not eligible to participate in Professional Growth.)

8.15.8.2 Bargaining unit member must be in second (2^{nd}) year of continuous employment.

8.15.8.3 Bargaining unit members working less than thirty (30) hours per week shall be eligible only every two (2) years to earn a Professional Growth increment.

8.15.8.4 Any bargaining unit member who has been qualified to receive increment stipends shall continue to receive the stipend(s) previously earned if his/her hours are voluntarily or involuntarily reduced by layoff. Such bargaining unit member

shall not be eligible, however, to credit additional course units taken while his/her employment hours remain less than two (2); nor shall such bargaining unit member be eligible to receive additional increment stipends while his/her employment hours remain less than two(2).

8.15.9 **Certificates/Degrees**. All bargaining unit members who earn a Certificate of Achievement, Associate Degree, Bachelor Degree and/or Master Degree, shall be entitled to receive no less than a two-hundred fifty dollars ($250) increment regardless of when the Certificate was earned and shall not be limited by other provisions of Section 8.15.

8.15.10 **Post-Graduate Enrollment**. All bargaining unit members who earn a bachelor's degree while employed in the District and enrolled in a post-graduate program to receive a credential to teach shall receive a seven hundred and fifty dollar ($750.00) Professional Growth stipend.

8.16 **Paraeducator Career Ladder Program**. A Career Ladder Program was developed in 2007 and administered by the district with input by CSEA. The Career Ladder Program shall provide any CSEA bargaining unit member with growth opportunities, including but not limited to programs that focus on assisting members in moving forward in the education field, such as teacher certification programs. Any bargaining unit member that takes part in such a program to advance in the field of education, shall be entitled to release days for student teaching or internship related requirements, as needed.

Agreed upon release days shall be deducted from the bargaining unit member's accrued sick leave or vacation bank. If a bargaining unit member does not have sufficient leave for this release, then the bargaining unit member will go unpaid on the remaining release days.

Bargaining unit members shall provide their supervisor/site administrator and Human Resources Department with at least one month of advance notice for release time so substitute coverage can be secured.

ARTICLE IX

BARGAINING UNIT MEMBER EXPENSES, MATERIALS, AND SAFETY

9.1 **Uniforms**. The District shall pay the full cost of the purchase, lease, and rental of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by bargaining unit members.

9.2 **Tools**

9.2.1 The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit members for performance of employment duties.

9.2.2 Bargaining unit members are not required to bring their own tools and equipment. Bargaining unit members who bring in their own tools and equipment, with or without authorization, accept full responsibility and the District is in no way liable.

9.3 **Replacing or Repairing Bargaining Unit Members' Property**. The District will pay the cost of replacing or repairing property of a bargaining unit member such as eyeglasses, hearing aid, dentures, watches, and clothing necessarily worn or carried by the bargaining unit member, when such items are damaged in the line of duty without fault of the bargaining unit member. Verification of actual value at the time of damage of such articles shall be provided to the satisfaction of the District. Loss of personal property not essential to job duties is not to be covered by the District. The District will provide a secure place for storing personal effects. In the event the bargaining unit member received payment from the District for costs of replacing or repairing such property and subsequently finds s/he is entitled to compensation from another source, the District shall recover such compensation up to the full amount of payment made.

9.4 **Safety Equipment**. Should the employment duties of a bargaining unit member require use of any equipment or gear to insure the safety of the bargaining unit member or others, the District agrees to furnish such equipment or gear.

9.5 **Automobile Insurance**. The District shall provide liability insurance covering a bargaining unit member's private vehicle when a bargaining unit member is required to use his private vehicle for District purposes. Bargaining unit members are responsible for reporting accidents on District forms, within twenty-four (24) hours of the accident. It is to be understood that the bargaining unit member's personal insurance policy serves as the primary coverage. The District coverage is over and above the individual's policy. In the event the bargaining unit member receives payment from the District for costs of replacing or repairing such property and subsequently finds s/he is entitled to compensation from another source, the District shall recover such compensation up to the full amount of payment made.

ARTICLE X

BARGAINING UNIT MEMBER AND DEPENDENT INSURANCE COVERAGE

~~10.1~~ **Coverage**. Effective January 1, 2021 the District shall pay eighty-five percent (85%) of the 2021 total premium rates for any District offered insurance health/dental plan, and one hundred percent (100%) vision coverage of the base plan.

For the term of this agreement, if any other bargaining unit receives a salary schedule increase, off schedule bonus or health and welfare premium increase or reopener(s) greater than CSEA bargaining unit, the CSEA shall receive the same increase.

Bargaining unit members shall have one-tenth ($\frac{1}{10}$) of the remaining premium costs for their appropriate coverage levels deducted from each of ten (10) monthly pay warrants (September to June).

The District agrees to develop and absorb the administrative costs associated with the implementation of Internal Revenue Code, Section 125 plan to allow bargaining unit members to pay medical and dental benefit premium contributions with pre-tax dollars (premium only plan).

10.1.1 Pro-rated bargaining unit members who work less than six (6) hours but more than four (4) hours, shall have their co-payment deducted monthly by payroll authorization, between the months of September and June, inclusive, for coverage during the period of September 1st and August 31st.

10.1.2 Coverage for newly-hired eligible bargaining unit members shall be effective the first (1^{st}) of the month succeeding the bargaining unit member's date of hire.

10.1.3 **Insurance plans**. The District fringe benefit program shall include: Kaiser, United Healthcare HMO, United Healthcare PPO, Delta Dental/PMI, and VSP.

10.1.3.1 Bargaining unit members, regardless of hours of employment, are eligible for Vision Care. Unit members have the option to provide dependent care at the bargaining unit member's cost.

10.1.3.2 Delta Dental coverage maximum benefit per year is two thousand five hundred dollars ($2,500) providing unit members use Delta Dental network provider, outside of network, coverage is two thousand dollars ($2,000).

10.1.4 Open enrollment period begins in November, but is not effective until January.

10.2 **Eligibility**. Bargaining unit members who work four (4) or more hours per day shall be considered as eligible to receive the full District fringe benefit program.

Continued eligibility is dependent upon continued employment at four (4) or more hours per day. Fringe benefit coverage shall terminate on the last day of the month following the termination date of a bargaining unit member or the reduction in hours below the four (4) hour level of the incumbent bargaining unit member. Bargaining unit members are allowed to add hours from other bargaining unit positions (i.e., Teamsters and AREA) for the purpose of determining eligibility for health benefits under this Agreement.

10.2.1 **Domestic Partners Health Benefits.** Effective January 1, 2005, the District shall provide medical, dental, and vision benefits for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of bargaining unit members under this Agreement. This coverage is conditioned upon the domestic partnership meeting all the criteria of *California Family Code* Sections 297 *et seq*., and upon the bargaining unit member presenting the District that proof that a valid declaration for domestic partnership has been filed with the Secretary of State pursuant to *California Family Code* Sections 297 *et seq*. registering the domestic partnership.

10.3 **Continuation of Fringe Benefits**.

10.3.1 Bargaining unit members on paid leaves of absence are considered to be continuous bargaining unit members; no interruption to their fringe benefit program shall be imposed upon bargaining unit members who are on paid leaves of absence.

10.3.2 Bargaining unit members who are on unpaid leaves of absence or who are retirees may continue their medical and/or dental coverage by paying the full premium.

10.4 **Termination of Fringe Benefits**. Fringe benefit coverage for bargaining unit members who are terminated due to layoff resignation, dismissal, etc., or who are on unpaid leave and do not wish to continue coverage by paying the full premium, will terminate on the last day of the month of the bargaining unit member's severance or commencement of unpaid leave from the District, unless the bargaining unit member exercises their COBRA rights.

10.5 **State Disability**. The District will provide a system of payroll deductions for the withholding of State Disability payments from the wages of bargaining unit members.

10.6 **Accidental Death and Dismemberment Coverage**. The District will offer all bargaining unit members two thousand dollars ($2,000) of accidental death and dismemberment coverage at no cost to the bargaining unit member, providing they enroll in MetLife coverage.

10.7 **Retirement Benefits**. Retirees from the District have the option to buy into the District Benefit Plan for retirees by paying the full premium, if the unit member is enrolled in Kaiser, Delta Dental or VSP plans.

10.7.1 **Continuation of Retiree Fringe Benefits**.

10.7.1.1 Retiring bargaining unit members may continue benefits provided the insurance carriers provides a Retiree Plan.

10.7.1.2 Retiring bargaining unit members choosing not to continue fringe benefits cannot elect coverage at a later time.

10.7.1.3 Retiring bargaining unit members may elect coverage with PERS, provided the District and the insurance carrier have an existing contract with PERS.

10.7.1.3.1 Retiring bargaining unit members who have chosen PERS coverage may not choose to return to the District fringe benefit plan at a later time.

ARTICLE XI

HOLIDAYS

11.1 **Scheduled Holidays**. The District agrees to provide all bargaining unit members with seventeen (17) paid holidays.

11.2 **Additional Holidays**. Every day declared by the President or Governor of this state as a public fast, Thanksgiving, or holiday, or any day declared a holiday by the Board under Education Code Sections 37220(b) and 37222 or their successors shall be paid holiday for all bargaining unit members.

11.3 **Holidays on Saturday or Sunday**. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday, when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

11.4 **Holiday Eligibility**. All bargaining unit members will receive the same paid holiday benefits, whether full or part-time, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding.

ARTICLE XII

VACATION

12.1 **Vacation Eligibility**. All permanent regular bargaining unit members shall be eligible for vacation yearly. Probationary regular bargaining unit members shall not be eligible for vacation until they have been in continuous employment for six (6) months and have attained permanent status, at which time they will receive vacation credit from their original date of regular employment.

12.2 **Vacation Credit**. Permanent regular bargaining unit members shall be credited each July 1 with the number of vacation days that the bargaining unit member is expected to earn during the ensuing fiscal year, in accordance with Section 12.2.1. New bargaining unit members who are hired after July 1 shall have their vacation pro-rated when permanent status occurs for the portion of the fiscal year remaining after the date of hire.

12.2.1 Each classified bargaining unit member shall earn, during the fiscal year, vacation pay, on the basis of: nine and one-half (9½) month bargaining unit members shall be entitled to eleven (11) working days, ten (10) month bargaining unit members to eleven (11) working days and twelve (12) month bargaining unit members to thirteen (13) working days vacation with pay. Part-time bargaining unit members shall earn vacation with pay on a pro-rated basis based on the employees work year (9 ½ , 10, 11, 12 month). Exceptions which may arise as a result of variation of hours worked during a fiscal period shall be adjusted in accordance with their hourly assignment per month.

12.2.2 Bargaining unit members who have served the District for five (5) continuous years shall earn additional vacation with pay on the basis of one (1) additional working day for each year of service beyond the five (5) years up to a maximum of twenty-one (21) working days a year for twelve (12) month bargaining unit members, nineteen (19) working days a year for ten (10) month bargaining unit members and eighteen (18) working days for nine (9) month bargaining unit members, eighteen (18) working days for nine and one-half (9½) month bargaining unit members, and twenty (20) working days for eleven (11) month bargaining unit members. The extra day will be earned and credited at the completion of the sixth (6^{th}) year, seventh (7^{th}) year, etc.

12.2.3 If the number of additional vacation days accrued makes it impossible for a bargaining unit member to work the full number of days normally required for bargaining unit members in a given class, s/he shall have the number of workdays reduced. This reduction shall be equal to the number of additional vacation days earned. (See Work Year Schedule, Appendix B)

12.3 **Vacation Scheduling**. Subject to the exceptions set forth herein, vacation may, with the approval of the bargaining unit member's immediate supervisor, be taken at any

time during the work year in which it is earned. Vacation will be scheduled at a time mutually convenient to the employee and the District at times least disruptive to the normal work routine as determined by the Program Manager. However, the District reserves the unilateral right to schedule vacations of bargaining unit members during Winter break. In cases where it is immaterial to the District as to when vacations are taken, but there is a conflict between bargaining unit members as to when they may take their vacation, the following procedures will be followed:

12.3.1 Bargaining unit members shall attempt to mutually resolve the scheduling among themselves.

12.3.2 If the conflict is not mutually resolved, the bargaining unit member who has been in the bargaining unit the longest shall be given his/her preference.

12.4 **Vacation Use**. It is the intent of this Article that bargaining unit members take vacation in the work year in which such vacation is earned. Deviation from this intent is subject to Sections 12.2 and 12.7 of this Article and may be allowed under the following conditions:

12.4.1 Vacation may, with the approval of the bargaining unit member's immediate supervisor, be taken at any time during the work year.

12.4.2 Bargaining unit members (9 ½ and 10 month employees) are not required to work during student holidays such as Winter Break, Spring Break, etc., and shall take vacation when school is not in session unless an alternative arrangement is agreed to in accordance to section 12.4.1.

Days shown under "work days" [Appendix B] do not include holidays or vacation. The number of workdays shall be adjusted for those bargaining unit members who have earned additional vacation days through longevity. This adjustment will be equal to the number of additional vacation days earned.

12.4.3 Bargaining unit members may be granted vacation during the work year, even though the vacation is not earned at the time the vacation is taken, at the option of the Program Manager.

12.4.4 If the bargaining unit member is not permitted (written denial) to take his/her full annual vacation, the amount not taken shall accumulate for use in the next work year or be paid in cash, at the option of the bargaining unit member. It is the responsibility of the Program Manager to notify Payroll in writing of this action.

12.4.5 If payroll is not notified by the Program Manager, the District shall not unilaterally remove vested vacation from the bargaining unit members, but shall carry such days over to the next school year.

12.4.6 Employees shall not begin the following work year with more than their annual accrual plus seven (7) vacation carry over days. Any days in

excess of the seven (7) carry over days shall be paid unless there's an exception in accordance with Article 12.4.4.

12.5 **Vacation Pay Upon Termination**. On termination/separation from service the bargaining unit member shall be entitled to lump sum compensation for all earned and unused vacation, except those bargaining unit members who have not completed six (6) months of employment in probationary status shall not be entitled to such compensation.

12.6 **Reduction of Pay Upon Termination**. Bargaining unit members who are terminating/separating from service and have taken vacation prior to its being earned shall have their pay reduced by the number of those unearned days times their daily rate.

12.7 **Interruption of Vacation**. A bargaining unit member in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service provided the bargaining unit member supplies notice and supporting information regarding the basis for such interruption or termination.

12.7.1 **District Interruption of Vacation**. If, for any reason, a bargaining unit member's vacation is interrupted by the District, he/she shall be compensated at the rate of two (2) times the bargaining unit member's straight time hourly rate in addition to any other pay due for that day. In such a case, the bargaining unit member shall suffer no reduction in the paid vacation days due him/her. Any expenses incurred for travel costs shall be borne by the District.

12.8 **Holidays During Vacation**. When a holiday, as defined in this Agreement, occurs during the scheduled vacation of a bargaining unit member, the bargaining unit member shall receive pay at the regular rate of pay for the holiday and not be charged a vacation day for absence on the holiday.

ARTICLE XIII

LEAVES

13.1 **Bereavement Leave**.

13.1.1 Bargaining unit members shall be granted necessary leave of absence of three (3) days, or five (5) days if more than two hundred (200) miles of one-way travel is required, in the event of the death of any member of his/her immediate family. An additional two (2) days may be applied to either situation if the bargaining unit member is directly involved in funeral preparations; a written request for these additional days must be submitted to Human Resources for approval. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Board. Members of the immediate family, as used in this section means the mother, stepmother, mother-in-law, father, stepfather, father-in-law, grandmother, grandfather, or grandchild of the bargaining unit member, and the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, sister, stepsister, and fiancé of the bargaining unit member, or any relative/significant other living in the immediate household of the bargaining unit member. Requests for bereavement leave for other relatives, or persons of close affinity, shall be submitted in writing to Human Resources for his/her approval.

13.1.2 Bargaining unit members may request permission of their immediate supervisor to be absent without pay for reasons of bereavement leave.

13.1.3 Bargaining unit members shall be required to contact their immediate supervisor or department office or leave a message on the District recorder, (408) 824-6996, to initiate bereavement leave as soon as practical. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.

13.1.4 Verification of bereavement leave upon return from leave. Bargaining unit members shall be required to complete the bereavement leave form provided by the District upon their return to work after bereavement leave.

13.1.5 All requests for bereavement and necessary proof shall be submitted to Human Resources within 30 days of the funeral service.

13.2 **Jury Duty**. The District agrees to grant to bargaining unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the bargaining unit member is required to perform jury duty during the bargaining unit member's regularly assigned working hours. Bargaining unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the bargaining

unit member the difference, if any, between the bargaining unit member's regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Bargaining unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation. Any bargaining unit member whose shift begins at 2:00 p.m. or later who is required to report for an afternoon. jury duty session will be relieved from work with pay for the remainder of that work day. Bargaining unit members on telephone alert shall report to work.

13.3 **Military Leave**.

13.3.1 **Mandatory Paid/Unpaid Military Leave**. Bargaining unit members shall be granted any military leave to which they are entitled under law.

13.3.2 **Procedures for Military Leave.**

13.3.2.1 **Request and Verification for Military Leave**. Bargaining unit members shall be required to request military leaves in writing and to supply the District with "orders" prior to the start of said leave and status reports thereafter, as needed.

13.4 **Personal Business Day**. Except for days off authorized by Section 13.9.1.8, days off for personal business shall require advanced approval of the bargaining unit member's immediate supervisor, and will be charged to his/her vacation account. If the bargaining unit member's vacation time is used in this method, a vacation will be without pay and subject to special arrangements with his/her supervisor. Bargaining unit members shall not be eligible for vacation until they have been in continuous employment for six (6) months, at which time they will receive vacation credit from their original date of employment.

13.5 **Sick Leave**.

13.5.1 Bargaining unit members employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury exclusive of days they are not required to render service. "Day," as used in this Article, means the bargaining unit member's regularly assigned work day, exclusive of overtime.

13.5.2 A bargaining unit member, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months s/he is employed bears to twelve (12). A bargaining unit member shall earn one (1) day per month equal to the number of hours worked per day. Paraprofessional/Aides shall receive nine and one-half (9½) days of sick leave.

13.5.3 A bargaining unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve

(12) days leave of absence for illness or injury as the number of days s/he is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

13.5.4 Pay for any day of such absence shall be the same as the pay which would have been received had the bargaining unit member served during the day of illness.

13.5.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each bargaining unit member. Credit for sick leave and such leave may be taken at any time during the year. However, a new bargaining unit member shall not be eligible to take more than six (6) days until the first (1^{st}) day of the calendar month after completion of six (6) months of active service with the District.

13.5.6 If a bargaining 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.

13.5.7 Sick leave days accumulated and not used between March 1, 1978 and June 30, 1983 shall be subject to payoff upon termination, resignation, or layoff from employment, subject to the following:

13.5.7.1 The rate at which each sick leave day is paid off will be the bargaining unit member's hourly rate of pay at the time the sick leave pay was earned.

13.5.7.2 Sick leave days earned and accumulated prior to March 1, 1978 and subsequent to June 30, 1983 shall be used for sick leave purposes prior to sick leave days subject to payoff.

13.5.7.3 Bargaining unit members employed on or prior to the ratification of this Agreement by the Association whose accumulated sick leave days are reduced to below ten (10) may re-accumulate sick leave days to a maximum of ten (10) for payoff purposes.

13.5.7.4 Persons hired after the date of ratification by the Association shall not qualify for future sick leave payoff.

13.5.7.5 Once a bargaining unit member exercises his/her payoff option, s/he will no longer qualify for future sick leave payoff accumulation.

13.5.8 Bargaining unit members absent due to illness or injury must follow procedures established by their immediate supervisor to notify their department of the intent to be absent, the nature of the illness or injury

and the anticipated duration of their absence, prior to the commencement of their scheduled work period, in order to be eligible for paid illness or injury leave. Bargaining unit member notification procedure may include, but not be limited to: The use of designated alternate call-in numbers, call-in notice to Human Resources and the use of authorized District phone recorder messages, (408) 824-6996. Verification of incapacity or impossibility will be required by the District of bargaining unit members who are unable to comply with this provision.

13.5.8.1 The District may require medical verification from a physician at any time that abuse of sick leave provisions becomes evident.

13.5.9 Bargaining unit members who are to be absent for an extended period due to surgery, serious injury, or illness, will be required to notify the District, in writing, of such extended absence and to submit a verification signed by a physician.

13.5.10 Bargaining unit members shall be required to submit to medical examinations, at District expense, at the discretion of the District.

13.5.11 Bargaining unit members who are in a paid status immediately preceding medically verified pregnancy disability and who return to active employment with the District immediately following the conclusion (release from) pregnancy disability following childbirth or miscarriage, shall be eligible to receive compensation at their regular rate of pay charged against sick leave for the work days missed during the period of disability, provided that the District received medical status reports.

13.6 **Industrial Accident and Illness Leave**. In addition to any other benefits that a bargaining unit member may be entitled to under the Workers Compensation laws of this State, bargaining unit members shall be entitled to the following benefits:

13.6.1 A bargaining 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 no more than sixty (60) working days in any one (1) 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 bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. Industrial accident or illness leave will commence on the first (1st) day of absence.

13.6.2 Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this State, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one (1) day for each day. Industrial accident and illness leave will be reduced by one (1) day for each day of the authorized absence, regardless of a compensation award made under the Worker's

Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

13.6.3 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 bargaining unit member is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of exhaustion of benefits under this section, s/he shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

13.6.4 Any time a bargaining unit member on industrial accident or illness leave is able to return to work, s/he shall be reinstated in his/her position without loss of status or benefits.

13.7 **Differential Leave**. A bargaining unit member who has an extended illness or injury is entitled to five (5) months differential sick leave. Written requests for extended medical leave are to be submitted to Human Resources. In order to be entitled to this benefit, the bargaining unit member must present medical verification of the illness or injury. Bargaining unit members must submit a medical release to Human Resources before returning to work. This five (5) months will commence after exhaustion of all accumulated sick leave, vacation days, and compensatory time off, except in cases of industrial accident or illness wherein the five (5) months begins after the exhaustion of all paid leaves. Upon exhaustion of regular sick leave, vacation, and all other paid time off, the bargaining unit member shall be entitled to the difference between the bargaining unit members' regular rate of pay and the sum actually paid a substitute bargaining unit member. (If no substitute is employed, the regular bargaining unit member shall receive his regular rate of pay as specified in Education Code 45196). A substitute for purposes of this Article is a person, not a member of the classified service, who has been hired to perform the duties of the position in the temporary absence of the classified bargaining unit member regularly assigned to that position.

13.7.1 **Medical Transfer**. The District will assign alternate work when available to a qualified bargaining unit member who has become medically unable to satisfactorily perform his/her essential job functions. Medical transfers may be affected only upon concurrence by the bargaining unit member's physician that the bargaining unit member is medically capable of performing the new duties without restrictions. The District may require an examination by a physician designated by the District.

13.7.2 The District will consult with the Association regarding restrictive returns from medical leaves.

13.8 **Interruption in Service and Break in Service**.

13.8.1 **Definition of Interruption in Service**. Any approved unpaid leave shall be considered an interruption in service with the exception of unpaid industrial accident or injury leave or medical leave.

13.8.2 **Definition of Break in Service**. Termination of employment with the District, whether bargaining unit member-initiated or District -initiated, shall be considered break in service.

13.8.3 **Benefits Accruing while on Paid Leave**. Absences under any paid leave provisions of this article shall not be considered as an interruption or break in service for any bargaining unit member who is in a paid status; all benefits accruing (including, but not limited to, sick leave credit, vacation credit, seniority accumulation, etc.) under the provisions of this article shall continue to accrue to bargaining unit members during such absences.

13.8.4 **Placement Upon Return from Paid Leave**. Bargaining unit members returning from paid leave shall be placed by the District in the position s/he held at the time the leave was taken.

13.9 **Personal Necessity Leave**

13.9.1 Seven (7) days of absence credited for permanent bargaining unit members, earned for probationary bargaining unit members, for sick leave may be used by the bargaining unit member at his/her election in cases of personal necessity on the following basis:

13.9.1.1 The death of a member of the bargaining unit member's immediate family when additional leave is required beyond that provided in Section 12.1 of this Article.

13.9.1.2 Bereavement for persons other than the immediate family.

13.9.1.3 As a result of an accident or illness involving a bargaining unit member's person or property or the person or property of his/her immediate family.

13.9.1.4 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.

13.9.1.5 When a bargaining unit member who is adopting a child requires a leave for the purpose of processing the adoption.

13.9.1.6 When a bargaining unit member leaves to care for his or her child after the birth or adoption of the child.

13.9.1.7 Such other reasons approved by the District wherein the activity cannot reasonably be deferred to another day that is not a normal work day.

13.9.1.8 **Personal Business Leave**. The District will allow for two (2) days of Personal Business Leave per year, up to a cumulative total of four (4) days.

13.9.1.9 Bargaining unit members shall complete a personal necessity leave form within fifteen (15) days following return to work from a leave.

13.10 Family and Medical Leave

13.10.1 Bargaining unit members may take up to sixty-six (66) working days of unpaid leave a year to care for their child, parent, or spouse with a serious health condition or in connection with the bargaining unit member's own serious health condition. If both parents are District bargaining unit members, their joint child care leave is limited to four (4) months. To be eligible to take leave, unit members must have twelve (12) months service with the District.

13.10.2 Bargaining unit members may elect to use any accrued vacation, sick leave, or compensatory time off during the otherwise unpaid Family and Medical Leave. A bargaining unit member on leave may continue participation in the District's health benefit plans to the same extent as when working. The District shall maintain the same contributions toward premiums while the member is on leave. Bargaining unit members who do not return to work may be required to reimburse the District for the cost of such contributions.

13.10.3 When the need for the leave arises under emergency or unpredictable circumstances, members should give notice to the District as soon as practical and possible. In all other events, bargaining unit members shall provide the District with at least thirty (30) days notice of the need for a leave under this section, including the reason and requested dates for the leave. If the leave is for planned medical treatment, the bargaining unit member must make an effort to schedule the treatment so as to not disrupt operations of the District. For a leave related to a serious health condition of the bargaining unit member or the bargaining unit member's family, a certification from a health care provider will be provided to the District to justify the leave. A list of what needs to be included is available in Human Resources.

13.10.4 Bargaining unit members who return from the leave are entitled to be restored to their old positions or equivalent positions with equivalent benefits, pay and other provisions of employment.

13.11 Paid Family Leave

13.11.1 Bargaining unit members may apply for Paid Family Leave ("PFL") for up to six weeks in a twelve-month period to care for a seriously ill child, spouse, registered domestic partner, or parent, or to care for a new born baby or newly adopted child. PFL provides bargaining unit members

with partial pay pursuant to law, not full pay. If the bargaining unit member also is eligible for unpaid leave under federal law (Family and Medical Leave Act) or state law (California Family Rights Act), that leave will run concurrent with PFL, according to Section 3303.1(b) of the *Unemployment Insurance Code*.

13.11.2 There is a waiting period of seven calendar days from the time the employee requests the leaves until the PFL begins. Bargaining unit members, at their own discretion, may elect to use any accrued vacation, sick leave, or compensatory time off, pursuant to the applicable provisions of this Agreement, during the waiting period.

13.11.3 Bargaining unit members, at their own discretion, may coordinate PFL with any remaining days of accrued vacation, sick leave, or compensatory time off, consistent with the applicable provisions of this Agreement, in order to maintain full pay.

13.11.4 Bargaining unit members who return from PFL are entitled to be restored to a position within the District in their same classification, with no change in pay, benefits, or seniority level.

13.11.5 Bargaining unit members will maintain their health benefits under this Agreement during PFL, for up to six weeks. After the six-week period, if the bargaining unit member has not returned to work, the bargaining unit member will be fully responsible for their own health benefits.

13.11.6 All conditions, exceptions, requirements, and procedures related to PFL that are mandated by law are incorporated herein. If there is a change in law related to PFL, the Association shall have the right to reopen regarding the effects of such change in law, the limitations in Section 23.1 notwithstanding.

13.11.7 The District will develop procedures for bargaining unit members to apply for PFL.

13.12 **Personal Leave of Absence**

13.12.1 **Permissive Unpaid Personal Leave of Absence**. Unpaid leaves of absence for personal reasons may be granted only to regular bargaining unit members by the Board. Regular bargaining unit members who are in a probationary status shall not be granted leave of absence for personal reasons by the Board. Recommendation for personal leave of absence will be based on the bargaining unit member's value to the District, past employment record, and the reason for the request.

13.12.1.1 **Procedures for Requesting Personal Leave**. All requests for personal leave of absence shall be submitted to Human Resources. Human Resources shall recommend approval/disapproval of the request to the Board. The letter of request shall include the beginning date and ending date of the

leave and the reason for requesting the leave. If the leave request is recommended for approval by Human Resources, it shall take effect upon receipt by Human Resources and the period of the approved leave shall be binding upon the bargaining unit member.

13.12.2 **Notification for Returning From Personal Leave**. Prior to the expiration date of the personal leave of absence, the bargaining unit member shall notify Human Resources in writing that his/her intent is to return or not to return from leave. Notification shall be given a month before the return date to allow ample time for potential placement.

13.12.2.1 **Placement Upon Return from Unpaid Leave.** Bargaining unit members returning from an unpaid leave shall be placed by the District in the first vacant position occurring in the classification in which the bargaining unit member served prior to the leave. Persons returning from unpaid leaves will have precedence over lateral transfers (Except for provision of personal emergency unpaid leave).

13.12.3 **Termination from Employment After Expiration of Personal Leave**. Bargaining unit members who have not returned within five (5) days after the expiration of the personal leave of absence shall be terminated from employment.

13.12.4 **Early Return from Personal Leave of Absence Procedures**. Bargaining unit members who wish to return early (before the expiration date of their personal leave of absence) shall submit a request for early return to Human Resources. Requests for early return from personal leave shall be considered on the basis of positions available and skills required. Human Resources shall recommend approval or disapproval of the early return request to the Board. If the early return request is for approval, the bargaining unit member shall be placed in the first open position in the classification s/he held at the time that the personal leave was granted. If the early return request is recommended for disapproval, the bargaining unit member would then need to apply for any posted position(s) in which s/he is interested and qualified. S/he will be considered along with all other applicants for posted vacancy announcements. If s/he is selected for the position, the leave will be canceled and the bargaining unit member will be returned from leave of absence at the time. Written notification shall be given to the Association within five (5) days of the request for early return if early return is denied.

13.12.4.1 Persons who are on personal leave of absence from the District shall not be required to take nor pass a performance test when applying for a posted vacancy in the classification which s/he held at the time the personal leave was granted providing the same performance tests under which they qualified for appointment to the classification apply.

13.13 **Catastrophic Leave**

13.13.1 Definition: Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time.

13.13.2 Eligibility Requirements: Eligible leave credits may be donated to a unit member for a catastrophic illness or injury if all the following requirements are met:

13.13.2.1 Donations may be granted after all sick leave, vacation and compensatory time are exhausted. Such leave shall go into effect when differential and FMLA go into effect and shall be added to differential pay to equal the employee's full salary. The unit member may request a catastrophic leave donation for up to 30 work days.

13.13.2.2 Requestors shall be required to complete a catastrophic leave request form and submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work or otherwise verify the need for leave. If the unit member's work year is less than 12 months, a subsequent doctor's note/verification may be requested upon returning the next school year.

13.13.2.3 Catastrophic leave credit shall not be used for illness or disability which qualifies the participant for Workers' Compensation benefits.

13.13.3 Upon mutual agreement between CSEA and the District after reviewing the catastrophic leave request, a "Call of Donations" shall be made to CSEA unit members.

13.13.4 Unit members may donate sick leave if they meet the following criteria:

13.13.4.1 No unit member may donate sick leave credits unless they have a minimum of a yearly accrual of accumulated sick leave and may donate only time in excess of that yearly accrual, up to a maximum donation of five (5) days (based on the FTE of the unit member).

13.13.4.2 All transfer of sick leave credit to this program is irrevocable. Remaining hours shall be carried over to the next school year.

13.13.4.3 Unit members understand that any sick leave credit that is donated will no longer be available to them for PERS retirement credit.

13.13.4.4 The District shall maintain all forms related to the administration of this program.

13.13.4.5 All voluntary donations of sick hours shall be made available to the requesting unit member, up to the maximum specified above.

13.13.4.6 Hours shall be granted in proportion to the daily hourly rate of pay of the recipient.

13.13.4.7 The identity of all donors shall remain confidential.

13.13.4.8 Upon the conclusion of the Catastrophic Leave Program, the hours remaining shall be kept in a bank.

13.13.5 Section 13.13.3 shall not be subject to the grievance procedure.

13.13 **Personal Emergency Unpaid Leave**.

13.13.1 Bargaining unit members may request personal emergency unpaid leaves; such leaves may be granted by Human Resources upon written recommendation from the Program Manager. Determination of personal emergency shall be made by the Association and the District.

13.13.2 Personal emergency leaves shall not be granted for more than thirty (30) calendar days.

13.13.3 Bargaining unit members granted personal emergency leaves shall have vacation and sick leave deducted based on a proration of one (1) day for thirty (30) calendar days.

13.13.4 Human Resources shall verify the bargaining unit member's eligibility to maintain benefits during the personal emergency leave.

13.13.5 Bargaining unit members returning from personal emergency leave shall be reinstated to the position which he/she held prior to the leave and maintain their salary.

ARTICLE XIV

BARGAINING UNIT VACANCIES, TRANSFER, PROMOTION, AND RECLASSIFICATION

14.1 **Bargaining Unit Vacancies**.

14.1.1 All bargaining unit members are entitled to apply for posted vacant positions. Bargaining unit members who are on leave shall be mailed, upon request, a copy of the vacancy announcement and an application form. Vacancy announcements will be sent to a designated representative of the Association.

14.1.1.1 All vacancy announcements shall be for not less than thirty (30) minutes, shall indicate hours and specific site, and shall be posted by the District for not less than five (5) working days in designated areas of all work sites prior to being filled.

14.1.1.1.1 All qualified applicants shall be screened and considered**.**

14.2 **Transfers and Promotion**.

14.2.1 **Administrative-Initiated Transfers**. An administrative-initiated transfer shall be limited to those needs demonstrated to be in the best interest of the District and the bargaining unit member. The District will notify the Association as soon as possible of any administrative initiated transfer. "Transfer" is defined as the lateral movement of a bargaining unit member from his/her current position to a position in the same classification at a different work site.

14.2.1.1 The Superintendent or his/her designee shall provide the bargaining unit member to be transferred with reasonable prior notice of impending transfer. This notice shall include the reasons for the transfer.

14.2.1.2 No District-initiated transfer shall be punitive or capricious.

14.2.1.3 **Bargaining Unit Member Initiated Transfer**. A bargaining unit member may initiate a request for an administrative transfer. Bargaining unit members requesting to transfer shall submit such requests in writing to the Program Manager. The Program Manager will review and submit the bargaining unit member initiated transfer to Human Resources for action. The bargaining unit member and the Association will be notified of the decision.

14.2.2 **Mutual Exchange**. Nothing in this section shall prevent bargaining unit members from mutually agreeing to exchange positions with the approval of the immediate supervisors and Human Resources. A mutual

exchange of positions will be limited to those bargaining unit members having positions with the same classification, work/year, and equal number of hours.

14.2.3 **Reorganization**. In major administrative reorganizations which are planned by the District and which impact bargaining unit members causing the potential transfer of said bargaining unit members, the District agrees to consult with the Association sufficiently in advance of such reorganization.

14.2.4 **Promotion**. Any bargaining unit member in the Association bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new bargaining unit classification commensurate with years of service to the District.

14.2.4.1 An increase in hours of a part-time position will not be considered a promotion.

14.3 **Screening/Selections Process for Bargaining Unit Vacancy Announcements**. The following procedure is to be implemented in determining the most qualified applicants for transfer or promotion:

14.3.1 All applicants determined by Human Resources to have met minimum qualifications based on job specifications, shall be required to pass a performance test, which has been developed by the District with Association input, for the applied for position. For Paraprofessionals/aides who will be assigned to assist in an instructional setting, the test shall be a proficiency test as mandated by law. A waiver for bilingual cross-cultural Paraprofessionals/aides is available under certain conditions.

14.3.1.1 Persons who are on personal leave of absence from the District shall not be required to take nor pass a performance test when applying for a posted vacancy in the classification which s/he held at the time the personal leave was granted.

14.3.2 Applicants who meet the minimum qualifications and have passed their tests with the appropriate passing rate(s) shall have their applications and other documents sent directly to the Program Manager of the site, area or building where the opening occurred.

14.3.3 If there are less than four qualified applicants, the Program Manager shall personally interview each applicant using the “Guidelines for Interviewers” as a guide.

14.3.4 If there are four or more qualified applicants, the Program Manager shall convene an oral interview panel at the local level. The oral interview panel shall be composed of at least three (3) members; one (1) bargaining unit member for each three (3) to four (4) panel members or two (2) bargaining unit members for each five (5) to seven (7) panel

members. The maximum number of panel members shall be seven (7). The Program Manager shall not be a member of the oral interview panel.

14.3.4.1 The Program Manager may paper screen applicants to a minimum of six (6) for consideration by the oral interview panel.

14.3.4.2 The oral interview panel shall recommend the three (3) highest scored applicants to the Program Manager. (If there are less than three (3) remaining applicants, the panel may recommend less than three (3).) Each panel member shall have an equal vote.

14.3.4.2.1 Scores will be determined based upon the following:

1) Actual raw test score

2) Interview score

3) Seniority credit based upon one (1) point per year of service with the District based upon hire date up to eight (8) points.

14.3.4.3 The Program Manager interviews each of the recommended finalists. If there is a selection, the Program Manager recommends his/her choice to Human Resources.

14.3.5 All vacant positions will be posted until filled or the position will be eliminated if not filled for six (6) months. When a Program Manager does not select an applicant after the first posting, he/she may elect to post the position for a second time. However, the work allocated to the vacant position will not be assigned to other bargaining unit members.

14.3.6 Selection may be affected by conditions which affect choice; such as, return from layoff, Title IX regulations, and affirmative action.

14.4 **Reclassifications**. Changing conditions may warrant reclassification of positions and/or classifications which are a part of the Association bargaining unit. Since the District and the Association have vested interest in such reclassifications, this Section is intended to provide an orderly process for effecting justifiable reclassifications.

14.4.1 **Definition**. Reclassification means the re-defining of a position and/or a classification to account for changes in technology, duties, or work that may alter the nature of the position(s) as determined by Human Resources.

14.4.2 When either the District, the Association, or a bargaining unit member seeks to effect a reclassification, the following procedures will be followed.

14.4.2.1 Any written request for reclassification shall be submitted to the Association. The Association will submit the request for reclassification to Human Resources. A meeting will be scheduled within 15 work days upon the Association submitting the request to the District.

14.4.2.2 The request shall contain the following data:

a. The classification or position to be reclassified.

b. The existing job description and salary range.

c. The proposed existing job description and salary range.

d. The bargaining unit members affected by the proposal and the proposed disposition of same.

e. The basis for the reclassification.

f. Written verification by the Program Manager that s/he has reviewed the request.

g. The recommended effective date for implementation.

h. A completed Ewing Job Classification Assessment Survey.

14.4.2.3 The request for reclassification may be denied at the first (1^{st}) level by mutual agreement by Human Resources and the Association.

14.4.2.4 The mutual recommendation for approval will be forwarded through Human Resources and submitted for Board approval.

14.4.2.4.1 In the event the Association and the District do not mutually agree on approval or denial of the reclassification, the District will have fifteen (15) work days to provide a written response to the request. The Association may submit any supporting documents to assist in completing the assessment of the reclassification request.

14.4.2.4.2 The Association will have five (5) work days to appeal the District's response by submitting a written request to the Superintendent or his/her designee.

14.4.2.5 The Superintendent or designee will respond to the Association's appeal in writing, within fifteen (15) work days after receipt of the appeal from Section 14.4.2.4.2 which may include the effective date for any retroactivity.

14.4.2.6 A denial of the reclassification by the Superintendent or designee shall allow the Association to appeal the decision to an Advisory Arbitrator. The Advisory Arbitrator will be chosen (as in the grievance process) and costs will be shared equally between the District and the Association. The Arbitrator will prepare his/her written response including recommendations to the superintendent and the Association. Final decision shall rest with the Superintendent or designee.

14.4.2.6.1 Violations of reclassification procedures are grievable.

14.4.2.7 Timelines may be extended by mutual agreement of the District and the Association.

14.5 **Modification of Work Year**. Changes in conditions may warrant modification of work year of positions and/or classifications which are part of the association bargaining unit. Since the District and Association have vested interest in such modifications of work years, this section is intended to provide direction on various types of work year modifications.

14.5.1 **Definition**. Modification of work year means the redefining of a work year or work period of a position and/or classification.

14.5.2 When either the District, the Association, or a bargaining unit member seeks a work year modification the following procedures will be followed:

14.5.2.1 Any written request for work year modification shall be submitted to the Association. An Association designee shall meet with the Superintendent or his/her designee to review the request.

14.5.2.2 The Superintendent or his/her designee and the Association shall provide Human Resources with a mutual recommendation for implementation.

14.5.2.2.1 If there is no mutual agreement the position and/or classification shall remain with status-quo work year.

ARTICLE XV

LAYOFF AND REEMPLOYMENT

15.1 **Notice of Layoff**

15.1.1 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified bargaining unit members will be subject to layoff for lack of funds, the bargaining unit members to be laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

15.1.2 When, as a result of bona fide reduction or elimination of basic funded services being performed by any department, classified bargaining unit members shall be subject to layoff for lack of work, affected bargaining unit members shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their rights, if any, and reemployment rights.

15.1.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified bargaining unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board, without the notice required by Subsection 15.1.1 or 15.1.2 hereof.

15.2 **Order of Layoff**. The order of layoff within each classification shall be determined by length of service (seniority) within the classification plus equal and higher classifications in the District. Bargaining unit members with the least seniority in the classification, plus equal and higher classifications, shall be laid off first. Hire date shall be used to calculate seniority effective July 1, 1990.

15.3 **Equal Seniority**. If two (2) or more classified bargaining unit members have equal seniority within a classification, the determination as to who will be laid off shall be as follows: 1) review of seniority in higher classifications, 2) the lesser ranking on the "hours in paid status" seniority list; if that is equal, the determination of ranking numbers shall be determined by lottery.

15.4 **Bumping Rights**. A bargaining unit member whose position is eliminated or reduced, or is bumped, from his/her present class shall bump the least senior in a lower or equal class regardless of work year in which the bargaining unit member worked and has accumulated seniority. The bargaining unit member does not have the right to choose the specific position into which s/he wishes to bump.

15.4.1 A bargaining unit member with high seniority whose position is eliminated or reduced may elect to bump into a position of equal or less hours within the classification regardless of work year. The bargaining unit member does not have the right to choose a specific position into which s/he wishes to bump.

15.5 **Layoff in Lieu of Bumping**. A bargaining unit member may elect layoff in lieu of exercising bumping rights without losing any reemployment rights.

15.6 **Voluntary Demotions or Voluntary Reductions**. Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period or up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Bargaining unit members who take voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available within a comparable work year, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

15.7 **Retirement in Lieu of Layoff**. Any bargaining unit member who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees Retirement System ("PERS") shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of PERS of the fact that retirement was due to layoff for lack of work or of funds. If s/he is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed his/her request for reinstatement from retirement.

15.8 **Effects of Layoff**.

15.8.1 Notification of reassignment due to elimination of positions will be sent to Human Resources on or before July 15 to all bargaining unit members (who have not been laid off) who hold positions in classes affected by layoff.

15.8.1.1 Positions up for bid shall exclude requirements not included in the job descriptions unless such are required by law (i.e., pre-school units, etc.) and are negotiated with the Association. If preferences are specified in the position up for bid, the District will clarify by stating "Preferred but not required".

15.8.2 A bargaining unit member must give the Human Resources written notice, within ten (10) calendar days of date that notification of reassignment letter is postmarked, if she/he wishes reassignment placement changes. Human Resources will attempt to comply with the bargaining unit member's request for the change. If the bargaining unit

member's previous year's position is reinstated, the bargaining unit member will be reassigned to that position providing the bargaining unit member's seniority holds up.

15.8.3 **Effects of Layoff-Placements**: Reassignment placements of bargaining unit members due to layoffs will be made at least thirty (30) days before they are to take effect except for those provided under Section 15.8.4.

15.8.4 Until the District's obligation to restore reduced hours is met, all increased hours of assignment or vacated/restored positions will be mailed to bargaining unit members on the reemployment list for restoration of hours in the specific classification and within a comparable work year for bid purposes. The most senior applicant in that class, from among those who bid and to whom the District has an obligation, will be awarded the posted position/hours.

15.8.5 Once the District has met its obligation to restore reduced hours, the hours/position will be offered to persons on a thirty-nine (39) month reemployment list who were laid off.

15.8.6 Once all reemployment obligations are met, the positions shall be posted and/or assigned in accordance with Article XIV (14.1.1.1) and/or Article VII (7.6) of this Agreement.

15.8.7 **Option to Substitute for Laid-Off/Reduced Assignment Bargaining Unit Members.** Human Resources will notify all laid-off or reduced -assignment bargaining unit members of their option to substitute. Laid-off or reduced -assignment bargaining unit members may substitute in any position for which they are qualified. Reduced-assignment bargaining unit members are subject to provisions of Section 1.5. Bargaining unit members wishing to substitute must complete the necessary papers and testing in Human Resources. They must register with Human Resources and at individual schools for which they want to substitute. Human Resources will provide to the schools a list of laid-off and reduced -assignment bargaining unit members who have registered with Human Resources to work as a substitute.

15.9 **Reemployment Rights**. Bargaining unit members laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months or sixty-three (63) months and shall be re-employed according to the following:

Under the provisions of Education Code sections 45298 and 45308 (39 month/63 month reemployment list), CSEA workers have preferential reemployment rights over any new applicants to available positions for which he/she is qualified.

a. "New Applicant" shall be defined as a person who is a non-district employee, substitute, and/or short-term, etc.

b. "Qualified" shall be defined as meeting the qualification of the Job Description.

c. In the event two employees have equal seniority, the District will hire in accordance with Section 15.3.

15.9.1 Bargaining unit members who are on layoff/and not placed may submit an application for any posted short-term/temporary vacancy announcement, exceeding one (1) month in duration, and, if qualified, shall be given preference to such positions by seniority and position/class. Bargaining unit members shall be entitled to adjusted benefits of the short-term/temporary assignment. Seniority during this term shall not be credited. The District shall have no further obligation to bargaining unit members, for the continuation of such short-term/temporary assignments, once the assignment is completed.

15.9.2 **Substitute/Short-Term Bargaining Unit Members:** In the event the District has an obligation to current and/or laid off bargaining unit members in a classification, individuals who become permanent bargaining unit members in that classification by working over 75% of the work year/school year, shall be laid off and placed on the thirty-nine (39) month reemployment list.

15.10 **Reemployment Order**. Reemployment shall be in the reverse order of layoff reduction.

15.11 **Reemployment Offers**. A bargaining unit member may refuse up to three (3) reemployment offers made by the District after which s/he shall be dropped from the thirty-nine (39) month reemployment list.

15.11.1 The bargaining unit member shall respond to each offer in accordance with the following time-lines; no response from the bargaining unit member shall be deemed a refusal:

15.11.1.1 By calling his/her response to Human Resources within five (5) working days of mailing date if offer made by letter.

15.11.1.2 By calling his/her response to Human Resources within three (3) working days if offer made by telephone.

15.12 **Improper Layoff**. Any bargaining unit member deemed to be improperly laid off shall be immediately reinstated and reimbursed for any loss of salary incurred.

15.13 **Seniority Roster**. The District shall maintain an annually updated seniority roster by hire date. The Association shall receive a copy of the updated roster by February 1st of each year. The District shall maintain a copy of the last "hours in paid status" seniority roster as of 6/30/90 in the files of Human Resources. The seniority roster shall include bargaining unit members currently on active (working) status and bargaining unit members on approved paid and unpaid leaves.

15.14 **Maintenance of Seniority Status**. The seniority status of a bargaining unit member at the time of layoff shall be maintained during the thirty-nine (39) month reemployment period; however, there shall be no accrual of seniority, vacation, sick

leave, holidays, other benefits or increment advancement while the bargaining unit member is on layoff.

15.15 **Reduction in Hours**; **Association Rights**: This agreement of layoff procedures does not waive the Association's rights to negotiate over the effects of a particular layoff or reduction in hours, nor does it waive the Association's rights to negotiate the District's decision to reduce the hours and/or work year of bargaining unit positions.

15.16 **Definitions: Reemployment List**. The thirty-nine (39) month reemployment list shall include bargaining unit members who have their work year reduced, work hours reduced or who take a voluntary demotion in lieu of layoff. These bargaining unit members shall retain their rights to reemployment for an additional period of up to twenty-four (24) months, for a total of sixty-three (63) months, from the time of reduction in work year or work hours (provided that they remain qualified) for appointment to the position**.**

ARTICLE XVI

GRIEVANCE PROCEDURE

16.1 **Definition**. A "grievance" is defined as any complaint of a bargaining unit member, bargaining unit members, or the Association involving the alleged misinterpretation, misapplication or alleged violation of this Agreement or a violation, misapplication, or misinterpretation of any law, District policy, rule, regulation, or practice**.**

16.1.1 A "grievant" is a bargaining unit member, or bargaining unit members, or the Association covered by the terms of this Agreement.

16.1.2 A "day" is any day in which the central administration office of the District is open for business.

16.1.3 The "immediate supervisor" is the lowest level administrator having line supervisory authority over the grievant.

16.1.4 The "general supervisor" is the next higher administrator having line authority over the immediate supervisor.

16.1.5 As used throughout this Agreement, "Human Resources" refers to the person(s) designated by the District within the Human Resources Department.

16.2 **General Provisions**. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

16.2.1 It is the intent of the District and the Association that grievances should be resolved as quickly as possible. The time limits set forth herein are maximum and every effort should be made to adjust grievances within a minimum amount of time.

16.2.2 With the mutual agreement of the parties involved, the time limits set forth may be extended.

16.2.3 Errors of technical nature shall not invalidate the formal grievance and may be corrected at any level without a re-submission at any prior level.

16.2.4 Relevant data which is no more than one (1) year old which supports a grievance shall be admissible evidence of said violation.

16.2.5 Failure on the part of the District to respond within the prescribed time limit allows the grievant to proceed to the next level.

16.2.6 Failure on the part of the grievant to file an appeal within the prescribed time limits shall constitute acceptance of the proposed resolution at that level.

16.2.7 A bargaining unit member, when a grievant, shall be released from duty without loss of pay for the purpose of meeting and discussing with the appropriate supervisor or manager, the circumstances giving rise to the grievance.

16.3 **Informal Level**. Within thirty (30) days following the discovery of an act or omission giving rise to the grievance, the bargaining unit member should attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

16.3.1 If resolution of the grievance is reached at this level, the immediate supervisor and the grievant shall sign a joint summary statement of the resolution.

16.3.2 Whenever possible, bargaining unit members are encouraged to give the immediate supervisor at least one (1) day advance notice as to the intent and purpose of the informal conference.

16.4 **Formal Level I**. In the event that resolution is not achieved at the informal level, the grievant must present his/her grievance in writing within ten (10) days after the informal conference on the Classified Grievance Form to his/her immediate supervisor.

16.4.1 This statement shall be a clear, concise statement of circumstances giving rise to the grievance, citation of specific article, section, and paragraph of this Agreement, or law, District policy, rule, regulation, or practice that is alleged to have been violated, misinterpreted, or misapplied, the decision rendered at the informal conference, and may include a specific remedy sought. The specific remedy sought shall be included in Levels I, II, III, and IV.

16.4.2 The immediate supervisor or his/her designee shall communicate his/her decision to the bargaining unit member in writing within five (5) days after receiving the grievance.

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

16.5 **Formal Level II**. In the event the grievant is not satisfied with the decision at Level I, s/he may appeal the decision in writing on the Classified Grievance Form to the general supervisor within five (5) days of receiving the written response from the immediate supervisor at Level I with a copy to Human Resources.

16.5.1 A copy of the original written grievance statement the decision rendered, and a clear concise statement of the reasons for the appeal must be submitted to the general supervisor.

16.5.2 The general supervisor shall conduct an investigation into the allegations and shall communicate his/her decision within five (5) days after receiving the written appeal.

16.5.3 Either the grievant or the general supervisor may request a personal conference within the above time limits.

16.6 **Formal Level III**. If the grievant is not satisfied with the decision at Level II, s/he may appeal the decision on the Classified Grievance Form within five (5) days to Human Resources.

16.6.1 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear and concise statement of the reasons for the second appeal.

16.6.2 Human Resources shall communicate his/her decision in writing to the grievant within seven (7) days.

16.6.3 Either the grievant or Human Resources may request a personal conference within the above time limits.

16.7 **Formal Level IV**. If the grievant is not satisfied with the decision at Level III, s/he may appeal the decision on the Classified Grievance Form, within five (5) days to the Superintendent/designee.

16.7.1 This appeal shall include a copy of the original grievance and earlier appeals, the decisions rendered at Levels I, II, and III, and a clear and concise statement of the reasons for this appeal.

16.7.2 The Superintendent/designee shall communicate his/her decision in writing to the grievant within ten (10) days.

16.7.3 Either the grievant or the Superintendent/designee may request a personal conference within the above time limits.

16.8 **Arbitration Level (Level V)**

16.8.1 If the grievant is not satisfied with the disposition of the grievance in Level IV, the Association, within twenty (20) work days, may submit the grievance to arbitration. In such cases, the parties shall request a list of arbitrators from the State Mediation/Conciliation Services in accordance with its procedures in use at that time.

16.8.2 If any question arises as to the arbitrability of the grievance, such questions will be ruled upon by the arbitrator. The arbitrator may require an opportunity to hear the merits of the grievance.

16.8.3 The arbitrator shall not render any award which conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with accepted rules of the State Mediation/Conciliation Services.

16.8.4 If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties request a transcript,

the total cost of the transcript shall be divided equally between the District and the Association.

16.8.5 Selection of the arbitrator shall be in accordance with the prevailing State Mediation/Conciliation Services Procedures.

16.8.6 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to business days.

16.8.7 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the State Mediation/Conciliation Services and the provisions of this Agreement.

16.8.8 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the District to hire a bargaining unit member in a management position or requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies the arbitrator judges to be proper. The award of the arbitrator shall be final and binding on the parties and a copy shall be submitted to the Superintendent, the aggrieved, and the Association.

16.8.9 All costs for the services of the arbitrator, including, but not limited to per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of the hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

16.9 **Group Grievance**. If the grievance involves bargaining unit members with different immediate supervisors, the grievance may be filed at Level II. If the grievance involves bargaining unit members, not all of whom have the same supervisor at Level II, the grievance may be submitted by the Association at Level III.

16.10 **Policy Grievances**. If the grievance involves District-wide policy, practice, or interpretation of this Agreement, the grievance may be submitted by the Association at Level III.

16.11 **Bargaining Unit Member-Processed Grievance**. A bargaining unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided copies of any grievances filed by bargaining unit members directly and responses by the District. Prior to any resolution of any grievance, the Association shall be provided with a copy of the proposed resolution for review. The Association shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

16.12 **Release Time**. The Board agrees to grant a collective total of three (3) hours of release time without loss of pay per grievance for the purpose of investigation. Whenever possible, this release time shall be scheduled at times least disruptive to the bargaining unit member's work and with approval of the immediate supervisor.

16.13 **Grievance Witnesses**. The District shall make available for testimony in connection with the grievance procedure any District bargaining unit members whose appearance is requested by the grievant or the Association. Any bargaining unit member witnesses required to appear in connection with this article shall suffer no loss of pay.

16.14 **Duties and Responsibilities of Job Stewards**. The Board agrees to grant release time to Association officials to perform services directly involved in the processing of grievances. The word "processing" is interpreted to mean the presence of the job stewards with the aggrieved bargaining unit member during verbal discussions with administrators at any or all steps of the grievance procedure. Job stewards shall not leave their work locations for grievance processing purposes without one (1) day prior notification and approval of the immediate supervisor.

ARTICLE XVII

DISTRICT COMPLIANCE REGARDING SAFETY

17.1 The Board shall provide bargaining unit members with the safest possible working conditions.

17.1.1 Under the right-to-know act, all bargaining unit members must be informed of hazardous materials with which they are working.

17.2 The Board shall attempt to comply with the provisions of the California State Occupational Safety and Health Act regulations and applicable State and Federal laws within the general industry and construction industry (where applicable) standards.

17.3 All parties subject to this Agreement shall not be intimidated, restrained, coerced, retaliated, or discriminated against because of the exercise of their rights guaranteed by this Agreement.

17.4 Bargaining unit members shall be required to report any condition believed to be a violation of Section 17.2.

17.5 The Association is guaranteed representation on the District Safety Committee.

17.6 No bargaining unit member shall be required to do a bomb search in the event of a threat.

17.7 The District agrees to offer First Aid/CPR Training during a District Inservice Day. Attendance is voluntary.

ARTICLE XVIII**

CONTRACTING AND BARGAINING UNIT WORK

18.1 In the letting of contracts for work customarily and normally performed by bargaining unit members, the District shall follow procedures outlined in Section 45103.1 of the *Education Code*. In so doing, the District agrees not to displace bargaining unit members or reduce their work.

ARTICLE XIX

SAVINGS CLAUSE

19.1 If any article, sections, or provisions of this Agreement shall be found to be contrary to, or in conflict with, federal or state law, a ruling by a court of competent jurisdiction, or federal or state regulatory agency, that article, section, or provision only shall be rendered void with no effect on any other article, section, or provision of this Agreement because of the contradiction or conflict.

19.2 When such article, section, or provision is rendered void, the District and the Association shall in good faith apply the provisions of the prevailing new law or ruling during the remaining period of the contract.

19.3 This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XX

DISCIPLINE

20.1 **Termination/Personnel Action Against Probationary Bargaining Unit Members.** At any time prior to the expiration of the probationary period, the Board may, in its sole discretion, dismiss a probationary classified bargaining unit member from the employ of the District. A probationary classified bargaining unit member shall not be entitled to a hearing or to any statement of reasons for the Board's action. Written notice of Board action shall be provided to the bargaining unit member within fifteen (15) calendar days after the Board's action.

20.2 **Personnel Action Against Permanent Classified Bargaining Unit Members.** Any bargaining unit member designated as a permanent bargaining unit member shall be subject to disciplinary action only for cause as prescribed by contract and Education Code, but the Board's determination of sufficiency of cause of disciplinary action shall be conclusive.

20.2.1 Bargaining unit members shall be informed of their right to CSEA representation at each stage of the disciplinary proceedings.

20.2.2 Bargaining unit members right to representation. When a bargaining unit member is called to an investigatory meeting and the bargaining unit member reasonably believes that the interview may result in discipline, upon bargaining unit member request, the Association will act upon the request within two (2) working days. (see section 20.2.2)

20.3 **Definitions**.

20.3.1 Personnel action is synonymous with disciplinary action and may be imposed on permanent bargaining unit members only for cause. Personnel action is defined as dismissal, demotion, suspension, reduction in hours or class or involuntary transfer or reassignment other than as authorized in Article XIV.

20.3.2 Suspension means either temporary removal of a bargaining unit member from his/her position with or without loss of pay as a personnel action, or his/her removal preliminary to investigation of charges pending demotion and dismissal.

20.3.3 Demotion means reduction of a bargaining unit member from a given classification to a classification having a lower salary rate or reduction of pay step in classification.

20.3.4 Dismissal means permanent removal of a bargaining unit member from employment for cause in accordance with the provisions of these rules.

20.4 **Causes for Personnel Action**. In addition to any disqualifying or actionable causes otherwise provided by statutes or by policy of this District, each of the following

constitutes cause for personnel action against a permanent classified bargaining unit member.

20.4.1 Incompetency or inefficiency in the performance of the duties of his/her position.

20.4.2 Insubordination (including, but not limited to refusal to do assigned work).

20.4.3 Carelessness or negligence in the performance of duty or in the care or use of District property.

20.4.4 Discourteous, offensive or abusive conduct or language toward other bargaining unit members, pupils or the public.

20.4.5 Dishonesty.

20.4.6 Drinking alcoholic beverages on the job or reporting for work in a state of intoxication.

20.4.7 Use or addiction to the use of narcotics.

20.4.8 Personal misconduct unbecoming a bargaining unit member of the District.

20.4.9 Engaging in a political activity during assigned hours of employment.

20.4.10 Conviction of any crime involving moral turpitude.

20.4.11 Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the bargaining unit member's ability to perform the duties and responsibilities of his/her position. A plea of guilty or a plea of "nolo contendere" is considered a conviction within the meaning of this section.

20.4.12 Repeated and unexcused absence or tardiness.

20.4.13 Abuse of illness leave privileges.

20.4.14 Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other District records.

20.4.15 Persistent violation or refusal to obey safety rules or regulations made applicable to the public schools by the Board or by any appropriate federal, state, or governmental agency.

20.4.16 Offering of anything of value or offering any service in exchange for special treatment in connection with the bargaining unit member's job or employment, or the accepting of anything of value or any service in

exchange for granting any special treatment to another bargaining unit member or to any member of the public.

20.4.17 Willful or persistent violation of the Education Code or rules of the Board.

20.4.18 Any willful failure of good conduct tending to injure the public service.

20.4.19 Abandonment of position.

20.4.20 Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.

20.4.21 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the bargaining unit member's class specification or otherwise necessary for the bargaining unit member to perform the duties of the position.

20.4.22 Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

20.4.23 Physical or mental disability which precludes the bargaining unit member from the proper performance of his/her essential duties and responsibilities as determined by competent medical authority, except as otherwise provided by contract or by law regulating retirement of bargaining unit members.

20.5 **Progressive Steps**. In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps should be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. It is recognized that not all steps should be utilized in all cases. Progressive steps may be as follows:

20.5.1 Oral Warning

20.5.2 Written Warning

20.5.3 Written Reprimand

20.5.4 Suspension

20.5.5 Involuntary Demotion

20.5.6 Dismissal

20.6 **Discipline Procedure**

20.6.1 **Written Warning**. Except in those situations where an immediate reprimand or suspension is justified under the provisions of this Agreement (Section 20.10), a bargaining unit member whose work or conduct is of such character as to incur personnel action shall first be

specifically warned in writing by the supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending any personnel action and a copy of the warning shall be sent to the Association. The supervisor shall give a reasonable period of advance warning to permit the bargaining unit member to correct the deficiency without incurring personnel action.

20.6.2 **Written Reprimand**. A Written Reprimand shall be given to an employee when there is a serious infraction of the rules. In most cases, it would follow a Written Warning but not in all cases depending on the severity of the infraction. Such reprimand shall state the reasons for the Written Reprimand. A copy of the reprimand shall be sent to the Association. Additional or persistent rule violations or infractions shall be grounds for further and more severe personnel action.

20.6.3 **Limitation of Time**. No personnel action shall be taken for any cause which arose prior to the bargaining unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such bargaining unit member when it could be reasonably assumed that the bargaining unit member should have disclosed the facts to the District.

20.6.4 **Notice of Charges**. The administrator initiating disciplinary action shall file a written notice of such action with the Superintendent or designee and Human Resources. The notice shall be served upon the bargaining unit member either personally or by registered or certified mail, return receipt requested, at the bargaining unit member's last known address with a copy to the Association. The notice shall indicate: 1) The specific charges against the bargaining unit member which shall include times, dates and location of chargeable actions or omissions; 2) The penalty proposed; 3) Bargaining unit member's rights to a hearing as provided in Section 20.6.4. The burden of proof shall remain with the charging party.

20.6.5 **Disciplinary Hearing**. Prior to any action a pre-disciplinary hearing shall be held with any bargaining unit member against whom discipline is proposed. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Superintendent or designee, the Association and representatives and witnesses. The meeting shall be held before an impartial administrator (Superintendent or designee), which shall mean any administrator not directly or indirectly involved in proposing the discipline.

20.6.5.1 All charges against the bargaining unit member and any supporting documents or other evidence shall be made known to the bargaining unit member and his/her representative at least at the time of the hearing.

20.6.5.2 Charges which have not been made known to the bargaining unit member, at the time of this hearing, and to which the unit member has not been given the opportunity to respond, at the time of hearings, shall not be part of any written charges which may be subsequently withdrawn, modified, or sustained.

20.6.5.3 Any proposed disciplinary action is strictly within the authority of the Board and all procedures set forth below must be followed if disciplinary action is proposed as a result of this hearing.

20.6.5.4 The bargaining unit member may elect to have private counsel present and the initiating party may also be represented by counsel. If the bargaining unit member elicits private counsel, it shall be at his/her own expense.

20.6.6 **Administrative Decision**. The Superintendent or designee will respond within five (5) days upon completion of the disciplinary hearing and shall have the authority to prepare a proposed decision on the charges (withdraw, modify, or sustain them).

20.6.6.1 If the administrative decision is to implement or modify the recommended proposed penalty, the bargaining unit member shall receive written notice of the decision. The written notice shall include:

1) A statement in ordinary and concise language of the specific acts or omissions upon which the disciplinary action is based including times, dates and locations.

2) A statement of the cause for the action taken,

3) The materials upon which the charges are based,

4) The right to a hearing, on the charges, at this level,

5) A card or paper, the signing of which by the bargaining unit member, shall constitute denial of all charges and a request for hearing with a hearing officer.

20.6.6.2 The bargaining unit member may appeal the administrative decision to a hearing officer within ten (10) days after receipt of the administrative decision. Such appeal must be filed with the Superintendent through Human Resources.

20.7 **Appeal Process**

20.7.1 A bargaining unit member receiving written notice, as outlined in Section 20.6.5.1, shall have the right to appeal the written administrative decision to Hearing Officer. The Association and the District will mutually select a hearing officer from the California State Conciliation Service or the American Arbitration Association.

20.7.2 If the bargaining unit member appeals the administrative decision, the penalty proposed shall not be implemented until the bargaining unit member has exhausted his/her rights (except when an emergency suspension is warranted). A bargaining unit member may be relieved of duties without loss of pay at the option of the District.

20.7.3 If the appeal is heard by a Hearing Officer, a proposed decision shall be prepared in such form that it may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board. A copy shall also be furnished to each party within ten (10) days after the proposed decision is filed by the Board. The Board may:

20.7.3.1 Adopt the proposed decision in its entirety.

20.7.3.2 Reduce the personnel action set forth therein and adopt the balance of the proposed decision.

20.7.3.3 Reject a proposed reduction in penalty, approve the penalty sought by the initiating party or any lesser penalty, and adopt the balance of the proposed decision; or

20.7.3.4 Reject the proposed decision in its entirety.

20.7.3.5 The cost of the appeal (hearing officer) will be shared between the District and the Association.

20.7.4 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript with or without the taking of additional evidence, or refer the case to a Hearing Officer to take additional evidence. If the case is so assigned to a hearing officer, s/he shall prepare a proposed decision as provided in Section 20.7 upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party within ten (10) days after the decision is filed by the Board.

20.7.5 In arriving at a decision or a proposed decision on the propriety of the proposed penalty, the Hearing Officer may consider the records of any prior personnel action proceedings against any bargaining unit member in which a personnel action was ultimately sustained and any records

contained in the bargaining unit member's personnel file if such records were introduced into evidence at the hearing.

20.7.6 The decision of the Board shall be in writing and shall contain findings of fact the personnel action approved, if any. The findings may be stated in the language of the pleadings or by reference thereto. The decision of the Board shall be delivered to the initiating party from whose recommendation the appeal is taken and shall forthwith be enforced and followed by him/her. A copy of the decision shall be delivered to the appellant or his/ her designated representative personally or by registered or certified mail, return receipt requested. The decision of the Board shall be final.

20.8 **Duration of Suspension**. Any suspensions invoked under these rules against any one person in the classified service for one or more periods shall not total more than ninety (90) calendar days in any twelve (12) month period.

20.9 **Special Leave of Absence Pending Disposition of Criminal Charges**. The District shall comply with Education, Penal Code, and Health and Safety Code provisions concerning mandatory and optional leaves of absence upon filing and pending disposition of criminal charges against a bargaining unit member of the District. Such provisions shall control to the extent that they may differ with this subsection. The District may immediately place the bargaining unit member on a compulsory leave of absence for a period of time extending for not more than thirty (30) days after the date of entry of the judgment in the proceedings. A bargaining unit member so placed on leave of absence shall continue to be paid his/her regular salary during the period of leave of absence if and during such time s/he furnishes to the District a suitable bond, or other security acceptable to the District, as a guarantee that the bargaining unit member will repay to the District the amount of salary so paid to him/her during the period of the leave of absence in case the bargaining unit member is convicted of such charges or s/he does not return to service after such period of leave of absence. If the judgment determines that the bargaining unit member is not guilty of such charges, or if the complaint, information or indictment is dismissed, the District shall reimburse the bargaining unit member for the cost of the bond; or if the bargaining unit member has not elected to furnish such bond, the District shall pay to the bargaining unit member his/her full compensation, less deductions for outside income earned during the period of the leave of absence, upon his/her return to service in the District.

20.9.1 Any bargaining unit member who has been placed on leave of absence by the District pursuant to the above paragraph may be suspended without pay by the Superintendent or designee at any time prior to or subsequent to the termination of the leave of absence ordered by the Board pursuant to a recommendation by the Superintendent or designee that said bargaining unit member be dismissed from employment on grounds which include the incident upon which criminal charges were based.

20.9.2 The provisions of this Section shall be applicable to any bargaining unit member against whom criminal charges defined in Section 20.8 are

pending and upon which no judgment, dismissal or other disposition has been rendered as of the date of adoption of these regulations, for the purpose of ordering a leave of absence which commences after the date of adoption of this regulation, and to any bargaining unit member, against whom such criminal charges are in the manner prescribed by said section after the adoption of this Section.

20.10 **Emergency Suspension**.- The Association and the District recognize that emergency situations can occur involving the health and welfare of students or bargaining unit members. If the bargaining unit member's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow bargaining unit members, the District may immediately suspend with pay the bargaining unit member for up to thirty (30) days. No suspension without pay shall take effect until five (5) working days after service of a notice of suspension. During the five (5) days, the District shall serve notice and the statement of facts upon the bargaining unit member, who shall be entitled to respond to the factual contentions supporting the emergency at Step IV of the grievance procedure.

ARTICLE XXI

JOB DESCRIPTIONS

21.1 Each occupational position covered by this Agreement shall have a complete written job description, including all necessary qualifications for the position, and made available to the Association.

21.2 Job descriptions shall be available to bargaining unit members on request.

ARTICLE XXII

BOARD RIGHTS

22.1 **Recognition of the Board**. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board or its designees through provisions of the Educational Employment Relations Act. The Association further agrees that it, its members and agents, shall not attempt to negotiate privately or individually with any Board member or manager of the District.

22.2 **Board Rights**. The Board, on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitutions of the State of California and of the United States, except for those powers, rights, authority, duties, and responsibilities which are abridged by this contract, rulings of the Public Employment Relations Board, or courts of competent jurisdiction.

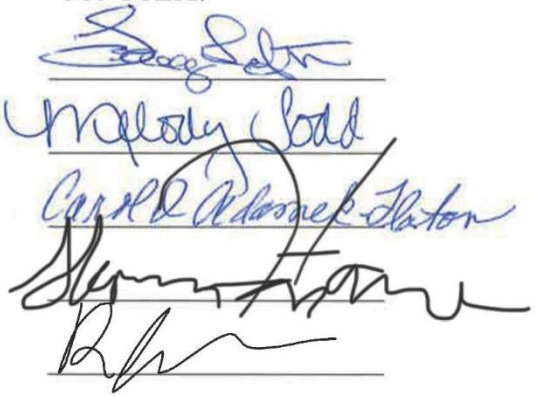
ARTICLE XXIII

DURATION

23.1 **Length of Agreement**: The term of the Agreement shall be from July 1, 2020 through June 30, 2023. For the second and third year (2021/2022 and 2022/2023) of this Agreement, the parties agree to reopen on wages and Article 10.1 "Coverage", plus two (2) non-economic Articles by either party.

Agreed on June 14, 2021.

For CSEA:



For the District:



APPENDIX A

SALARY INFORMATION SCHEDULE

CLASSIFICATION TITLE Office, Technical, Business Service Unit (OTBS)	SALARY RANGE	WORK DAY	WORK YEAR
Academic & Event Specialist	16.0	8	12
Accountant	18.0	8	12
Accountant Assistant	10.5	8	12
Administrative Assistant	13.5	8	12
Assessment Specialist	18.0	8	12
Assessment Technician	6.0	8	9.5, 10, 12
Benefits/Insurance Technician	17.0	8	12
Bus Monitor	6.5		9.5
CDC Secretary	10.0	8	12
Certification Specialist	17.0	8	12
Child Nutrition Cashier	7.5	8	9.5
Child Welfare & Attendance Liaison	14.0	8	12
Community Liaison	6.5	8	9.5, 10
Database Administrator	24	8	12
Database Technician	19.5	8	10
Data Processing and Support Technician	10.5	8	11
Data Research Technician	16.0	8	12
District Operator/Receptionist	8.5	8	12
Executive Assistant	17.5	8	12
Health Assistant	6.5	8	9.5
Human Resources Assistant	12.0	8	12
Information Technology and Data Analyst	18.0		12
IT – Help Desk Support	16.0	8	12
Lead Tech Support Specialist	18.0	8	12
Library Technician	11.0		12
Management Information System Technician	17.0	8	12
Migrant Education Statistical Liaison	10	8	10
Network Technician	17.0	8	12
Office Assistant I	7.0	8	10, 11, 12
Office Assistant II	8.0	8	10, 11, 12
Office Assistant III	9.5	8	12
Payroll Technician	16	8	12
Printing Technician I	12.0	8	12
Printing Technician II	15.0	8	12
Program Advocate – Migrant Education	10	8	9.5
Programmer Analyst	22.0	8	12
Reader Assistant	8.0	8	10
School Administrative Assistant	13.5	8	10
School Office Assistant	8.0	8	9.5, 10
Secretary	11.0	8	11, 12
Senior Accountant	22.0	8	12

Senior Accounting Assistant	13.0	8	12
Senior Programmer Analyst	24.0	8	12
Sign Language Interpreter	8.0	8	9.5
Specialized Health Assistant	10	8	9.5
Staff Assistant	12.0	8	10, 11, 12
Substitute Assignment Assistant	12.0	8	10, 11, 12
Tech Support Specialist	17.0	8	10, 11, 12
Translator	10.5	8	10, 11, 12
Translator Technician	16	8	10, 11, 12
Paraeducator Unit (Aides)			
Autistic Intervention Assistant	12	8	10
Campus Paraeducator	5.5	8	9.5
Infant Care Paraeducator	5.5	8	9.5
Library and Learning Center Assistant	8.5	8	9.5
Paraeducator	6.5	8	9.5, 12
Paraeducator – Bilingual	6.5	8	7, 9.5
Paraeducator – Computer Assisted Instruction	8.0	8	9.5
Paraeducator Special Education I	7.0	8	9.5
Paraeducator Special Education II	8.0	8	9.5

1

APPENDIX B

WORK YEAR SCHEDULE

EMPLOYEE'S CATEGORY	MONTHS WORKED	DAYS WORKED	75% OF WORK YEAR
Classes designed on Salary Information Schedule (except "Paraeducator" classes)	9-1/2	180	135
Paraeducator/OTBS Health Assistant, Paraeducator, Library Assistant, Campus Paraeducator, Paraeducator-Bilingual, Sign Language-Interpreter, Paraeducator-Computer Assisted Instruction, Community Liaison, Paraeducator Special Education (in-service day)	9-1/2	181	136
Classes designated on Salary Information Schedule	10	192	144
Classes designated on Salary Information Schedule School administrative Assistants	10	196	147
Classes designated on Salary Information Schedule	11	213	160
Child Development and Latchkey Center Bargaining unit members	12	233	175
Other classes designated on Salary Information Schedule	12	233	175

Days shown under "Days Worked" column do not include paid holidays or vacation days.

The work period for the above-listed Work Year Schedule is as follows: Classes designated as 9-½ months work the first day of school through the last day of school.

The work period for school clerical classes designated as 10 months fluctuates yearly in accordance with available calendar workdays.

Association leaders and Human Resources will meet and determine start date for School Administrative Assistants/clerical no later than July 30th. Bargaining unit members will be notified by Human Resources of the agreed-upon calendar

Classes designated as 11-month work August 1st through June 30th.
Classes designated as 12-month work July 1st through June 30th.

APPENDIX C

SALARY SCHEDULE

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
CSEA
2018-19 (3%)

Board Approved: November 14, 2019
Effective: July 1, 2018

		01	02	03	04	05	06	09	12	15	18	21
1.0	ANN	$ 31,118.71	$ 32,167.65	$ 33,216.60	$ 34,373.13	$ 35,583.45	$ 36,982.04	$ 39,106.83	$ 41,124.03	$ 43,248.82	$ 45,346.71	$ 47,471.49
	MO	$ 2,593.23	$ 2,680.64	$ 2,768.05	$ 2,864.43	$ 2,965.29	$ 3,081.84	$ 3,258.90	$ 3,427.00	$ 3,604.07	$ 3,778.89	$ 3,955.96
	DAY	$ 119.23	$ 123.25	$ 127.27	$ 131.70	$ 136.34	$ 141.69	$ 149.83	$ 157.56	$ 165.70	$ 173.74	$ 181.88
	HRS	$ 14.90	$ 15.41	$ 15.91	$ 16.46	$ 17.04	$ 17.71	$ 18.73	$ 19.70	$ 20.71	$ 21.72	$ 22.74
1.5	ANN	$ 31,791.11	$ 32,786.26	$ 33,942.79	$ 34,884.15	$ 36,148.26	$ 37,573.75	$ 39,644.75	$ 41,769.53	$ 43,813.63	$ 45,992.21	$ 48,197.69
	MO	$ 2,649.26	$ 2,732.19	$ 2,828.57	$ 2,907.01	$ 3,012.36	$ 3,131.15	$ 3,303.73	$ 3,480.79	$ 3,651.14	$ 3,832.68	$ 4,016.47
	DAY	$ 121.81	$ 125.62	$ 130.05	$ 133.66	$ 138.50	$ 143.96	$ 151.90	$ 160.04	$ 167.87	$ 176.22	$ 184.67
	HRS	$ 15.23	$ 15.70	$ 16.26	$ 16.71	$ 17.31	$ 18.00	$ 18.99	$ 20.00	$ 20.98	$ 22.03	$ 23.08
2.0	ANN	$ 32,167.65	$ 33,216.60	$ 34,373.13	$ 35,583.45	$ 36,982.04	$ 38,219.26	$ 40,263.36	$ 42,415.04	$ 44,459.14	$ 46,664.61	$ 48,816.29
	MO	$ 2,680.64	$ 2,768.05	$ 2,864.43	$ 2,965.29	$ 3,081.84	$ 3,184.94	$ 3,355.28	$ 3,534.59	$ 3,704.93	$ 3,888.72	$ 4,068.02
	DAY	$ 123.25	$ 127.27	$ 131.70	$ 136.34	$ 141.69	$ 146.43	$ 154.27	$ 162.51	$ 170.34	$ 178.79	$ 187.04
	HRS	$ 15.41	$ 15.91	$ 16.46	$ 17.04	$ 17.71	$ 18.30	$ 19.28	$ 20.31	$ 21.29	$ 22.35	$ 23.38
2.5	ANN	$ 32,786.26	$ 33,942.79	$ 34,884.15	$ 36,148.26	$ 37,573.75	$ 38,945.45	$ 41,043.34	$ 43,168.13	$ 45,266.02	$ 47,337.01	$ 49,408.01
	MO	$ 2,732.19	$ 2,828.57	$ 2,907.01	$ 3,012.36	$ 3,131.15	$ 3,245.45	$ 3,420.28	$ 3,597.34	$ 3,772.17	$ 3,944.75	$ 4,117.33
	DAY	$ 125.62	$ 130.05	$ 133.66	$ 138.50	$ 143.96	$ 149.22	$ 157.25	$ 165.40	$ 173.43	$ 181.37	$ 189.30
	HRS	$ 15.70	$ 16.26	$ 16.71	$ 17.31	$ 18.00	$ 18.65	$ 19.66	$ 20.67	$ 21.68	$ 22.67	$ 23.66
3.0	ANN	$ 33,216.60	$ 34,373.13	$ 35,583.45	$ 36,982.04	$ 38,219.26	$ 39,617.85	$ 41,688.85	$ 43,786.74	$ 45,830.83	$ 47,982.52	$ 50,107.30
	MO	$ 2,768.05	$ 2,864.43	$ 2,965.29	$ 3,081.84	$ 3,184.94	$ 3,301.49	$ 3,474.07	$ 3,648.89	$ 3,819.24	$ 3,998.54	$ 4,175.61
	DAY	$ 127.27	$ 131.70	$ 136.34	$ 141.69	$ 146.43	$ 151.79	$ 159.73	$ 167.77	$ 175.60	$ 183.84	$ 191.98
	HRS	$ 15.91	$ 16.46	$ 17.04	$ 17.71	$ 18.30	$ 18.97	$ 19.97	$ 20.97	$ 21.95	$ 22.98	$ 24.00
3.5	ANN	$ 33,942.79	$ 34,884.15	$ 36,148.26	$ 37,573.75	$ 38,945.45	$ 40,317.15	$ 42,441.94	$ 44,539.83	$ 46,691.51	$ 48,816.29	$ 50,914.18
	MO	$ 2,828.57	$ 2,907.01	$ 3,012.36	$ 3,131.15	$ 3,245.45	$ 3,359.76	$ 3,536.83	$ 3,711.65	$ 3,890.96	$ 4,068.02	$ 4,242.85
	DAY	$ 130.05	$ 133.66	$ 138.50	$ 143.96	$ 149.22	$ 154.47	$ 162.61	$ 170.65	$ 178.89	$ 187.04	$ 195.07
	HRS	$ 16.26	$ 16.71	$ 17.31	$ 18.00	$ 18.65	$ 19.31	$ 20.33	$ 21.33	$ 22.36	$ 23.38	$ 24.38
4.0	ANN	$ 34,373.13	$ 35,583.45	$ 36,982.04	$ 38,219.26	$ 39,617.85	$ 41,043.34	$ 43,168.13	$ 45,266.02	$ 47,337.01	$ 49,408.01	$ 51,505.90
	MO	$ 2,864.43	$ 2,965.29	$ 3,081.84	$ 3,184.94	$ 3,301.49	$ 3,420.28	$ 3,597.34	$ 3,772.17	$ 3,944.75	$ 4,117.33	$ 4,292.16
	DAY	$ 131.70	$ 136.34	$ 141.69	$ 146.43	$ 151.79	$ 157.25	$ 165.40	$ 173.43	$ 181.37	$ 189.30	$ 197.34
	HRS	$ 16.46	$ 17.04	$ 17.71	$ 18.30	$ 18.97	$ 19.66	$ 20.67	$ 21.68	$ 22.67	$ 23.66	$ 24.67
4.5	ANN	$ 34,884.15	$ 36,148.26	$ 37,573.75	$ 38,945.45	$ 40,317.15	$ 41,769.53	$ 43,813.63	$ 45,992.21	$ 47,982.52	$ 50,107.30	$ 52,232.09
	MO	$ 2,907.01	$ 3,012.36	$ 3,131.15	$ 3,245.45	$ 3,359.76	$ 3,480.79	$ 3,651.14	$ 3,832.68	$ 3,998.54	$ 4,175.61	$ 4,352.67
	DAY	$ 133.66	$ 138.50	$ 143.96	$ 149.22	$ 154.47	$ 160.04	$ 167.87	$ 176.22	$ 183.84	$ 191.98	$ 200.12
	HRS	$ 16.71	$ 17.31	$ 18.00	$ 18.65	$ 19.31	$ 20.00	$ 20.98	$ 22.03	$ 22.98	$ 24.00	$ 25.02

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
CSEA
2018-19 (3%)

Board Approved: November 14, 2019
Effective: July 1, 2018

		01	02	03	04	05	06	09	12	15	18	21
5.0	ANN	$ 35,583.45	$ 36,982.04	$ 38,219.26	$ 39,617.85	$ 41,043.34	$ 42,603.31	$ 44,701.20	$ 46,799.09	$ 48,896.98	$ 51,021.77	$ 53,146.55
	MO	$ 2,965.29	$ 3,081.84	$ 3,184.94	$ 3,301.49	$ 3,420.28	$ 3,550.28	$ 3,725.10	$ 3,899.92	$ 4,074.75	$ 4,251.81	$ 4,428.88
	DAY	$ 136.34	$ 141.69	$ 146.43	$ 151.79	$ 157.25	$ 163.23	$ 171.27	$ 179.31	$ 187.34	$ 195.49	$ 203.63
	HRS	$ 17.04	$ 17.71	$ 18.30	$ 18.97	$ 19.66	$ 20.40	$ 21.41	$ 22.41	$ 23.42	$ 24.44	$ 25.45
5.5	ANN	$ 36,148.26	$ 37,573.75	$ 38,945.45	$ 40,317.15	$ 41,769.53	$ 43,329.50	$ 45,481.19	$ 47,552.18	$ 49,650.07	$ 51,801.75	$ 53,926.54
	MO	$ 3,012.36	$ 3,131.15	$ 3,245.45	$ 3,359.76	$ 3,480.79	$ 3,610.79	$ 3,790.10	$ 3,962.68	$ 4,137.51	$ 4,316.81	$ 4,493.88
	DAY	$ 138.50	$ 143.96	$ 149.22	$ 154.47	$ 160.04	$ 166.01	$ 174.26	$ 182.19	$ 190.23	$ 198.47	$ 206.62
	HRS	$ 17.31	$ 18.00	$ 18.65	$ 19.31	$ 20.00	$ 20.75	$ 21.78	$ 22.77	$ 23.78	$ 24.81	$ 25.83
6.0	ANN	$ 36,982.04	$ 38,219.26	$ 39,617.85	$ 41,043.34	$ 42,603.31	$ 44,297.76	$ 46,314.96	$ 48,493.54	$ 50,537.64	$ 52,689.32	$ 54,841.00
	MO	$ 3,081.84	$ 3,184.94	$ 3,301.49	$ 3,420.28	$ 3,550.28	$ 3,691.48	$ 3,859.58	$ 4,041.13	$ 4,211.47	$ 4,390.78	$ 4,570.08
	DAY	$ 141.69	$ 146.43	$ 151.79	$ 157.25	$ 163.23	$ 169.72	$ 177.45	$ 185.80	$ 193.63	$ 201.87	$ 210.12
	HRS	$ 17.71	$ 18.30	$ 18.97	$ 19.66	$ 20.40	$ 21.22	$ 22.18	$ 23.22	$ 24.20	$ 25.23	$ 26.26
6.5	ANN	$ 37,573.75	$ 38,945.45	$ 40,317.15	$ 41,769.53	$ 43,329.50	$ 44,943.27	$ 47,041.16	$ 49,139.05	$ 51,263.83	$ 53,442.41	$ 55,567.20
	MO	$ 3,131.15	$ 3,245.45	$ 3,359.76	$ 3,480.79	$ 3,610.79	$ 3,745.27	$ 3,920.10	$ 4,094.92	$ 4,271.99	$ 4,453.53	$ 4,630.60
	DAY	$ 143.96	$ 149.22	$ 154.47	$ 160.04	$ 166.01	$ 172.20	$ 180.23	$ 188.27	$ 196.41	$ 204.76	$ 212.90
	HRS	$ 18.00	$ 18.65	$ 19.31	$ 20.00	$ 20.75	$ 21.52	$ 22.53	$ 23.53	$ 24.55	$ 25.60	$ 26.61
7.0	ANN	$ 38,219.26	$ 39,617.85	$ 41,043.34	$ 42,603.31	$ 44,297.76	$ 45,830.83	$ 47,982.52	$ 50,080.41	$ 52,151.40	$ 54,303.08	$ 56,454.77
	MO	$ 3,184.94	$ 3,301.49	$ 3,420.28	$ 3,550.28	$ 3,691.48	$ 3,819.24	$ 3,998.54	$ 4,173.37	$ 4,345.95	$ 4,525.26	$ 4,704.56
	DAY	$ 146.43	$ 151.79	$ 157.25	$ 163.23	$ 169.72	$ 175.60	$ 183.84	$ 191.88	$ 199.81	$ 208.06	$ 216.30
	HRS	$ 18.30	$ 18.97	$ 19.66	$ 20.40	$ 21.22	$ 21.95	$ 22.98	$ 23.98	$ 24.98	$ 26.01	$ 27.04
7.5	ANN	$ 38,945.45	$ 40,317.15	$ 41,769.53	$ 43,329.50	$ 44,943.27	$ 46,772.20	$ 48,816.29	$ 50,941.08	$ 53,038.97	$ 55,109.97	$ 57,180.96
	MO	$ 3,245.45	$ 3,359.76	$ 3,480.79	$ 3,610.79	$ 3,745.27	$ 3,897.68	$ 4,068.02	$ 4,245.09	$ 4,419.91	$ 4,592.50	$ 4,765.08
	DAY	$ 149.22	$ 154.47	$ 160.04	$ 166.01	$ 172.20	$ 179.20	$ 187.04	$ 195.18	$ 203.21	$ 211.15	$ 219.08
	HRS	$ 18.65	$ 19.31	$ 20.00	$ 20.75	$ 21.52	$ 22.40	$ 23.38	$ 24.40	$ 25.40	$ 26.39	$ 27.39
8.0	ANN	$ 39,617.85	$ 41,043.34	$ 42,603.31	$ 44,297.76	$ 45,830.83	$ 47,740.45	$ 49,811.45	$ 51,963.13	$ 54,034.12	$ 56,158.91	$ 58,283.70
	MO	$ 3,301.49	$ 3,420.28	$ 3,550.28	$ 3,691.48	$ 3,819.24	$ 3,978.37	$ 4,150.95	$ 4,330.26	$ 4,502.84	$ 4,679.91	$ 4,856.97
	DAY	$ 151.79	$ 157.25	$ 163.23	$ 169.72	$ 175.60	$ 182.91	$ 190.85	$ 199.09	$ 207.03	$ 215.17	$ 223.31
	HRS	$ 18.97	$ 19.66	$ 20.40	$ 21.22	$ 21.95	$ 22.86	$ 23.86	$ 24.89	$ 25.88	$ 26.90	$ 27.91
8.5	ANN	$ 40,317.15	$ 41,769.53	$ 43,329.50	$ 44,943.27	$ 46,772.20	$ 48,493.54	$ 50,537.64	$ 52,689.32	$ 54,760.32	$ 56,885.10	$ 59,009.89
	MO	$ 3,359.76	$ 3,480.79	$ 3,610.79	$ 3,745.27	$ 3,897.68	$ 4,041.13	$ 4,211.47	$ 4,390.78	$ 4,563.36	$ 4,740.43	$ 4,917.49
	DAY	$ 154.47	$ 160.04	$ 166.01	$ 172.20	$ 179.20	$ 185.80	$ 193.63	$ 201.87	$ 209.81	$ 217.95	$ 226.09
	HRS	$ 19.31	$ 20.00	$ 20.75	$ 21.52	$ 22.40	$ 23.22	$ 24.20	$ 25.23	$ 26.23	$ 27.24	$ 28.26

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
CSEA
2018-19 (3%)

Board Approved: November 14, 2019
Effective: July 1, 2018

		01	02	03	04	05	06	09	12	15	18	21
9.0	ANN	$ 41,043.34	$ 42,603.31	$ 44,297.76	$ 45,830.83	$ 47,740.45	$ 49,569.38	$ 51,667.27	$ 53,792.06	$ 55,943.74	$ 58,041.63	$ 60,058.83
	MO	$ 3,420.28	$ 3,550.28	$ 3,691.48	$ 3,819.24	$ 3,978.37	$ 4,130.78	$ 4,305.61	$ 4,482.67	$ 4,661.98	$ 4,836.80	$ 5,004.90
	DAY	$ 157.25	$ 163.23	$ 169.72	$ 175.60	$ 182.91	$ 189.92	$ 197.96	$ 206.10	$ 214.34	$ 222.38	$ 230.11
	HRS	$ 19.66	$ 20.40	$ 21.22	$ 21.95	$ 22.86	$ 23.74	$ 24.74	$ 25.76	$ 26.79	$ 27.80	$ 28.76
9.5	ANN	$ 41,769.53	$ 43,329.50	$ 44,943.27	$ 46,772.20	$ 48,493.54	$ 50,456.95	$ 52,581.74	$ 54,652.73	$ 56,804.41	$ 58,902.31	$ 60,946.40
	MO	$ 3,480.79	$ 3,610.79	$ 3,745.27	$ 3,897.68	$ 4,041.13	$ 4,204.75	$ 4,381.81	$ 4,554.39	$ 4,733.70	$ 4,908.53	$ 5,078.87
	DAY	$ 160.04	$ 166.01	$ 172.20	$ 179.20	$ 185.80	$ 193.32	$ 201.46	$ 209.40	$ 217.64	$ 225.68	$ 233.51
	HRS	$ 20.00	$ 20.75	$ 21.52	$ 22.40	$ 23.22	$ 24.17	$ 25.18	$ 26.17	$ 27.21	$ 28.21	$ 29.19
10.0	ANN	$ 42,603.31	$ 44,297.76	$ 45,830.83	$ 47,740.45	$ 49,569.38	$ 51,532.79	$ 53,630.68	$ 55,782.37	$ 57,853.36	$ 59,951.25	$ 62,049.14
	MO	$ 3,550.28	$ 3,691.48	$ 3,819.24	$ 3,978.37	$ 4,130.78	$ 4,294.40	$ 4,469.22	$ 4,648.53	$ 4,821.11	$ 4,995.94	$ 5,170.76
	DAY	$ 163.23	$ 169.72	$ 175.60	$ 182.91	$ 189.92	$ 197.44	$ 205.48	$ 213.73	$ 221.66	$ 229.70	$ 237.74
	HRS	$ 20.40	$ 21.22	$ 21.95	$ 22.86	$ 23.74	$ 24.68	$ 25.69	$ 26.72	$ 27.71	$ 28.71	$ 29.72
10.5	ANN	$ 43,329.50	$ 44,943.27	$ 46,772.20	$ 48,493.54	$ 50,456.95	$ 52,447.26	$ 54,598.94	$ 56,723.73	$ 58,821.62	$ 60,919.51	$ 63,044.29
	MO	$ 3,610.79	$ 3,745.27	$ 3,897.68	$ 4,041.13	$ 4,204.75	$ 4,370.60	$ 4,549.91	$ 4,726.98	$ 4,901.80	$ 5,076.63	$ 5,253.69
	DAY	$ 166.01	$ 172.20	$ 179.20	$ 185.80	$ 193.32	$ 200.95	$ 209.19	$ 217.33	$ 225.37	$ 233.41	$ 241.55
	HRS	$ 20.75	$ 21.52	$ 22.40	$ 23.22	$ 24.17	$ 25.12	$ 26.15	$ 27.17	$ 28.17	$ 29.18	$ 30.19
11.0	ANN	$ 44,297.76	$ 45,830.83	$ 47,740.45	$ 49,569.38	$ 51,532.79	$ 53,603.79	$ 55,755.47	$ 57,826.46	$ 59,951.25	$ 62,049.14	$ 64,173.93
	MO	$ 3,691.48	$ 3,819.24	$ 3,978.37	$ 4,130.78	$ 4,294.40	$ 4,466.98	$ 4,646.29	$ 4,818.87	$ 4,995.94	$ 5,170.76	$ 5,347.83
	DAY	$ 169.72	$ 175.60	$ 182.91	$ 189.92	$ 197.44	$ 205.38	$ 213.62	$ 221.56	$ 229.70	$ 237.74	$ 245.88
	HRS	$ 21.22	$ 21.95	$ 22.86	$ 23.74	$ 24.68	$ 25.67	$ 26.70	$ 27.69	$ 28.71	$ 29.72	$ 30.73
11.5	ANN	$ 44,943.27	$ 46,772.20	$ 48,493.54	$ 50,456.95	$ 52,447.26	$ 54,598.94	$ 56,723.73	$ 58,821.62	$ 60,919.51	$ 62,990.50	$ 65,061.50
	MO	$ 3,745.27	$ 3,897.68	$ 4,041.13	$ 4,204.75	$ 4,370.60	$ 4,549.91	$ 4,726.98	$ 4,901.80	$ 5,076.63	$ 5,249.21	$ 5,421.79
	DAY	$ 172.20	$ 179.20	$ 185.80	$ 193.32	$ 200.95	$ 209.19	$ 217.33	$ 225.37	$ 233.41	$ 241.34	$ 249.28
	HRS	$ 21.52	$ 22.40	$ 23.22	$ 24.17	$ 25.12	$ 26.15	$ 27.17	$ 28.17	$ 29.18	$ 30.17	$ 31.16
12.0	ANN	$ 45,830.83	$ 47,740.45	$ 49,569.38	$ 51,532.79	$ 53,603.79	$ 55,755.47	$ 57,826.46	$ 59,951.25	$ 62,049.14	$ 64,120.14	$ 66,137.34
	MO	$ 3,819.24	$ 3,978.37	$ 4,130.78	$ 4,294.40	$ 4,466.98	$ 4,646.29	$ 4,818.87	$ 4,995.94	$ 5,170.76	$ 5,343.34	$ 5,511.44
	DAY	$ 175.60	$ 182.91	$ 189.92	$ 197.44	$ 205.38	$ 213.62	$ 221.56	$ 229.70	$ 237.74	$ 245.67	$ 253.40
	HRS	$ 21.95	$ 22.86	$ 23.74	$ 24.68	$ 25.67	$ 26.70	$ 27.69	$ 28.71	$ 29.72	$ 30.71	$ 31.67
12.5	ANN	$ 46,772.20	$ 48,493.54	$ 50,456.95	$ 52,447.26	$ 54,598.94	$ 56,858.21	$ 58,929.20	$ 61,027.09	$ 63,178.77	$ 65,276.66	$ 67,401.45
	MO	$ 3,897.68	$ 4,041.13	$ 4,204.75	$ 4,370.60	$ 4,549.91	$ 4,738.18	$ 4,910.77	$ 5,085.59	$ 5,264.90	$ 5,439.72	$ 5,616.79
	DAY	$ 179.20	$ 185.80	$ 193.32	$ 200.95	$ 209.19	$ 217.85	$ 225.78	$ 233.82	$ 242.06	$ 250.10	$ 258.24
	HRS	$ 22.40	$ 23.22	$ 24.17	$ 25.12	$ 26.15	$ 27.23	$ 28.22	$ 29.23	$ 30.26	$ 31.26	$ 32.28

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
CSEA
2018-19 (3%)

Board Approved: November 14, 2019
Effective: July 1, 2018

		01	02	03	04	05	06	09	12	15	18	21
13.0	ANN	$ 47,740.45	$ 49,569.38	$ 51,532.79	$ 53,603.79	$ 55,755.47	$ 58,095.42	$ 60,166.42	$ 62,291.21	$ 64,389.10	$ 66,513.88	$ 68,557.98
	MO	$ 3,978.37	$ 4,130.78	$ 4,294.40	$ 4,466.98	$ 4,646.29	$ 4,841.29	$ 5,013.87	$ 5,190.93	$ 5,365.76	$ 5,542.82	$ 5,713.17
	DAY	$ 182.91	$ 189.92	$ 197.44	$ 205.38	$ 213.62	$ 222.59	$ 230.52	$ 238.66	$ 246.70	$ 254.84	$ 262.67
	HRS	$ 22.86	$ 23.74	$ 24.68	$ 25.67	$ 26.70	$ 27.82	$ 28.82	$ 29.83	$ 30.84	$ 31.86	$ 32.83
13.5	ANN	$ 48,493.54	$ 50,456.95	$ 52,447.26	$ 54,598.94	$ 56,858.21	$ 59,144.37	$ 61,269.16	$ 63,393.94	$ 65,464.94	$ 67,535.93	$ 69,633.82
	MO	$ 4,041.13	$ 4,204.75	$ 4,370.60	$ 4,549.91	$ 4,738.18	$ 4,928.70	$ 5,105.76	$ 5,282.83	$ 5,455.41	$ 5,627.99	$ 5,802.82
	DAY	$ 185.80	$ 193.32	$ 200.95	$ 209.19	$ 217.85	$ 226.61	$ 234.75	$ 242.89	$ 250.82	$ 258.76	$ 266.80
	HRS	$ 23.22	$ 24.17	$ 25.12	$ 26.15	$ 27.23	$ 28.33	$ 29.34	$ 30.36	$ 31.35	$ 32.34	$ 33.35
14.0	ANN	$ 49,569.38	$ 51,532.79	$ 53,603.79	$ 55,755.47	$ 58,095.42	$ 60,462.28	$ 62,506.37	$ 64,604.26	$ 66,782.84	$ 68,907.63	$ 71,032.41
	MO	$ 4,130.78	$ 4,294.40	$ 4,466.98	$ 4,646.29	$ 4,841.29	$ 5,038.52	$ 5,208.86	$ 5,383.69	$ 5,565.24	$ 5,742.30	$ 5,919.37
	DAY	$ 189.92	$ 197.44	$ 205.38	$ 213.62	$ 222.59	$ 231.66	$ 239.49	$ 247.53	$ 255.87	$ 264.01	$ 272.15
	HRS	$ 23.74	$ 24.68	$ 25.67	$ 26.70	$ 27.82	$ 28.96	$ 29.94	$ 30.94	$ 31.98	$ 33.00	$ 34.02
14.5	ANN	$ 50,456.95	$ 52,447.26	$ 54,598.94	$ 56,858.21	$ 59,144.37	$ 61,538.12	$ 63,716.69	$ 65,760.79	$ 67,912.48	$ 69,956.57	$ 72,027.57
	MO	$ 4,204.75	$ 4,370.60	$ 4,549.91	$ 4,738.18	$ 4,928.70	$ 5,128.18	$ 5,309.72	$ 5,480.07	$ 5,659.37	$ 5,829.71	$ 6,002.30
	DAY	$ 193.32	$ 200.95	$ 209.19	$ 217.85	$ 226.61	$ 235.78	$ 244.13	$ 251.96	$ 260.20	$ 268.03	$ 275.97
	HRS	$ 24.17	$ 25.12	$ 26.15	$ 27.23	$ 28.33	$ 29.47	$ 30.52	$ 31.49	$ 32.53	$ 33.50	$ 34.50
15.0	ANN	$ 51,532.79	$ 53,603.79	$ 55,755.47	$ 58,095.42	$ 60,462.28	$ 62,936.71	$ 65,007.70	$ 67,051.80	$ 69,149.69	$ 71,328.27	$ 73,533.75
	MO	$ 4,294.40	$ 4,466.98	$ 4,646.29	$ 4,841.29	$ 5,038.52	$ 5,244.73	$ 5,417.31	$ 5,587.65	$ 5,762.47	$ 5,944.02	$ 6,127.81
	DAY	$ 197.44	$ 205.38	$ 213.62	$ 222.59	$ 231.66	$ 241.14	$ 249.07	$ 256.90	$ 264.94	$ 273.29	$ 281.74
	HRS	$ 24.68	$ 25.67	$ 26.70	$ 27.82	$ 28.96	$ 30.14	$ 31.13	$ 32.11	$ 33.12	$ 34.16	$ 35.22
15.5	ANN	$ 52,447.26	$ 54,598.94	$ 56,858.21	$ 59,144.37	$ 61,538.12	$ 64,120.14	$ 66,271.82	$ 68,396.60	$ 70,440.70	$ 72,592.38	$ 74,717.17
	MO	$ 4,370.60	$ 4,549.91	$ 4,738.18	$ 4,928.70	$ 5,128.18	$ 5,343.34	$ 5,522.65	$ 5,699.72	$ 5,870.06	$ 6,049.37	$ 6,226.43
	DAY	$ 200.95	$ 209.19	$ 217.85	$ 226.61	$ 235.78	$ 245.67	$ 253.92	$ 262.06	$ 269.89	$ 278.13	$ 286.27
	HRS	$ 25.12	$ 26.15	$ 27.23	$ 28.33	$ 29.47	$ 30.71	$ 31.74	$ 32.76	$ 33.74	$ 34.77	$ 35.78
16.0	ANN	$ 53,603.79	$ 55,755.47	$ 58,095.42	$ 60,462.28	$ 62,936.71	$ 65,491.83	$ 67,562.83	$ 69,660.72	$ 71,812.40	$ 73,883.39	$ 76,035.08
	MO	$ 4,466.98	$ 4,646.29	$ 4,841.29	$ 5,038.52	$ 5,244.73	$ 5,457.65	$ 5,630.24	$ 5,805.06	$ 5,984.37	$ 6,156.95	$ 6,336.26
	DAY	$ 205.38	$ 213.62	$ 222.59	$ 231.66	$ 241.14	$ 250.93	$ 258.86	$ 266.90	$ 275.14	$ 283.08	$ 291.32
	HRS	$ 25.67	$ 26.70	$ 27.82	$ 28.96	$ 30.14	$ 31.37	$ 32.36	$ 33.36	$ 34.39	$ 35.38	$ 36.42
16.5	ANN	$ 54,598.94	$ 56,858.21	$ 59,144.37	$ 61,538.12	$ 64,120.14	$ 66,782.84	$ 68,907.63	$ 70,978.62	$ 73,103.41	$ 75,174.40	$ 77,164.71
	MO	$ 4,549.91	$ 4,738.18	$ 4,928.70	$ 5,128.18	$ 5,343.34	$ 5,565.24	$ 5,742.30	$ 5,914.89	$ 6,091.95	$ 6,264.53	$ 6,430.39
	DAY	$ 209.19	$ 217.85	$ 226.61	$ 235.78	$ 245.67	$ 255.87	$ 264.01	$ 271.95	$ 280.09	$ 288.02	$ 295.65
	HRS	$ 26.15	$ 27.23	$ 28.33	$ 29.47	$ 30.71	$ 31.98	$ 33.00	$ 33.99	$ 35.01	$ 36.00	$ 36.96

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
CSEA
2018-19 (3%)

Board Approved: November 14, 2019
Effective: July 1, 2018

		01	02	03	04	05	06	09	12	15	18	21
17.0	ANN	$ 55,755.47	$ 58,095.42	$ 60,462.28	$ 62,936.71	$ 65,491.83	$ 68,315.92	$ 70,413.81	$ 72,511.70	$ 74,555.79	$ 76,653.68	$ 78,751.58
	MO	$ 4,646.29	$ 4,841.29	$ 5,038.52	$ 5,244.73	$ 5,457.65	$ 5,692.99	$ 5,867.82	$ 6,042.64	$ 6,212.98	$ 6,387.81	$ 6,562.63
	DAY	$ 213.62	$ 222.59	$ 231.66	$ 241.14	$ 250.93	$ 261.75	$ 269.78	$ 277.82	$ 285.65	$ 293.69	$ 301.73
	HRS	$ 26.70	$ 27.82	$ 28.96	$ 30.14	$ 31.37	$ 32.72	$ 33.72	$ 34.73	$ 35.71	$ 36.71	$ 37.72
17.5	ANN	$ 56,858.21	$ 59,144.37	$ 61,538.12	$ 64,120.14	$ 66,782.84	$ 69,553.13	$ 71,624.13	$ 73,802.71	$ 75,819.91	$ 77,944.69	$ 80,042.58
	MO	$ 4,738.18	$ 4,928.70	$ 5,128.18	$ 5,343.34	$ 5,565.24	$ 5,796.09	$ 5,968.68	$ 6,150.23	$ 6,318.33	$ 6,495.39	$ 6,670.22
	DAY	$ 217.85	$ 226.61	$ 235.78	$ 245.67	$ 255.87	$ 266.49	$ 274.42	$ 282.77	$ 290.50	$ 298.64	$ 306.68
	HRS	$ 27.23	$ 28.33	$ 29.47	$ 30.71	$ 31.98	$ 33.31	$ 34.30	$ 35.35	$ 36.31	$ 37.33	$ 38.33
18.0	ANN	$ 58,095.42	$ 60,462.28	$ 62,936.71	$ 65,491.83	$ 68,315.92	$ 71,301.38	$ 73,399.27	$ 75,497.16	$ 77,568.15	$ 79,746.73	$ 81,925.31
	MO	$ 4,841.29	$ 5,038.52	$ 5,244.73	$ 5,457.65	$ 5,692.99	$ 5,941.78	$ 6,116.61	$ 6,291.43	$ 6,464.01	$ 6,645.56	$ 6,827.11
	DAY	$ 222.59	$ 231.66	$ 241.14	$ 250.93	$ 261.75	$ 273.19	$ 281.22	$ 289.26	$ 297.20	$ 305.54	$ 313.89
	HRS	$ 27.82	$ 28.96	$ 30.14	$ 31.37	$ 32.72	$ 34.15	$ 35.15	$ 36.16	$ 37.15	$ 38.19	$ 39.24
18.5	ANN	$ 59,144.37	$ 61,538.12	$ 64,120.14	$ 66,782.84	$ 69,553.13	$ 72,592.38	$ 74,609.59	$ 76,788.17	$ 78,832.26	$ 80,957.05	$ 83,081.84
	MO	$ 4,928.70	$ 5,128.18	$ 5,343.34	$ 5,565.24	$ 5,796.09	$ 6,049.37	$ 6,217.47	$ 6,399.01	$ 6,569.36	$ 6,746.42	$ 6,923.49
	DAY	$ 226.61	$ 235.78	$ 245.67	$ 255.87	$ 266.49	$ 278.13	$ 285.86	$ 294.21	$ 302.04	$ 310.18	$ 318.32
	HRS	$ 28.33	$ 29.47	$ 30.71	$ 31.98	$ 33.31	$ 34.77	$ 35.73	$ 36.78	$ 37.75	$ 38.77	$ 39.79
19.0	ANN	$ 60,462.28	$ 62,936.71	$ 65,491.83	$ 68,315.92	$ 71,301.38	$ 74,313.73	$ 76,411.62	$ 78,455.72	$ 80,526.71	$ 82,651.50	$ 84,830.08
	MO	$ 5,038.52	$ 5,244.73	$ 5,457.65	$ 5,692.99	$ 5,941.78	$ 6,192.81	$ 6,367.64	$ 6,537.98	$ 6,710.56	$ 6,887.62	$ 7,069.17
	DAY	$ 231.66	$ 241.14	$ 250.93	$ 261.75	$ 273.19	$ 284.73	$ 292.76	$ 300.60	$ 308.53	$ 316.67	$ 325.02
	HRS	$ 28.96	$ 30.14	$ 31.37	$ 32.72	$ 34.15	$ 35.59	$ 36.60	$ 37.57	$ 38.57	$ 39.58	$ 40.63
19.5	ANN	$ 61,538.12	$ 64,120.14	$ 66,782.84	$ 69,553.13	$ 72,592.38	$ 75,739.22	$ 77,837.11	$ 79,908.10	$ 82,059.79	$ 84,103.89	$ 86,147.98
	MO	$ 5,128.18	$ 5,343.34	$ 5,565.24	$ 5,796.09	$ 6,049.37	$ 6,311.60	$ 6,486.43	$ 6,659.01	$ 6,838.32	$ 7,008.66	$ 7,179.00
	DAY	$ 235.78	$ 245.67	$ 255.87	$ 266.49	$ 278.13	$ 290.19	$ 298.23	$ 306.16	$ 314.41	$ 322.24	$ 330.07
	HRS	$ 29.47	$ 30.71	$ 31.98	$ 33.31	$ 34.77	$ 36.27	$ 37.28	$ 38.27	$ 39.30	$ 40.28	$ 41.26
20.0	ANN	$ 62,936.71	$ 65,491.83	$ 68,315.92	$ 71,301.38	$ 74,313.73	$ 77,487.46	$ 79,612.25	$ 81,763.93	$ 83,834.92	$ 85,932.82	$ 87,157.62
	MO	$ 5,244.73	$ 5,457.65	$ 5,692.99	$ 5,941.78	$ 6,192.81	$ 6,457.29	$ 6,634.35	$ 6,813.66	$ 6,986.24	$ 7,161.07	$ 7,263.13
	DAY	$ 241.14	$ 250.93	$ 261.75	$ 273.19	$ 284.73	$ 296.89	$ 305.03	$ 313.27	$ 321.21	$ 329.24	$ 333.94
	HRS	$ 30.14	$ 31.37	$ 32.72	$ 34.15	$ 35.59	$ 37.11	$ 38.13	$ 39.16	$ 40.15	$ 41.16	$ 41.74
20.5	ANN	$ 64,120.14	$ 66,782.84	$ 69,553.13	$ 72,592.38	$ 75,739.22	$ 78,993.64	$ 81,010.84	$ 83,162.52	$ 85,233.52	$ 87,438.99	$ 89,563.78
	MO	$ 5,343.34	$ 5,565.24	$ 5,796.09	$ 6,049.37	$ 6,311.60	$ 6,582.80	$ 6,750.90	$ 6,930.21	$ 7,102.79	$ 7,286.58	$ 7,463.65
	DAY	$ 245.67	$ 255.87	$ 266.49	$ 278.13	$ 290.19	$ 302.66	$ 310.39	$ 318.63	$ 326.57	$ 335.02	$ 343.16
	HRS	$ 30.71	$ 31.98	$ 33.31	$ 34.77	$ 36.27	$ 37.83	$ 38.80	$ 39.83	$ 40.82	$ 41.88	$ 42.89

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
CSEA
2018-19 (3%)

Board Approved: November 14, 2019
Effective: July 1, 2018

		01	02	03	04	05	06	09	12	15	18	21
21.0	ANN	$ 65,491.83	$ 68,315.92	$ 71,301.38	$ 74,313.73	$ 77,487.46	$ 80,903.26	$ 82,947.36	$ 85,072.14	$ 87,089.34	$ 89,294.82	$ 91,500.29
	MO	$ 5,457.65	$ 5,692.99	$ 5,941.78	$ 6,192.81	$ 6,457.29	$ 6,741.94	$ 6,912.28	$ 7,089.35	$ 7,257.45	$ 7,441.23	$ 7,625.02
	DAY	$ 250.93	$ 261.75	$ 273.19	$ 284.73	$ 296.89	$ 309.97	$ 317.81	$ 325.95	$ 333.68	$ 342.13	$ 350.58
	HRS	$ 31.37	$ 32.72	$ 34.15	$ 35.59	$ 37.11	$ 38.75	$ 39.73	$ 40.74	$ 41.71	$ 42.77	$ 43.82
21.5	ANN	$ 66,782.84	$ 69,553.13	$ 72,592.38	$ 75,739.22	$ 78,993.64	$ 82,355.64	$ 84,426.64	$ 86,497.63	$ 88,622.42	$ 90,720.31	$ 92,764.41
	MO	$ 5,565.24	$ 5,796.09	$ 6,049.37	$ 6,311.60	$ 6,582.80	$ 6,862.97	$ 7,035.55	$ 7,208.14	$ 7,385.20	$ 7,560.03	$ 7,730.37
	DAY	$ 255.87	$ 266.49	$ 278.13	$ 290.19	$ 302.66	$ 315.54	$ 323.47	$ 331.41	$ 339.55	$ 347.59	$ 355.42
	HRS	$ 31.98	$ 33.31	$ 34.77	$ 36.27	$ 37.83	$ 39.44	$ 40.43	$ 41.43	$ 42.44	$ 43.45	$ 44.43
22.0	ANN	$ 68,315.92	$ 71,301.38	$ 74,313.73	$ 77,487.46	$ 80,903.26	$ 84,372.85	$ 86,416.94	$ 88,541.73	$ 90,585.83	$ 92,737.51	$ 94,889.19
	MO	$ 5,692.99	$ 5,941.78	$ 6,192.81	$ 6,457.29	$ 6,741.94	$ 7,031.07	$ 7,201.41	$ 7,378.48	$ 7,548.82	$ 7,728.13	$ 7,907.43
	DAY	$ 261.75	$ 273.19	$ 284.73	$ 296.89	$ 309.97	$ 323.27	$ 331.10	$ 339.24	$ 347.07	$ 355.32	$ 363.56
	HRS	$ 32.72	$ 34.15	$ 35.59	$ 37.11	$ 38.75	$ 40.41	$ 41.39	$ 42.41	$ 43.38	$ 44.41	$ 45.45
22.5	ANN	$ 69,660.72	$ 72,807.55	$ 75,793.01	$ 79,047.43	$ 82,490.12	$ 86,013.50	$ 88,138.29	$ 90,316.87	$ 92,441.65	$ 94,620.23	$ 96,798.81
	MO	$ 5,805.06	$ 6,067.30	$ 6,316.08	$ 6,587.29	$ 6,874.18	$ 7,167.79	$ 7,344.86	$ 7,526.41	$ 7,703.47	$ 7,885.02	$ 8,066.57
	DAY	$ 266.90	$ 278.96	$ 290.39	$ 302.86	$ 316.05	$ 329.55	$ 337.69	$ 346.04	$ 354.18	$ 362.53	$ 370.88
	HRS	$ 33.36	$ 34.87	$ 36.30	$ 37.86	$ 39.51	$ 41.19	$ 42.21	$ 43.26	$ 44.27	$ 45.32	$ 46.36
23.0	ANN	$ 71,059.31	$ 74,152.35	$ 77,352.98	$ 80,607.40	$ 84,157.68	$ 87,761.75	$ 89,913.43	$ 92,092.01	$ 94,297.48	$ 96,502.96	$ 98,708.43
	MO	$ 5,921.61	$ 6,179.36	$ 6,446.08	$ 6,717.28	$ 7,013.14	$ 7,313.48	$ 7,492.79	$ 7,674.33	$ 7,858.12	$ 8,041.91	$ 8,225.70
	DAY	$ 272.26	$ 284.11	$ 296.37	$ 308.84	$ 322.44	$ 336.25	$ 344.50	$ 352.84	$ 361.29	$ 369.74	$ 378.19
	HRS	$ 34.03	$ 35.51	$ 37.05	$ 38.61	$ 40.31	$ 42.03	$ 43.06	$ 44.11	$ 45.16	$ 46.22	$ 47.27
23.5	ANN	$ 72,511.70	$ 75,658.53	$ 78,886.06	$ 82,248.06	$ 85,852.13	$ 89,536.88	$ 91,688.57	$ 93,947.83	$ 96,153.31	$ 98,439.47	$ 100,698.74
	MO	$ 6,042.64	$ 6,304.88	$ 6,573.84	$ 6,854.00	$ 7,154.34	$ 7,461.41	$ 7,640.71	$ 7,828.99	$ 8,012.78	$ 8,203.29	$ 8,391.56
	DAY	$ 277.82	$ 289.88	$ 302.25	$ 315.13	$ 328.94	$ 343.05	$ 351.30	$ 359.95	$ 368.40	$ 377.16	$ 385.82
	HRS	$ 34.73	$ 36.23	$ 37.78	$ 39.39	$ 41.12	$ 42.88	$ 43.91	$ 44.99	$ 46.05	$ 47.15	$ 48.23
24.0	ANN	$ 73,964.08	$ 77,164.71	$ 80,472.92	$ 83,888.72	$ 87,546.58	$ 91,285.13	$ 93,517.50	$ 95,830.55	$ 98,062.92	$ 100,402.88	$ 102,689.04
	MO	$ 6,163.67	$ 6,430.39	$ 6,706.08	$ 6,990.73	$ 7,295.55	$ 7,607.09	$ 7,793.12	$ 7,985.88	$ 8,171.91	$ 8,366.91	$ 8,557.42
	DAY	$ 283.39	$ 295.65	$ 308.33	$ 321.41	$ 335.43	$ 349.75	$ 358.30	$ 367.17	$ 375.72	$ 384.69	$ 393.44
	HRS	$ 35.42	$ 36.96	$ 38.54	$ 40.18	$ 41.93	$ 43.72	$ 44.79	$ 45.90	$ 46.97	$ 48.09	$ 49.18

APPENDIX D

PROFESSIONAL GROWTH COURSES

It is not the intent of this list to limit general courses available, but to establish maximum semester classes allowed in the various categories while allowing employees the freedom of choice within established categories.

Codes for Semester Unit Credits
#1 - Maximum 1 semester course
#2 - Maximum 2 semester courses
#3 - Maximum 3 semester courses
#4 - Maximum 4 semester courses
#5 - Maximum 5 semester courses
#6 - Maximum 6 semester courses
#7 - Maximum 9 semester courses

English/Communication Category
BUSINESS CORRESPONDENCE
BUSINESS COMMUNICATION TECHNIQUES
Composition - #1
Communication Skills - #1
Creative Writing - #1
English - #4
Group Dynamics - # 1
Public Speaking - #2
Reading Improvement/Skills
Small Group Discussions - # 1
Writing Improvement - #2

Fine Arts Category - (all #1)
Art Appreciation
Art History
History of Drama
Music Appreciation
Children's arts/Crafts/Creative Play

Foreign Language Category
Maximum #4 for each language studied

Health Category – (all #1)
Alcohol and Drug Awareness
Contemporary Health Issues
Elementary Nutrition
Emergency Medical Care
Holistic Health
Nursing
Nutrition and Health

Physical Fitness/Education
CPR
First Aid

Literature Category - (all #1)
American
Ethnic
Foreign
Mexican-American
Children's Literature

Mathematics Category
Accounting - #2
Math (any class other than basic skills) -#2
Metric math - #1

Multicultural/Social Science Categories (all #6)
Afro-American Culture
Ethnic History
Ethnology
Introduction to Vietnamese Culture
Mexican-American Culture
Multi-Culture Ethnic Awareness

Psychology/Sociology Categories (all #7)
Child Psychology - #2
Introduction to Sociology
Perspective/Sex Roles
Population Problems
Sociology of Chicano Experience
Survey 3rd World Culture
Child Development
Psychology
Sociology

Science - Category (all #3)
Biology
Natural Science
Physical Science
Government

Social Studies Category (all #6)
U.S. History
American Government – State and Local
World Geography/History
California History

Miscellaneous Category
Cooperative Work Experience
Career Planning - # 1

Disaster Preparedness/Civil Defense - # 1
Ethnic Cooking - #2
Humanities - #1
Interpersonal Effectiveness - #1
Lab Science - #1
Law for Laypersons - #1
Philosophy - #1
Public Education in the U.S. - #1
Public Education in the U.S. - #2

SELF ENRICHMENT
STRESS REDUCTION
Sign Language - #1

APPENDIX E

CHILD ABUSE AND NEGLECT POLICY

Alum Rock Union ESD

Board Policy

Child Abuse Prevention And Reporting

BP 5141.4
Students

The Board of Trustees is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Prevention

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of

known and suspected child abuse and neglect in accordance with law.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5145.7 - Sexual Harassment)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the reporting duties of mandated reporters.

Legal Reference:
EDUCATION CODE
32280-32288 Comprehensive school safety plans
33195 Heritage schools, mandated reporters
33308.1 Guidelines on procedure for filing child abuse complaints
44252 Teacher credentialing
44691 Staff development in the detection of child abuse and neglect
44807 Duty concerning conduct of students
48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
49001 Prohibition of corporal punishment
51220.5 Parenting skills education
51900.6 Sexual abuse and sexual assault awareness and prevention
PENAL CODE
152.3 Duty to report murder, rape, or lewd or lascivious act
273a Willful cruelty or unjustifiable punishment of child; endangering life or health
288 Definition of lewd or lascivious act requiring reporting
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
15630-15637 Dependent adult abuse reporting
CODE OF REGULATIONS, TITLE 5
4650 Filing complaints with CDE, special education students
UNITED STATES CODE, TITLE 42
11434a McKinney-Vento Homeless Assistance Act; definitions
COURT DECISIONS
Camreta v. Greene (2011) 131 S.Ct. 2020

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve

Health Framework for California Public Schools, Kindergarten Through Grade Twelve
WEB SITES
California Attorney General's Office, Suspected Child Abuse Report Form:
http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf
California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss/ap
California Department of Social Services, Children and Family Services Division:
http://www.childsworld.ca.gov
U.S. Department of Health and Human Services, Child Welfare Information Gateway:
https://www.childwelfare.gov/can

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California
Revised: July 9, 2020

APPENDIX G

APPROVED CSEA CALENDAR

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

CSEA 2021-2022

JULY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

7/5 Fourth of July

AUGUST

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

8/5 Admin. Asst. Training
8/6 Office Asst. Training
8/16 Para In-service

SEPTEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

9/6 Labor Day

OCTOBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21* NWD	22* NWD
25	26	27	28	29

10/21 & 22 Non-work days for 9.5/10 month

NOVEMBER

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12* NWD
15	16	17	18	19
22*	23*	24*	25	26
29	30			

11/11 Veteran's Day
11/12 Non-work day 9.5 & 10 mo
11/25 Thanksgiving Day

DECEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20*	21*	22*	23*	24
27*	28*	29*	30*	31

12/24 Christmas Day
12/31 New Year's Day

JANUARY

M	T	W	TH	F
3*	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

1/17 MLK

FEBRUARY

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22*	23*	24*	25
28				

2/21 President's Day

MARCH

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18*	19* NWD	20* NWD	21* NWD	22* NWD
25	26	27	28	29

4/1 Cesar Chavez (Observed)
4/18 Spring Break
4/19-4/22 Non-work days for 9.5/10 month

MAY

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

5/30 Memorial Day

JUNE

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Legal Holiday
Local Holiday
* Students Not In Attendance
Starting/Ending Dates for Students

1st & Last Day for School Admin. Asst.'s
1st & Last Day for School Office Asst.'s
Clerical In-service
Paraeducator In-Service / 1st Day

Board Approval: