

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER # 306**

**AND**



**BARSTOW UNIFIED SCHOOL DISTRICT**

**2019 – 2022**

## TABLE OF CONTENTS

|                        |  |          |
|------------------------|--|----------|
| Table of Contents..... |  | i - v    |
|                        | <b>AGREEMENT .....</b>                           | <b>1</b> |
| 1.                     | ARTICLE 1 - Recognition .....                    | 1        |
| 2.                     | ARTICLE 2 - Non-Discrimination.....              | 1        |
| 3.                     | ARTICLE 3 - Organizational Security.....         | 1 - 3    |
|                        | 3.1 Organizational Security                      |          |
|                        | 3.2 Dues and Service Fee Deductions              |          |
| 4.                     | ARTICLE 4 - District Rights .....                | 3        |
| 5.                     | ARTICLE 5 - Employee Rights .....                | 3 - 4    |
|                        | 5.1 Personnel Files                              |          |
| 6.                     | ARTICLE 6 - Classified Employee Evaluations..... | 4        |
| 7.                     | ARTICLE 7 - Organizational Rights.....           | 5        |
|                        | 7.1 Association Rights                           |          |
|                        | 7.2 Distribution of Contract                     |          |
| 8.                     | ARTICLE 8 - Hours and Overtime .....             | 6 - 9    |
|                        | 8.1 Workweek                                     |          |
|                        | 8.2 Workday                                      |          |
|                        | 8.3 Work Year                                    |          |
|                        | 8.4 Adjustment of Assigned Time                  |          |
|                        | 8.5 Increase in Hours                            |          |
|                        | 8.6 Lunch Periods                                |          |
|                        | 8.7 Rest Periods                                 |          |
|                        | 8.8 Rest Facilities                              |          |
|                        | 8.9 Overtime                                     |          |
|                        | 8.10 Shift Differential - Compensation           |          |
|                        | 8.11 Compensatory Time Off                       |          |
|                        | 8.12 Standby Time                                |          |
|                        | 8.13 Call Back Time                              |          |
|                        | 8.14 Hours Worked                                |          |
|                        | 8.15 Right of Refusal                            |          |
|                        | 8.16 Distribution of Overtime/Call Back Time     |          |
| 9.                     | ARTICLE 9 - Pay and Allowances .....             | 9 - 10   |
|                        | 9.1 Regular Rate of Pay                          |          |
|                        | 9.2 Paychecks                                    |          |
|                        | 9.3 Frequency - Once Monthly                     |          |
|                        | 9.4 Payroll Errors                               |          |
|                        | 9.5 Special Payments                             |          |
|                        | 9.6 Lost Checks                                  |          |
|                        | 9.7 Pay Increases                                |          |
|                        | 9.8 Promotion                                    |          |
|                        | 9.9 Mileage                                      |          |
|                        | 9.10 Longevity                                   |          |
|                        | 9.11 Paid Status                                 |          |

|     |   |         |
|-----|---|---------|
| 10. | ARTICLE 10 - Employee Expenses and Materials.....                               | 11      |
|     | 10.1 Uniforms   |         |
|     | 10.2 District Liability Insurance   |         |
|     | 10.3 Tools  |         |
|     | 10.4 Safety Equipment   |         |
| 11. | ARTICLE 11 - Rights of Bargaining Unit Upon Change in School Districts .....    | 11      |
| 12. | ARTICLE 12 - Health and Welfare Benefits .....                                  | 11 - 13 |
|     | 12.1 Employee Medical Insurance-Coverage  |         |
|     | 12.2 Employee Dental Insurance Coverage   |         |
|     | 12.3 Employee Vision Insurance Coverage   |         |
|     | 12.4 Employee Life Insurance Coverage   |         |
|     | 12.5 Long-Term Disability Insurance   |         |
|     | 12.6 Tuberculosis Test  |         |
|     | 12.7 Physical and Tuberculosis Clearance  |         |
|     | 12.8 State Disability Insurance   |         |
|     | 12.9 Early Retirement Program   |         |
| 13. | ARTICLE 13 - Holidays .....   | 13 - 14 |
|     | 13.1 Scheduled Holidays   |         |
|     | 13.2 Additional Holidays  |         |
|     | 13.3 Holiday on Saturday or Sunday  |         |
|     | 13.4 Holiday Eligibility  |         |
| 14. | ARTICLE 14 - Vacation Plan .....  | 14 - 16 |
|     | 14.1 Eligibility  |         |
|     | 14.2 Paid Vacation  |         |
|     | 14.3 Accumulation   |         |
|     | 14.4 Vacation Pay   |         |
|     | 14.5 Vacation Pay Upon Termination  |         |
|     | 14.6 Vacation Postponement  |         |
|     | 14.7 Holidays   |         |
|     | 14.8 Vacation Scheduling  |         |
|     | 14.9 Interruption of Vacation   |         |
|     | 14.10 Notice of Accrued Vacation Leave  |         |
| 15. | ARTICLE 15 - Leaves .....   | 16 - 22 |
|     | 15.1 Definition of Immediate Family   |         |
|     | 15.2 Bereavement Leave  |         |
|     | 15.3 Judicial Leave   |         |
|     | 15.4 Personal Illness Leave   |         |
|     | 15.5 Industrial Accident, Illness Leave and Transitional Return-to-Work Program |         |
|     | 15.6 Personal Necessity Leave   |         |
|     | 15.7 Personal Business Leave  |         |
|     | 15.8 Unpaid Leaves  |         |
|     | 15.9 Catastrophic Leave   |         |

|     |  |         |
|-----|--|---------|
| 16. | ARTICLE 16 - Grievance Procedure .....                                 | 23 - 25 |
|     | 16.1 Definitions   |         |
|     | 16.2 Judgment Level  |         |
|     | 16.3 Informal Level  |         |
|     | 16.4 Formal Level  |         |
|     | 16.5 Grievance Representation  |         |
|     | 16.6 Separate Grievance File   |         |
| 17. | ARTICLE 17 - Disciplinary Action and Appeal.....                       | 25 - 29 |
|     | 17.1 Causes for Suspension or Dismissal                                |         |
|     | 17.2 Abandonment of Position   |         |
|     | 17.3 Procedure for Disciplinary Action                                 |         |
|     | 17.4 Appeal  |         |
|     | 17.5 Hearing Procedure   |         |
| 18. | ARTICLE 18 - Procedure for Layoff and Re-employment .....              | 30 - 32 |
|     | 18.1 Reason for Layoff   |         |
|     | 18.2 Notice of intent to layoff – 60-day notice                        |         |
|     | 18.3 Bumping   |         |
|     | 18.4 Re-employment   |         |
|     | 18.5 Prior to intent to layoff - Association notice                    |         |
|     | 18.6 Rights of Employees Laid Off for Lack of Work or Funds            |         |
| 19. | ARTICLE 19 - Transfers.....  | 32      |
|     | 19.1 Transfers   |         |
|     | 19.2 Voluntary Transfers   |         |
|     | 19.3 Medical Transfers   |         |
|     | 19.4 Involuntary Transfers   |         |
| 20. | ARTICLE 20 - Working Conditions .....                                  | 33      |
| 21. | ARTICLE 21 - Safety.....   | 33 - 34 |
| 22. | ARTICLE 22 - Severability .....  | 35      |
| 23. | ARTICLE 23 - Negotiation Procedures .....                              | 35      |
|     | 23.1 Notification and Public Notice                                    |         |
|     | 23.2 Commencement of Negotiations                                      |         |
|     | 23.3 Impasse   |         |
|     | 23.4 Ratification of Addition or Changes                               |         |
| 24. | ARTICLE 24 - Support of Agreement.....                                 | 35      |
| 25. | ARTICLE 25 - Maintenance of Standards .....                            | 35      |
| 26. | ARTICLE 26 - Professional Growth.....                                  | 35 - 37 |
|     | 26.1 Purpose   |         |
|     | 26.2 Funding   |         |
|     | 26.3 Professional Growth Committee                                     |         |
|     | 26.4 Authority and Responsibility of the Professional Growth Committee |         |
|     | 26.5 Application, Career Plan, and Continued Eligibility               |         |
| 27. | ARTICLE 27 - Completion of Meet and Negotiation.....                   | 37      |
|     | 27.1 Waiver of Obligation to Meet and Negotiate                        |         |
|     | 27.2 Negotiation Re-openers, 2019-2020                                 |         |
|     | 27.3 Negotiation Re-openers, 2020-2021                                 |         |
|     | 27.4 Agreement Full Force and Effect                                   |         |

|     |   |         |
|-----|---|---------|
| 28. | ARTICLE 28 - Duration.....  | 37      |
| 29. | ARTICLE 29 – Position Classification Plan.....                        | 37 - 45 |
|     | 29.1.1 Positions Included   |         |
|     | 29.1.2 Professional Expert Assignments                                |         |
|     | 29.1.3 Short-Term Positions and Employees                             |         |
|     | 29.2.1 Assignment of Duties   |         |
|     | 29.2.2 Classification Plan  |         |
|     | 29.2.3 Creation and Adjustment of Classes                             |         |
|     | 29.2.4 Nature of the Classification Plan                              |         |
|     | 29.2.5 Class Specifications   |         |
|     | 29.2.6 Interpretation of Class Specifications                         |         |
|     | 29.2.7 Allocation of Positions to Classes                             |         |
|     | 29.2.8 Classification of New Positions                                |         |
|     | 29.2.9 Changes in the Duties of Positions                             |         |
|     | 29.2.10 Working Out of Class  |         |
|     | 29.2.11 Temporary Assignment of Other Duties                          |         |
|     | 29.2.12 Appeal of Classification                                      |         |
|     | 29.2.13 Review of Positions   |         |
|     | 29.2.14 Deletion of Class Descriptions                                |         |
|     | 29.2.15 Positions Requiring Special Requirements                      |         |
|     | 29.3.1 Reclassification Policy  |         |
|     | 29.3.2 Effective Date of Reclassification                             |         |
|     | 29.3.3 Effects on Incumbents  |         |
|     | 29.3.4 Reemployment Lists for Displaced Incumbent                     |         |
| 30. | ARTICLE 30 - Application and Examination.....                         | 45 - 53 |
|     | 30.1.1 Filing of Applications   |         |
|     | 30.1.2 General Qualifications of Applicants                           |         |
|     | 30.1.3 Disqualification of Unfit Applicants, Candidates and Eligibles |         |
|     | 30.1.4 Rejection and Appeal From Rejection                            |         |
|     | 30.1.5 Application Forms are Property of the Personnel Office         |         |
|     | 30.1.6 Applicants Names are Confidential                              |         |
|     | 30.2.1 Promotional Examination  |         |
|     | 30.2.2 When Held  |         |
|     | 30.2.3 Who May Compete  |         |
|     | 30.2.4 Notice to Qualified Applicants as to Examination Time          |         |
|     | 30.2.5 Character of Examinations                                      |         |
|     | 30.2.6 Examination Procedures   |         |
|     | 30.2.7 Late Test Administration                                       |         |
|     | 30.2.8 Examination Weighting  |         |
|     | 30.2.9 Passing Score  |         |
|     | 30.2.10 Examination Papers  |         |
|     | 30.2.11 Veteran’s Preference  |         |
|     | 30.2.12 Notice of Final Scores  |         |
|     | 30.2.13 Credit for Intern-Type Experience                             |         |

|     |   |         |
|-----|---|---------|
| 31. | ARTICLE 31 - Employment Lists ..... 53 - 61                               | 53 - 61 |
|     | 31.1.1 Establishment and Life of Eligibility Lists                        |         |
|     | 31.1.2 Reemployment from Layoff Lists                                     |         |
|     | 31.1.3 Termination of Eligibility Lists                                   |         |
|     | 31.1.4 Consolidation of Eligibility Lists                                 |         |
|     | 31.1.5 Eligibility After Appointment                                      |         |
|     | 31.1.6 Removal of Names From Eligibility Lists                            |         |
|     | 31.1.7 Reclassification or Reallocation and/or Eligibility Lists          |         |
|     | 31.2.1 Order of Precedence  |         |
|     | 31.2.2 Procedure When Fewer Than Three Names Remain for Certification     |         |
|     | 31.2.3 Waivers of Certification   |         |
|     | 31.2.4 Procedure of Certification and Appointment from Eligibility Lists  |         |
|     | 31.2.5 Certification From a List for Another Class                        |         |
|     | 31.2.6 Withholding Names from Certification                               |         |
|     | 31.2.7 Restoration to Certification                                       |         |
|     | 31.2.8 Duties of Eligibles  |         |
|     | 31.2.9 Certification of Eligibles for Positions with Special Requirements |         |
|     | 31.3 Emergency Appointments   |         |
|     | 31.3.1 Summer and Other Recess Period Appointments                        |         |
| 32. | ARTICLE 32 – Child Nutrition Services Training .....61                    | 61      |

**APPENDICES**

|     |  |       |
|-----|--|-------|
| 1.  | Classified Bargaining Salary Schedule .....63                        | 63    |
| 2.  | Health and Welfare.....64  | 64    |
| 3.  | Index of Active Classifications .....65                              | 65    |
| 4.  | Evaluation Form A .....66  | 66    |
| 5.  | Evaluation Form A – Paraeducator ..... 67-68                         | 67-68 |
| 6.  | Evaluation Form B – Below Work Performance Standards.....69          | 69    |
| 7.  | Professional Growth Application Form .....70                         | 70    |
| 8.  | Request for Leave of Absence.....71                                  | 71    |
| 9.  | Catastrophic Leave – Request for Donation of Leave (Employee).....72 | 72    |
| 10. | Catastrophic Leave Program Irrevocable Deposit.....73                | 73    |

# **CSEA AGREEMENT**

This Agreement is made and entered into this 2nd day of June, 2020, by and between Barstow Unified School District, hereinafter referred to as the "District", and the California School Employees Association and its local Chapter #306, hereinafter referred to as "CSEA".

## **ARTICLE 1 - RECOGNITION**

The District recognizes CSEA as the exclusive bargaining representative for all classified employees except Noon Supervisors, Crossing guards, Management, Supervisory, Confidential and Certificated employees.

## **ARTICLE 2 - NON-DISCRIMINATION**

2.1 The District and CSEA shall not illegally discriminate with respect to the implementation of this Agreement against any employee on the basis of race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age as interpreted in State and Federal law, membership as an employee organization or participation in the lawful activities of an employee organization, or refusing to be a member of an employee organization, or refusing to participate in the lawful activities of the employee organization.

2.2 This Article is not subject to the grievance procedure.

## **ARTICLE 3 - ORGANIZATIONAL SECURITY**

3.1 Organizational Security:

- (1) It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit worker, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- (2) Except as expressly exempted herein, all workers in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- (3) No worker shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the worker first comes into the bargaining unit.

- (4) Any worker who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment.

However, such worker shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, non-labor organization charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue code:

- (A) Haley House
- (B) Desert Manna
- (C) Boys and Girls Club of Barstow

- (5) Any worker claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the worker shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

### 3.2 Dues and Service Fee Deductions:

- (1) CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for workers in the bargaining unit.
- (2) The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all workers who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the worker.
- (3) The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of workers whose requests for religious exemption pursuant to this agreement have been approved by CSEA.
- (4) Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- (5) Nothing contained herein shall prohibit a worker from paying service fees directly to CSEA.

- (6) The employer shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- (7) The employer shall deduct and pay to CSEA service fees for each bargaining unit worker who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the worker is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

#### **ARTICLE 4 - DISTRICT RIGHTS**

- 4.1 It is understood and agreed that the District retain all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine the method of raising revenue; contract out work, which may lawfully be contracted for, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoptions of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

#### **ARTICLE 5 - EMPLOYEE RIGHTS**

##### **5.1 Personnel Files:**

- (1) The personnel file of each employee shall be maintained at the District's central administration office, and will not leave the premises except as follows:
  - (A) Legal action is being taken by the administration and the file is required by the District's legal representative; and
  - (B) A log of the release of any personnel file for the above reason shall be maintained in the District Office. Unit members may have access to this file.

Materials in personnel files of employees, which serve as a basis for affecting the status of their employment, are to be made available for the inspection and signature of the person involved. Such material is not to include rating, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

- (2) Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall be given an opportunity to prepare a written response. The written response shall be attached to the material.
- (3) An employee's inspection of this file shall take place during normal business hours maintained by the District Office which may include the normal duty hours of the employee.

An employee may arrange for such inspection during his normal duty hours by obtaining permission from his immediate supervisor to be absent from duty without loss of pay for a specified period of time provided proper arrangements have been made with the District Office.

- (4) All personnel files shall be kept in confidence and shall be available for inspection only to the employee or his authorized designee. Only those authorized employees of the District are permitted to review the files as it relates to the administration and supervision of the employee.
- (5) All derogatory materials shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of four (4) years except official legal documents and formal permanent evaluations.

#### **ARTICLE 6 - CLASSIFIED EMPLOYEE EVALUATIONS**

- 6.1 The evaluator shall be the unit member's immediate supervisor who is not part of a bargaining unit, or next higher management level employee who is so designated by District management. Evaluations shall be made on the basis of first-hand knowledge.
- 6.2 Newly hired Classified employees shall have a six (6) calendar month probationary period. Promoted Classified employees shall have a six (6) calendar month probationary period. New probationary and permanent promotional probationary employees will be evaluated at the end of the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) months of service. Permanent employees shall be evaluated at least once a year.
- 6.3 All written evaluations shall be prepared, presented and discussed with the employee. The employee will be provided a copy of the evaluation and be provided with an opportunity to sign and make a written statement, which shall be attached to and made a part of the evaluation. The below listed forms will be used in the evaluation process:

Form AP: Paraeducator evaluation  
Form A: All other classified employee evaluation  
Form B: For "Below Work Performance Standards" in the evaluation  
BUSD Definitions: Definitions of terms used in the evaluation process

- 6.4 Any negative evaluation shall include written specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. Form B will be used.

## ARTICLE 7 - ORGANIZATIONAL RIGHTS

7.1 Association Rights: The Association shall have the following rights.

- (1) Authorized representatives of the Association shall have the right of access at reasonable times to classified employees subject to reasonable District regulations.
- (2) The right to use without charge institutional bulletin boards, mailboxes, District email, and the use of the school mail system, the use of District phone excluding toll calls charged to the District.
- (3) The right to use without charge institutional facilities and buildings at reasonable times. Use of facilities request form must be on file.
- (4) The right to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this Agreement and annually on January 1, thereafter. The roster shall consist of seniority by classification.
- (5) The Association shall have the right upon request to a copy of any budget materials submitted to the Governing Board.
- (6) The District shall grant a total of ten (10) days to be utilized by the organization to attend workshops, conferences, and chapter activities. In addition, release time will be granted for authorized delegates to attend the annual state conference. Days granted to the organization under these regulations are not accruable from year to year. The CSEA president shall notify the immediate supervisor three (3) days in advance and indicate what authorized representative will be using the leave.
- (7) Authorized representatives of CSEA Barstow 306 shall have the right to be present at any and all disciplinary proceedings without loss of pay.

7.2 Distribution of Contract: Forty-five (45) days after contract is agreed to, the District will provide a copy for every classified employee, and the District will bear the cost of the production of the contract. The association agrees to distribute the contract to the members of the unit.

7.3 All newly hired bargaining unit members shall receive an orientation from the district. All newly hired employees within 30 days of their date of hire, shall receive from the district a "New Employee Packet" which includes a copy of this agreement, an insurance information booklet, the Bargaining Unit Member's job description, a Personnel Action Form (PAF), and a CSEA membership packet. A CSEA representative may attend to provide written information.

## ARTICLE 8 - HOURS AND OVERTIME

8.1 Workweek: The workweek shall consist of five (5) consecutive days, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

8.2 Workday: The length of the workday, exclusive of lunch, shall be designated by the District for each classified employee's assignment. Each employee shall be assigned a fixed, regular number of hours and shall be issued an assignment notice on an annual basis (July 1, August 1, September 1) and upon any change in employment status. Such notice shall bear all pertinent information relative to the employee's assignment.

8.3 Work Year: The work year calendars will consist of the following ten (10) categories.

260 work days per year: Delivery Driver (Purchasing & Warehouse)/ District Office staff; and Information Technology staff; Nutrition Services Support Technician; Instructional Media Center Technician; Facilities, Maintenance, and Operation (all staff except Save the Children custodian); Office Assistant (Pupil Services) Pupil Services Technician; School Administrative Assistant (BHS)

238.5 work days per year: Registrar-BHS; Secretary-BHS; School Administrative Assistant (BJHS, CHS, STEM)

233 work days per year: Guidance Office Support Technician-BHS; Senior Office Assistant-BHS (Guidance Office); School Administrative Assistant-Elementary;

228 work days per year: Secretary (BJHS)

222 work days per year: Senior Office Assistant (BHS-Attendance, BJHS, Adult Education); School Accounting Technician (BHS); Library/Media Technician (BHS, BJHS); Library/Media Assistant (BHS, BJHS); Office Assistant (Elementary, BJHS, STEM, CHS); Registrar (CHS);

212 work days per year: Library/Media Assistant (Elementary).

210 work days per year: Nutrition Service Workers (All); Office Assistant (Nutrition Services).

195 work days per year: Health Assistants (All), Delivery Driver (Nutrition Services), Licensed Vocational Nurse

185 work days per year: Career Technical Education Specialist; Career Center Technician (BHS); Campus Safety Assistants (All); Paraeducators (All except 4K); Computer Lab Assistants (All)

168 work days per year: Paraeducators (4K).

In years with more than 260 workdays, the employees in that category will be scheduled days off without using leave for the number of days over 260.

During the month of June of each school year, each employee will be given their start and end date for the coming school year. BUSD will get the approval of the CSEA officers in writing on the start and end dates prior to the employees receiving written notification.

Except for twelve-month employees, each classified employee assignment shall indicate the number of workdays which constitute the assignment's work year. Winter and Spring student recess periods shall be considered an employee recess period and shall be considered non-workdays or break days.

All classified employees shall use earned vacation days, one during each day of the Winter and Spring recess periods. If a classified employee has earned vacation days in excess of the number days equal to the total day during Winter and Spring recess periods, those employees will work with their respective site supervisor as to when the employee will use the excess days.

8.4 Adjustment of Assigned Time: Any employee in the bargaining unit who works thirty (30) minutes or more per day in excess of his or her regular assigned hours 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.

8.5 Increase in Hours: When additional hours are assigned to a position of four (4) hours or more on a regular basis, the assignment shall be offered to all employees in the appropriate class for voluntary transfer. If the supervisor does not select the senior person, upon request, the supervisor will provide in writing the reason for non-selection. Selection shall be based on the following: (1) Qualification for position, (2) Previous performance, and (3) Legitimate personnel needs of the District.

When additional minutes/hours are assigned to a position of less than four (4) on a regular basis, and the position remains less than four (4) hours after the additional time is added, the assignment shall remain with the incumbent.

Hours/minutes taken away from a position shall continue to follow Article 18 – Procedure for Layoff and Re-employment of the contract between CSEA, Chapter 306 and Barstow Unified School District.

8.6 Lunch Periods: All employees covered by this agreement who work more than six hours shall be entitled to an uninterrupted, unpaid lunch period. The length of time for lunch shall be no longer than one (1) hour nor less than thirty (30) minutes and shall be scheduled at or about the midpoint of each work shift. With the approval of the supervisor, four (4) hour through and including, six (6) hour employees may take an uninterrupted, unpaid lunch period when their work schedule is such that the employee is on duty through the normal eating period. Length of lunch is determined by work day hours as set forth by supervising authority.

- 8.7 **Rest Periods:** Classified employees are allowed one (1) rest period not to exceed fifteen (15) minutes each four hours of assigned time. The employee's immediate supervisor has the authority to specify the time for such breaks. Credit cannot be accumulated for rest periods not used.
- 8.8 **Rest Facilities:** The District shall make available at each work site lunchroom and restroom facilities for classified employees use when physically possible. It is understood that classified and certificated facilities may be one and the same.
- 8.9 **Overtime:** Overtime hours shall be compensated at time and one-half of the regular rate of pay for employees who are authorized to work in excess of eight (8) hours per day or forty (40) hours in any calendar week. Employees directed to work on holidays as defined by this contract will be compensated time and one-half plus the regular rate of pay or shall receive compensatory time at one and one-half plus the regular rate of pay.

Employees assigned to work five (5) consecutive days shall receive time and one-half for work required on the sixth or seventh day in a calendar week. Overtime shall be assigned by the District as needed and consistent with the efficient operation and special needs of the District. Overtime shall be distributed and rotated as equitable and practicable among employees within each classification.

The method of payment (cash or compensatory time off) for overtime worked shall be at the discretion of the unit member. Approval of overtime election will be made at the time the supervisor approves overtime.

- 8.10 **Shift Differential - Compensation:** Any employee in the bargaining unit whose assigned work shift requires the employee to work a minimum of four (4) hours between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.

Any employee who works a double work shift during which one of the two (2) shifts includes at least four (4) hours between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked during said double shift.

Employees assigned to night work on a continuous basis who are requested to temporary daytime work for periods not to exceed twenty (20) consecutive working days each shall suffer no reduction in compensation by reason of the change. On the twenty-first (21) working day the employee shall revert to the daytime rate.

An employee who receives a shift differential premium on the basis of his/her shift while school is in session, shall not receive shift differential rate when assigned to a regular day shift during the summer months. When applicable, an employee on long-term illness who receives shift differential pay shall receive the shift differential rate of pay until accrued sick leave expires.

- 8.11 **Compensatory Time Off:** When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked. Compensatory time

shall be taken at a time mutually acceptable to the employee in the bargaining unit and the supervisor within twelve (12) calendar months of the date on which it was earned. If the compensatory time has not been taken, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's rate of pay at the time the compensatory time occurred. Such compensatory time shall be equal to time and one-half the overtime hours worked.

- 8.12 Standby Time: Any employee on any authorized out-of-town trip shall be considered as working regular hours and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 8.13 Call Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate.
- 8.14 Hours Worked: Hours worked shall refer to hours listed on the assignment notice.
- 8.15 Right of Refusal: Any employee shall have the right to reject any offer or request for overtime or call back time.
- 8.16 Distribution of Overtime/Call Back Time: The distribution of overtime shall occur in the following manner:

First: Within the classification at the site/department where the work is to be performed utilizing an established list within the classification, on a rotational basis.

Second: Within the classification throughout the District utilizing an established district list within the classification, on a rotational basis.

No bargaining unit work will be completed by substitutes except the number of hours and the number of days where a bargaining unit employee is absent. If the District has the need to assign extra hours to be completed where no position exists, the district will negotiate this with CSEA.

## ARTICLE 9 - PAY AND ALLOWANCES

- 9.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established by the District for each class on the District adopted salary schedule attached hereto as Appendix 1. The regular rate of pay shall reflect authorized longevity increments.
- 9.2 Paychecks: All regular paychecks of employees in the bargaining unit shall include all authorized deductions and holiday pay. The District will provide each employee with a semi-annual report, listing earned sick leave and vacation accrued as of January 1 and July 1.
- 9.3 Frequency - Once Monthly: All employees in the bargaining unit shall be paid once per month payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

- 9.4 Payroll Errors: Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or in the payment of any classified employee's salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.
- 9.5 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and included in their regular payroll check issued the following month.
- 9.6 Lost Checks: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not received within five (5) days after mailing, the employee shall notify the payroll department in person where he/she shall complete an affidavit. Replacement of check shall be processed through normal County timelines.
- 9.7 Pay Increases: New employees shall be hired at the starting rate and shall be eligible for step advances if employed prior to March 1, and employees hired on or after March 1, shall be eligible for an increase in the starting salary on July 1, but shall not be eligible for advancement beyond Step 1 until the following July 1.
- 9.8 Promotion: Any employee in the bargaining unit receiving a promotion shall be moved to the appropriate range and step of the new classification and be granted not less than a four (4) percent increase in salary.
- 9.9 Mileage:
- (1) Any employee regularly assigned to two (2) or more different work sites shall be entitled to mileage compensation for the distance between the two (2) sites at the prevailing rate per mile stated in Board Policy.
  - (2) Any employee required to use his/her vehicle on authorized District Business shall be reimbursed at the prevailing rate per mile stated in Board Policy.
  - (3) Mileage reimbursement checks shall be processed through normal County timelines.
- 9.10 Longevity: Employees shall receive a step increase each year until attaining the fifth step of the salary schedule in a given range. Step increases shall be effective July 1 of each year or as soon thereafter as an employee resumes his duties. Step increases for the completion of nine (9), thirteen (13), seventeen (17), twenty-one (21), twenty-five (25), twenty-nine (29), and thirty-three (33) years of service shall be effective on the anniversary date.
- 9.11 Paid Status: Paid status is defined as being anytime between the employee's start date and end date but not on a 39-month reemployment list due to a layoff, illness, or injury, leave of absence, nor serving an unpaid suspension for disciplinary reasons.

**ARTICLE 10 - EMPLOYEE EXPENSES AND MATERIALS**

10.1 **Uniforms:** The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of required uniforms as set forth.

| <u>Position</u>            | <u># Uniforms</u>                                   |
|----------------------------|---|
| Custodian                  | Eleven (11) each                                    |
| Grounds Workers            | Eleven (11) each                                    |
| Maintenance                | Eleven (11) each                                    |
| Warehouse Workers          | Eleven (11) each                                    |
| Nutrition Services Workers | Hairnets, aprons, and eleven (11) each              |
| Campus Security Assistant  | Eleven (11) uniforms and one (1) appropriate jacket |

10.2 **District Liability Insurance:** Employees in the lawful course of their employment and performance of duties are considered agents of the school district and as such shall be covered by the District's liability insurance.

10.3 **Tools:** Employees shall not be required to furnish any tools or equipment in the course of their employment.

10.4 **Safety Equipment:** The District agrees to provide appropriate safety equipment and the employee shall be required to utilize all necessary equipment and abide by the safety rules and regulations.

**ARTICLE 11 - RIGHTS OF BARGAINING UNIT UPON CHANGE IN SCHOOL DISTRICTS**

**Rights of Bargaining Unit:** Any division, uniting unification, unionization, annexation, or merger or de-unification, or change of District boundaries shall not affect the rights of individuals remaining in the bargaining unit under this Agreement, nor alter the exclusive representation of CSEA.

**ARTICLE 12 - HEALTH AND WELFARE BENEFITS**

To qualify for Health and Welfare Benefits, employees must be working a permanent position of four (4) hours or more per day.

The District shall pay health and welfare benefits for bargaining unit members as follows:

|              | <u>District Cap Totals (if employee is enrolled in health</u> |
|--------------|---|
| Single       | \$ 9,283.14   |
| 2-Party      | \$15,602.82   |
| Empl & Child | \$16,212.90   |
| Family       | \$22,897.64   |

\*REFER TO APPENDIX 2

12.1 **Employee Medical Insurance Coverage:** Each qualifying bargaining unit member shall pay the balance of the premium for major medical insurance and shall execute the appropriate authorization for payroll deduction. Medical plans will be selected through

group participation in the District's insurance committee which shall be made up of equal representation from the affected employee bargaining groups.

The total employee costs of health benefits are as follows:

| <u>(if employee opts out of health)</u> | Dental | Life | Vision |
|---|--------|------|--------|
| Single                                  | \$0    | \$0  | \$0    |
| 2-Party                                 | \$0    | \$0  | \$0    |
| Empl & Child                            | \$0    | \$0  | \$0    |
| Family                                  | \$0    | \$0  | \$0    |

*Per MOU: If the employee opts out of Health, Dental, and Vision, the employee qualifies for Cash in lieu. (10 monthly payments of \$100.00) and pays \$33.60 for Life Insurance or the employee can opt out of Life Insurance as well.*

*Qualifying employee costs are subject to change from year to year.*

- 12.2 Employee Dental Insurance Coverage: The district shall pay dental insurance for qualifying employee only (yearly). Each qualifying bargaining unit member who would like to enroll dependent members has the option to do so, at their sole expense.
- 12.3 Employee Vision Insurance Coverage: The District shall pay \$75.30 for single coverage, \$173.32 for 2-party and Employee & Child, and \$256.15 for family coverage for vision insurance (yearly) for qualifying employee.
- 12.4 Employee Life Insurance Coverage: The District shall pay \$33.60 for life insurance for qualifying employee only (yearly).
- 12.5 District will provide long-term disability insurance package for qualifying employee. The level of benefits shall be approved by both parties.
- 12.6 The test for tuberculosis is to be taken every four (4) years with the exception of the cafeteria workers.
- 12.7 Prospective classified employees will be required to furnish their employment physical and tuberculosis clearance.
- 12.8 State Disability Insurance program will require voluntary contribution and participation of the classified bargaining unit.
- 12.9 Early Retirement Program:
  - (1) Effective February 1, 2006. Program allows classified employees an opportunity to work a specified period of time for medical benefit coverage. In the event the specified number of work days is not fulfilled or if employee absences exceed 10% of assigned days, the program will conclude and adjustments will be made to employee duration of benefits on a prorated basis.

- (2) **Eligibility Requirements:**
- (A) Employed by Barstow Unified School District for at least 10 years.
  - (B) At least 55 years of age through age 64.
  - (C) No more than 10% of classified employees eligible.
- (3) Employees may be given specific assignments to complete a special project for the District or may be assigned to serve as a substitute in a position specified by the District.
- (4) The rate of compensation towards payment of medical benefits shall be equivalent to range and step assigned to the employee at the time of retirement. Time worked in excess of the amount necessary to pay the total cost of the medical insurance shall be compensated at the same rate of pay at the substitute rate for that position.
- (5) Upon election of retirement, all insurance eligible retirees with at least ten (10) years service who have reached the age of 55, and prior to age 65, may elect to work for medical benefits or pay all the applicable premiums.

Other options available:

Employee would work for the district paid portion of medical benefits (the district cap) or pay for the district paid portion of medical benefits (the district cap) in which case the employee would be responsible for paying the employee's portion for medical benefits.

Employee would work for future medical benefits calculated upon the current year's insurance costs with no inflation factor, and the employee would be responsible for paying any costs over the current year's insurance costs on a yearly basis calculated on 10 monthly payments.

### **ARTICLE 13 - HOLIDAYS**

- 13.1 **Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with the following paid holidays provided they are in a paid status during any portion of the working day preceding or succeeding the holiday, according to the District adopted calendar.

New Year's Day  
 Martin Luther King Day  
 Lincoln's Day  
 Washington's Day  
 Good Friday (full day)  
 Memorial Day  
 Independent Day

Labor Day  
 Columbus Day (floating holiday)  
 Admission Day (floating holiday)  
 Veteran's Day  
 Thanksgiving Day  
 Day after Thanksgiving (local holiday)  
 Christmas Day

- 13.2 Additional Holidays: Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving or holiday, or any day declared a holiday by the Governing Board under Education Code Section 37220 requiring the closing of school shall be a paid holiday.
- 13.3 Holiday on Saturday or Sunday: When a holiday falls on a Saturday, the preceding Friday shall be deemed that holiday. When a holiday falls on a Sunday, the following Monday shall be deemed to be that holiday.
- 13.4 Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 25 or January 1, shall be paid for those holidays provided that they were in paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period.

#### ARTICLE 14 - VACATION PLAN

- 14.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time from the beginning date of service. Vacation benefits are earned and credited on July 1 (1/2 of earned vacation benefits) and January 1 (1/2 of earned vacation benefits) of the current school year. Employees shall be entitled to take vacation leave after the completion of nine (9) months of service.

- 14.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted with the approval of the immediate supervisor no later than 12 months immediately following the fiscal year in which it is earned.

Accrued leave will not exceed 24 months. If the employee is not permitted to take his full annual vacation, the amount not taken shall be accumulated for use in the next year or may be paid in cash at the option of the District.

- 14.3 Accumulation: Vacation time shall be earned and accrued on a yearly basis and is based upon an employee's Yearly Paid Days; Hours per Day; and District Years of Service. Yearly Paid Days and Total Yearly Hours are defined as the following:

$$\begin{aligned} \text{[Yearly Paid Days]} &= \text{[Yearly Workdays]} + \text{[Yearly Holidays]} \\ \text{[Total Yearly Hours]} &= \text{[Yearly Paid Days]} * \text{[Hours per Day]} \end{aligned}$$

Vacation time earned shall be determined as a pro-rated amount of the vacation time allotted a position defined by 260 Yearly Paid days, 8 Hours per Day, and the particular District Years of Service (*of the employee whose vacation time is being calculated*).

**"Vacation Time Earned by 260 Paid Days and 8 Hours per Day Employees"**

| <b>District Years of Service</b> | <b>Vacation Time (Hours) Earned Per Year</b> |
|----------------------------------|--|
| <b>0 - 5 Years</b>               | <b>96 Hours</b>                              |
| <b>6 - 10 Years</b>              | <b>120 Hours</b>                             |
| <b>11 - 15 Years</b>             | <b>160 Hours</b>                             |
| <b>16 and over Years</b>         | <b>176 Hours</b>                             |

Vacation time for any "Employee A" is calculated through the following steps:

1. Determine "Employee A's" Yearly Paid Days, Total Yearly Hours; and District Years of Service.
2. Annual Vacation Time earned (in hours) of employee A is equal to [Total Yearly Hours of Employee A] multiplied by [Vacation Time Earned by a 260 Paid Day/8 Hour per Day with same number of District Years of Service (see chart)] divided by [Total Yearly Hours of a 260 Paid Day/8 Hour per day employee].

$$\frac{[\text{Vacation Time Employee A}]}{[\text{Total Yearly Hours Employee A}]} = \frac{[\text{Vacation Time 260/8 Employee}]}{[\text{Total Yearly Hours 260/8 Employee}]}$$

$$\text{So, } [\text{Vacation Time Employee A}] = \frac{[\text{Total Yearly Hours Employee A}] * [\text{Vacation Time 260/8 Employee}]}{[\text{Total Yearly Hours 260/8 Employee}]}$$

Employees who move from 5 to 6 years of regular employment, 10 to 11 years of regular employment, and 15 to 16 years of regular employment, shall be credited with additional vacation hours, as stipulated in the Agreement on the day of their anniversary, and these additional hours will be based on a prorated amount relative to the number of Paid Days remaining in the Work Year when the anniversary date occurs.

**14.4 Vacation Pay:**

- (1) Pay for vacation days for bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- (2) Vacation may be taken in units of not less than ½ hour.

**14.5 Vacation Pay Upon Termination:** When an employee of more than nine (9) months of service is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to the effective date of the termination. Employees terminated with less than nine (9) months of service shall not receive accumulated vacation pay.

**14.6 Vacation Postponement:** If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District may grant such request in accordance with vacation dates available at that time. A medical doctor's statement may be required for verification.

- 14.7 Holidays: When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be paid for each holiday falling within that period, and such holidays shall not be charged against vacation leave.
- 14.8 Vacation Scheduling:  
*Priorities for Scheduling Vacation*: Employee vacation shall be scheduled by the District in accordance with the following priorities:
- Priority 1: The preference of the individual shall be given first consideration, with the approval of the supervisor.
- Priority 2: Vacation shall be consistent with the needs of the District.
- Priority 3: Extenuating circumstances may be discussed with the immediate supervisor or Assistant Superintendent of Personnel Services.
- Priority 4: If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.
- 14.9 Interruption of Vacation: An employee with nine (9) months or more of service in the bargaining unit may 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 employee supplies notice and supporting information regarding the basis for such interruption or termination.
- 14.10 Notice of Accrued Vacation Leave: The District will provide employees with an updated notice of accrued vacation leave as of July 1 and January 1 of each year.

#### ARTICLE 15 - LEAVES

- 15.1 Definition of "Immediate Family": The immediate family is defined as husband, wife, domestic partner (as defined in Section 297 and registered pursuant to Section 298.5 of the California Family Code), mother, father, sister, brother, son, daughter, grandfather, grandmother, grandchild, stepmother, stepfather, stepson, stepdaughter, stepsister, stepbrother, mother-in-law, father-in-law, son-in-law or daughter-in-law, brother-in-law, sister-in-law, spouse's grandmother, spouse's grandfather, or any relative or person of employee or spouse living in the immediate household of the employee.
- 15.2 Bereavement Leave: An employee shall be entitled to five (5) days of paid leave of absence on account of the death of any member of his immediate family. The District may require verification of death upon request. Examples of verification are the obituary and memorial bulletin. This leave shall not be deducted from sick leave.
- 15.3 Judicial Leave: An employee is required to submit to the District proof of selection and time served as a juror, either the summons card or slip signed by the court clerk. The employee shall receive full pay during this leave period. An employee is eligible for Judicial Leave while in paid status.

Any day during which an employee in the bargaining unit is required to serve at least one-half (1/2) or more of the number of his/her regularly assigned work hours on jury/witness duty, or is required to report for jury duty outside of Barstow, he/she shall be relieved from work for that day.

Employees shall not be required to report to work in the morning prior to reporting for jury duty.

Any day during which an employee in the bargaining unit is required to serve less than one-half (1/2) of the number of their regularly assigned work hours shall be required to return and work the remainder of their assigned number of work hours. Total hours worked and total hours on jury duty, combined, will not exceed their normally scheduled number of work hours in a day beyond their normal end of shift time.

#### 15.4 Personal Illness Leave:

- (1) Leave of Absence for Illness or Injury: An employee employed by the school district shall be granted a prorated amount of sick leave equivalent to one (1) day per month.
- (2) Pay for any day of sick leave shall be the same pay the employee would have received if he had worked that day in his regular assignment.
- (3) At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave. However, a new employee of the District shall not be eligible to take more than nine (9) days until the completion of nine (9) months of active service with the District.
- (4) Maternity leave, chargeable as sick leave, shall be granted for the period of disability caused by the pregnancy. Such period to be the time prior to and following the delivery certified by the attending physician as time the employee is physically unable to work. Any time taken in excess of this period will be considered a maternity leave of absence without pay.
- (5) If an employee 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.
- (6) Additional Sick Leave: After all paid leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) calendar months. The five (5) calendar months period commences on the first day the employee is absent from duty. Differential pay shall be the difference between the substitute's pay and the employee's pay. If no substitute is hired, the employee shall receive full compensation. During the five (5) calendar months sick leave period, the employee shall earn sick leave and annual leave at the regular rate per month and shall be paid for all holidays.

If the employee is unable to return to duty, the employee shall be required to submit a leave of absence without pay form or be placed on the re-employment list for a 39-month period.

- (7) An employee who makes application for retirement under P.E.R.S. shall receive credit for unused sick leave in accordance with Government Code Section 20862.5.
- (8) When a bargaining unit member is on sick leave due to illness or injury for a period of three (3) or more consecutive days, the District may, upon prior written request, and the employee has been counseled prior for abuse of sick leave, require the bargaining unit member to present a medical doctor's written verification of the personal illness or injury, and/or, a medical authorization to return to work.

The District may send an employee to a District appointed physician for examination, at the District's expense, if the District has reason to question an employee's absence from duty, regardless of the duration of such illness/injury, and shall require the employee to present a written statement from that physician verifying the illness/injury.

When an employee is on long-term illness, he or she shall not be gainfully employed elsewhere, or self employed other than with the school district.

- (9) Whenever possible, a unit member must contact his immediate supervisor or the district nightline as soon as the need to be absent is known, one (1) hour prior to the start of the workday to permit the employer time to secure substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay.

Whenever possible, substitutes will be provided for employees who become ill on the job.

#### 15.5 Industrial Accident and Illness Leave and Transitional Return-to-work Program:

- (1) Unit members will be entitled to industrial accident leave according to the provisions in Education Code section 45192 for personal injury which has qualified for worker's compensation under the provisions of the S.I.P.E.
- (2) The employee is responsible to report the accident at the end of the school day and must present a physician's statement of the cause to the Business Office within three (3) days.
- (3) An employee shall be entitled to sixty (60) days of industrial accident or illness leave.
- (4) An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

- (5) Allowable leave shall not be accumulative from year to year.
- (6) Industrial accident or illness leave will commence on the first day of absence.
- (7) Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- (8) Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- (9) When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- (10) The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under the section 45191. When entitlement to industrial accident or other illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- (11) Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- (12) During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state.

The District, in turn, shall issue the employee appropriate warrants for payment of wages or other salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

- (13) When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When available, during the 39- month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

(14) Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

(15) **Workers' Compensation, Transitional Return-to-Work Program**

(A) **Introduction**

A return-to-work program is a widely recognized management tool for reducing Workers' Compensation expenses.

Following a work-related injury, employees should be returned to the work site as soon as possible subsequent to determination of medical and vocational compatibility.

This Transitional Return-to-Work Program is designed to move employees from a "disability" environment to a position of "productivity". When properly administered, programs of this nature have improved employee relations, as well as reduced overall costs of work injuries.

In order to assist industrially injured employees with the recovery process and to encourage an early return to unrestricted duty status, the District will implement a program which utilizes temporary return-to-work (transitional) assignments to accommodate workers who are unable to perform their normal duties.

This may be structured as follows:

1. Restricted duties within the same work area
2. Different duties within the same work area
3. Different duties in a different work area
4. Restricted duties in a different work area

(B) **Definition and Parameters**

Transitional assignments are temporary assignments of modified or light duty to assist the injured or ill employee to progressively escalate to full-duty status and is only available for approved Workers' Compensation claims. This type of duty is a "transitional" process, which enables the employee to gradually resume their full-time duties. The maximum duration of the transitional assignment period includes but is not limited to sixty (60) calendar days.

(C) **Program Objectives**

1. Provide a means for an injured/ill employee to return to the workplace as soon as safely possible without danger of re-injury.
2. Provide a means of maintaining the employee's job skills, self-esteem, and morale while enabling him/her to progress to full-duty status.

3. Maintain organizational productivity by allowing the employee to perform tasks that would normally go undone or would require extra help.
4. Reduce the number of lost-time injuries thereby reducing the amount of temporary and permanent disability costs.
5. Reduce the number of litigated claims.
6. Reduce the need for temporary help due to the absence of the injured worker.
7. Improve communication with the injured employee and enhance their perception of the District's concern for their well-being.
8. Reduce the use and cost of outside rehabilitation vendors and the overall costs associated with rehabilitation.
9. Reduce extended periods of medical treatment and associated costs. Injured employee recovery periods are lessened if temporary transitional assignments are made available in lieu of remaining at home.
10. Reduce outstanding claim reserves which will ultimately favorably impact District experience modification factors.
11. More effectively discharge the District's obligations under the Labor Code, Education Code, and Employee Bargaining Unit Contracts.

(D) Program Provisions

1. Under no circumstances does this program intend to permanently establish new assignments or displace other employees. Its intent is to utilize the resources of an employee for the District.
2. The District recognizes the benefits of implementing a Transitional Return-to-Work Program in accordance with the aforementioned terms and, therefore, agrees to voluntarily participate in adopting such a program. Individual claim circumstances will dictate assignment availability and placement.

15.6 Personal Necessity Leave: A classified employee may elect to use, not to exceed seven (7) days in any one (1) fiscal year, sick leave for personal necessity for the following categories:

- (1) The death or illness of a member of the employee's immediate family.
- (2) As a result of an accident involving an employee's person or property or the person or property of his/her immediate family.

- (3) When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any other made with jurisdiction.

15.7 Personal Business Leave: A unit member shall be entitled to two (2) days personal business leave per school year. Unused personal business leave shall be credited to the employee sick leave account on June 30 of each fiscal year.

The employee is to notify his supervisor at least 24 hours prior to taking personal business leave, except in case of an emergency. It is to be used for personal, legal, business, or family matters which require absence during normal working hours, subject to the following conditions.

- (1) An employee shall not use personal business leave, or any other authorized leave of absence which would interfere with or disrupt the normal educational activities of the school district. Under no circumstances shall this leave be available for purposes of personal or social convenience, for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, for recreational activities, or for purposes of supplementary income.

Verification of legitimate use must be submitted prior to taking personal business leave when the date is connected to a holiday or vacation period.

- (2) The immediate supervisor is responsible for the correct usage of personal business leave.

15.8 Unpaid Leaves: An employee may request an unpaid leave of absence for a maximum of one (1) year, subject to District approval, except for military leave as provided for in the Education Code.

- (1) A request by the employee to return to work prior to the expiration of his/her leave, shall be granted within thirty (30) days of the request.
- (2) Failure to report for duty within three (3) working days after the leave has expired shall be considered abandonment of position and the employee may be terminated by the District unless proper notification of extenuating circumstances has been given to the District.
- (3) The granting of a leave of absence without pay gives to the employee the right to return to his/her former classification at the expiration of his/her leave.

Personal leave or other unpaid leave of absence except as may be otherwise designated in excess of 22 working days shall be considered a break in continuity of service in the district.

15.9 Catastrophic leave is to be made available to any bargaining unit member in accordance with Board policy.

## ARTICLE 16 - GRIEVANCE PROCEDURE

### 16.1 Definitions:

A "grievance" is a formal allegation by a unit member who has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the district as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law or by the administrative regulations and procedures of this school district are not within the scope of this procedure.

A "grievant" may be any bargaining unit employee or employees covered by the terms of this Agreement. The president may file a grievance on behalf of CSEA.

A "day" is any day in which the central administrative office of the Barstow Unified School District is open for business.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

16.2 If, in the judgment of the Assistant Superintendent of Personnel Services or his designee, a grievance is not appropriate for consideration at Level I, he/she may permit the grievant to initiate the grievance at Level II.

16.3 Informal Level: Before filing a written grievance, the grievant shall attempt to solve the problem by an informal conference with the grievant's immediate supervisor.

16.4 Formal Level:

Level I: Within ten (10) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

The time limitation in this article shall be considered maximum time, however, time limitations may be extended by mutual agreement.

Failure of the grievant to present a grievance in writing within the time limitation stated in this article shall constitute a waiver of grievant's right to appeal to the next level. The supervisor shall communicate a decision to the employee in writing within ten (10) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

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

At Level I of the grievance procedure, or at any later level, if the grievant, in writing elects to represent himself/herself, CSEA shall be relieved of any further obligation to share in further expense of the grievance procedure.

No grievance, at this level, will be resolved until CSEA has been provided a copy of the proposed grievant's resolution and has been given ten (10) working days to respond in writing.

Level II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) working days. The statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or designee shall communicate a decision within ten (10) working days after receiving the appeal. The grievant, the Superintendent, or his designee may request a personal conference within the above time limits. If the Superintendent or his designee does not respond within the time limits, the grievant may go on to the next level.

Level III: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no written decision has been rendered within ten (10) working days, the aggrieved person may, within ten (10) working days after a decision by the Superintendent or designee request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the aggrieved person, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

The grievant and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievance in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates 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 as judged to be proper. The decision of the arbitrator submitted to the Superintendent and the Association will be final and binding upon the parties of this Agreement.

The cost and fees for arbitration shall be borne by the District if a grievance is sustained and by the Association if the grievance is denied. In the event the grievance is sustained in part and denied in part, the arbitrator shall determine the appropriate share of costs and fees to be assessed each party.

- 16.5 Grievance Representation: District will grant reasonable release time to designated grievance representatives commencing at the formal level.
- 16.6 Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file.

### **ARTICLE 17 - DISCIPLINARY ACTION AND APPEAL**

17.1 Causes for Suspension or Dismissal:

Persons employed in the classified service may be suspended, demoted, or dismissed for any of the following causes:

- (1) Incompetency, inefficiency, insubordination, working in an unsafe manner, inattention to or dereliction of duty, discourteous treatment of the public or of fellow employees, or any other willful failure of good conduct tending to injure the public service, or any willful violation of the provisions of the Education Code or of rules, regulations, or procedures adopted by the Board of Trustees. Provided that sufficient proof and specific instances shall be set forth as to any of the causes enumerated under this heading.
- (2) Dishonesty, drunkenness or immoral conduct.
- (3) Improper use of narcotics.
- (4) Political activities engaged in by an employee during his assigned hours of employment.
- (5) Conviction of a serious crime by a court law; a record of one or more convictions which indicates that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on application forms or examination and employment records concerning material matters.
- (6) Frequent unexcused absence or tardiness.
- (7) Illness leaves, when habitually taken for trivial dispositions.
- (8) Failure to report for review of criminal records or for health examination after due notice.
- (9) Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.
- (10) Knowingly becoming or knowingly remaining a member of the Communist Party on or after September 9, 1953.

- (11) The discovery or development during an initial probationary period of any physical, emotional, and/or mental condition which would have precluded acceptance as an eligible for assignment.
- (12) Abandonment of position.
- (13) Theft, misuse or willful destruction of school property or equipment.
- (14) The use, possession or under the influence of alcoholic beverages, and/or illegally obtained narcotics during assigned duty hours.
- (15) Inability to perform assigned duties due to failure to meet job qualifications. (Including but not limited to failure to possess required licenses, failure to pass required tests or failure to meet district insurability requirements.)

**17.2 Abandonment of Position:**

Any permanent or probationary classified employee who is willfully absent from his regularly assigned work for three (3) consecutive workdays without notification to his immediate supervisor or the administration shall be considered to have vacated his position by abandonment and shall be considered as terminated.

**17.3 Procedure for Disciplinary Action:**

- (1) Disciplinary actions are those actions taken by management in response to an employee's failure to meet the standards, objectives, or rules of the organization. The objective of disciplinary action is to correct or eliminate inappropriate behavior or misconduct. A progressive discipline model shall be utilized, including a continuum of communication, with language becoming more formal over time.

A typical progressive discipline model includes a verbal warning, a written warning, a letter of reprimand, and finally, suspension, demotion, and/or dismissal. The initial step in this progressive discipline model shall be dependent on the severity of the infraction.

The degree of discipline administered in any given situation must depend on the severity of the infraction and must be in accordance with Board Policy and/or the Collective Bargaining Agreement.

- (2) When disciplinary action involves a permanent employee, a school district must comply with certain procedural due process requirements before it may deprive the employee of his or her expected continuation of employment.

Due Process mandates that the employee be accorded certain procedural rights before the discipline becomes effective. As a minimum these pre-removal safeguards must include the following:

- (A) Notice of the proposed action;
  - (B) The reason for the action;
  - (C) A copy of the charges and materials upon which the action is based;
  - (D) The material upon which the charges are based;
  - (E) How the act(s) or action(s) do harm to the public service; and
  - (F) The right to respond, either orally or in writing, to the authority initially proposing discipline.
- (3) No employee in the classified service shall be suspended or dismissed or any way discriminated against because of his political or religious acts or opinions or affiliations or race, color, sex, national origin or marital status.
- (4) When a regular employee is to be suspended or dismissed, specific written charges shall be prepared and presented to the Governing Board for action. The charges must be clearly stated so that the employee will know the exact complaint and will clearly understand what specific charges he may respond to.
- (5) When disciplinary action has been taken by the Governing Board, a notice of the action shall be reported to the Assistant Superintendent of Personnel Services, within five (5) days. Within ten (10) days of the effective date of the suspension or dismissal of the employee, the Assistant Superintendent of Personnel Services shall send a copy of the notice of action taken by the Governing Board to the employee by registered mail to his last known address. A copy of the notice sent to the employee shall be kept on file in the Personnel Services office.
- (6) The notice of disciplinary action shall contain a statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause of the action taken, and if it is claimed that an employee has violated a rule or regulation of the Governing Board or the Bargaining Unit, such rule or regulation shall be set forth in the notice.
- (7) Included with the notice of disciplinary action sent to the employee shall be a statement of the employee's right to appeal.
- (8) An employee may be suspended, prior to any disciplinary action taken by the Governing Board, at the discretion of the Superintendent and subject to ratification by the Board. Requirements in regard to notification must be met when the Board ratifies the administrative action.
- (9) A regular employee charged with the commission of any sex offense or any narcotics offense as defined by the Act by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in the Act. Such a suspension shall be processed as an involuntary personal leave in accordance with this rule relative to suspensions. The employee may receive compensation as provided for in the Act.
- (10) Dismissal shall cause the removal of the employee's name from all eligibility lists and reemployment lists.

(11) Failure to appeal shall make the action of the Governing Board final.

17.4 Appeal:

A permanent employee who has been suspended or dismissed may appeal to the Governing Board within 15 working days after having been furnished with a copy of the notice of the Board action, by submitting a letter to the Assistant Superintendent of Personnel Services stating the desire to appeal the action of the Governing Board and the reasons for the appeal.

The Assistant Superintendent of Personnel Services shall investigate the case and report his findings to the Board at its next regular meeting. The Board shall notify the employee in writing, of its findings. The employee may appeal to the Governing Board the findings of the Assistant Superintendent of Personnel. Upon receipt of the findings of such an appeal to the Governing Board, within 10 working days of receipt of the board's findings, CSEA and the member shall notify the board in writing of his/her request for a full evidentiary hearing before a neutral hearing officer. The intent of this article is that the employee will first appeal to the Governing Board and then to a hearing officer if necessary.

17.4.1 Hearing Officer

The dismissal, demotion or suspension hearing shall be held in Closed Session before the Governing Board unless an open session is requested by the employee. Upon request by CSEA, hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California), who's decision shall be final and binding on the parties. The District shall request a list of five Hearing Officers from the State Conciliation and Mediation Service. The Hearing Officer shall be the person remaining on the list after alternate strikes by the District and CSEA. A recording of the hearing shall be provided for the employee by the District. The unit member will be allowed to testify under oath and to present witnesses on his/her behalf who also may testify under oath.

17.5 Hearing Procedure:

- (1) Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Board nor the hearing officer shall be bound by technical rules of evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
- (2) The Board or the hearing officer when applicable shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.
- (3) Each side will be permitted an opening statement (Board first) and closing arguments (employee first). The Board shall first present its witnesses and evidence to sustain its charges and the employee will then present his witnesses and evidence in defense.
- (4) Each side will be allowed to examine and cross-examine witnesses.

- (5) Both the Board and the employee will be allowed to be represented by legal counsel or other designated representation.
- (6) The Board or the hearing officer may, and shall if requested by the Board or the employee, subpoena witnesses and/or require the production of records or other material evidence.
- (7) The Board or the hearing officer may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.
- (8) Whether the hearing is held in a public or executive session, the Board, after it concludes the hearing, may deliberate its decision in executive session. No persons other than members of the Board, its counsel, and its staff shall be permitted to participate in the deliberations. If the Assistant Superintendent of Personnel Services or any staff member is a witness in the proceedings, he shall also be barred from the Board's final deliberations.
- (9) The Board or hearing officer, when applicable shall render its judgment as soon after the conclusion of the hearings as possible and in no event later than 24 days. Its decision shall set forth which charges, if any, are sustained and the reasons therefore.
- (10) The Board or hearing officer, when applicable may sustain or reject any or all of the charges filed against the employee. It may sustain, reject, or modify the disciplinary action invoked against the employee. It may not provide for discipline more stringent than that invoked.
- (11) The order of judgment will be filed by the hearing officer with the charged employee, and will set forth its findings and decision. If a dismissal is not sustained, its order shall set forth the effective date the employee is to be reinstated, which may be any time on or after the date of the disciplinary action.
- (12) The fees and expenses of the hearing officer shall be borne equally by the district and Association. All other expenses shall be borne by the party incurring them.

## **ARTICLE 18 - PROCEDURE FOR LAYOFF AND RE-EMPLOYMENT**

- 18.1 **Reason for Layoff:** Classified employees shall be subject to layoff for lack of work or lack of funds.
- 18.2 **Notice:** In the event the District decides to implement a layoff, reduction in hours or demotion in lieu of layoff, the District shall prior to taking such action, give the affected unit members sixty (60) calendar days written notice.

The written notice hereunder need not be given where there exists an actual and existing financial inability to pay salary of unit members, nor shall such notice be required for lack of work resulting from causes not foreseeable or preventable by the Governing Board.

- 18.3 **Seniority:** Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member who has been employed the shortest time in the class, by hire date, plus higher classes, shall be laid off first.

In the case of two or more unit members having the same length of service, the order of layoff shall be determined by length of service in the same job classification, next by original hire date, and finally by lot.

- 18.3.1 **Bumping:** A permanent employee in the classified service whose position is cut because of layoffs or who is bumped from their position because of layoffs, and who has seniority in that current class or who has had previous service and has seniority in an equal or lower class shall have the right to transfer/demote into:

- (1) A vacant position in that same current class having the same or greater number of work hours and the same or greater work year. If there is none:
- (2) The position in that same current class held by the person with least seniority and the same number of work hours and work year. If there is none:
- (3) The position in that same current class held by the person with least seniority and the same or greater number of work hours and/or the same or greater work year. If there is none:
- (4) A vacant position in an equal or lower classification for which the employee has had prior service having the same number or greater number of work hours and the same or greater work year. If there is none:
- (5) The position in an equal or lower classification for which the employee has had prior service held by the person with the least seniority and the same number of work hours and work year. If there is none:
- (6) The position in an equal or lower classification for which the employee has had prior service held by the person with the least seniority and the same or greater number of work hours and/or the same or greater work year.

- (7) If the position described in 1-6 above has a lesser number of work hours and/or a lesser work year, the employee may elect to bump into that position at any step during the 1-6 sequence but is not required to do so.
- (8) If the layoff involves more than one position in a particular class:
  - (A) The persons who will be displaced by each of the layoffs will be identified. If any of these identified persons have more work hours or work days, then the most senior of the position identified following 1-6 above. This process will be repeated for the second most senior person, and so on.
  - (B) If the positions held by a person to be displaced do not have more work hours or work days, the 1-6 above will be followed.

Upon ratification of this Article, the seniority of bargaining unit members affected by reclassifications, after July 1, 2010, which results in a classification being dissolved, and a new classification is created, shall be carried forward into the newly created classification.

18.4 Re-employment: Re-employment shall be in the reverse order of layoff.

18.5 Prior to sending the 60-day notice to affected employees, the District shall give the Association notice of its intent to layoff or reduce hours of unit members and afford the Association the opportunity to negotiate the impact of such action on negotiable subjects. If the Association, within five (5) calendar days after receiving notice, makes a written request to bargain, the parties shall meet and negotiate no less frequently than once every seven (7) calendar days (not to exceed 4 meetings of 2.5 hours in duration) after the request is made. Such negotiations shall conclude thirty (30) calendar days after the request to bargain is made. Any request to bargain shall not delay the sending out of layoff notices.

The District and CSEA agree that the work of newly abolished and/or reduced bargaining unit positions shall not be transferred out of the bargaining unit to management/confidential employees, certificated employees, students, volunteers, or outside contractors or individuals.

18.6 Rights of Employees Laid Off for Lack of Work or Funds:

- (1) **Displacement**: When a permanent employee in the classified service is to be laid off from a class for lack of work or lack of funds and has previous service in an equal or lower class, he/she shall have the right to displace the employee with the least seniority in that class.
- (2) **Transfer**: A permanent employee who is to be laid off for lack of work or lack of funds may request transfer to a vacant position in an equal class, provided he/she is qualified to perform the duties required in that class.
- (3) **Voluntary Demotion**: An employee who is laid off for lack of work or lack of

funds may request a voluntary demotion to a vacant position in a lower class, provided he/she is qualified to perform the duties required in that class.

- (4) A permanent employee who accepts voluntary demotion in lieu of layoff shall have his/her name placed on a reemployment list for the class from which he/she was laid off for a period of 39 months. The name shall remain on the reemployment list for an additional 24 months provided the same tests of fitness under which he/she qualified for appointment to the class still apply.

## ARTICLE 19 - TRANSFERS

- 19.1 Transfers: The reassignment of an employee without examination from one position to another position in that same class or to a similar class or related class with the same salary range.

A transfer may be employee initiated (voluntary) or District initiated (involuntary).

- 19.2 Voluntary Transfers: When a vacancy or new position is created in the bargaining unit, the position shall be advertised and posted for ten (10) working days throughout the District. The president of the bargaining unit shall be notified of all vacancies, including the months when school is not in session. Only employees who have obtained permanent status by completing their initial six (6) month probationary period with the District shall be eligible to apply for voluntary transfers.

When a transfer or new position is filled within by a unit member, that member will be given a fifteen (15) work days conditional period, commencing on the first day of starting the new assignment. The District and or the unit member retains the right to curtail the conditional period at any time upon determination that the unit member is not going to satisfactorily fill the position or that the unit member wishes to return to their previous position. After the satisfactory completion of the conditional period, the unit member shall remain in that position as a permanent employee.

Additionally, the test score that was foundational to the requesting employee's transfer or demote must not be more than five (5) years old. If the qualifying test score supporting the transfer or demote request is more than five (5) years old, the employee is required to retest. Testing is required if the transfer is not from the same classification.

Employees shall submit a signed request for transfer form to the Personnel Services office within the posting time limit.

If the supervisor does not select the senior person, upon request within ten (10) working days of receipt of notice of non-selection, the supervisor will provide the reason, in writing within ten (10) working days of receipt of request, for non-selection. Selection shall be based on the following: 1) Qualification for the position, 2) Previous performance, and 3) Legitimate personnel needs of the District.

- 19.3 Medical Transfers: The District shall make an effort to give alternate work when the same is available to an employee who has become medically unable to satisfactorily

perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, subject to Board approval.

- 19.4 Involuntary Transfers: Involuntary transfers shall not be punitive or disciplinary in nature. Involuntary transfers shall take place as a result of the elimination of the employee's position due to lack of work or lack of funds or the movement of the position from one location to another, or the legitimate personnel needs of the District.

## **ARTICLE 20 - WORKING CONDITIONS**

Unavailability or Inability to Report for Work: In case of an emergency, or when a school is closed for reasons beyond the control of the Board, classified employees shall contact their immediate supervisor or the District Office for instructions regarding their work schedule. Classified employees who are ready and willing to work shall not suffer any loss of pay.

## **ARTICLE 21 - SAFETY**

- 21.1 The District and CSEA agrees to abide by the Occupational Safety and Health Act Standards.
- 21.2 It is the responsibility of all classified employees to report unsafe conditions to their supervisor immediately.
- 21.3 Illegal Drug and Alcohol Use
- (1) The purpose of this article is to eliminate substance abuse and its effects in the work place. While unit members have certain rights to privacy, involvement with illegal drugs and alcohol can take its toll on job performance and employee safety. Unit members must be in a condition to perform their duties safely and efficiently, in the interest of students, fellow workers, and the public as well as themselves. The presence of illegal drugs and alcohol on the job and the influence of these substances on employees during working hours is inconsistent with this objective.
  - (2) The District shall provide an Employee Assistance Program (EAP). Unit members who think they have an illegal alcohol- or drug-usage problem are urged to voluntarily seek confidential counseling through the EAP, at any time.
  - (3) All employees shall not be under the influence of or in possession of illegal drugs/alcohol while on District property, at work locations, or while on duty or at sponsored activities. Unit members shall not sell or provide illegal drugs or alcohol to any other employee or to any person while such employee is on duty, nor have their ability to work impaired as a result of the use of illegal drugs or alcohol.

- (4) Any unit member reasonably believed to be using illegal drugs or alcohol may be required to submit to urine, blood, breath and/or other designated medical or chemical tests for evidence of illegal drugs and/or alcohol use. The cost of the tests shall be paid by the District.
- (5) "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of illegal drugs or alcohol so that the unit member's ability to perform the functions of the job is impaired or so that the unit member's ability to perform his/her job safety is reduced. If the immediate supervisor suspects that a unit member is under the influence of illegal drugs or alcohol, the Superintendent or designee will be consulted before taking action.
- (6) For example, any of the following, alone or in combination, may constitute reasonable suspicion:
- (A) Slurred speech
  - (B) Alcohol odor on breath
  - (C) Unsteady walking and movement
  - (D) An accident involving District property
  - (E) Serious accident causing injury
  - (F) Physical altercation
  - (G) Verbal altercation
  - (H) Unusual behavior
  - (I) Possession of illegal drugs or alcohol
  - (J) Information obtained from a reliable person with personal knowledge
  - (K) Failure to pass field sobriety test

Anonymous information shall not constitute the sole basis for reasonable suspicion. Refusal to submit to the testing when reasonable suspicion exists shall constitute insubordination, which is cause for dismissal.

- (7) A positive result from a drug and/or alcohol analysis may result in a disciplinary action, up to and including dismissal.
- (8) Depending upon the severity of the circumstances the District, in its sole discretion, may offer the unit member an opportunity to enter into a rehabilitation agreement prior to taking disciplinary action.

Unit members entering a rehabilitation program in lieu of discipline shall be required to submit to random testing for up to one (1) year after completion of the program. Violation of the rehabilitation agreement shall be cause for disciplinary action, up to and including dismissal. While receiving medical treatment for alcohol or drug abuse, the unit member shall be eligible to apply for sick leave and long-term sick leave benefits.

## **ARTICLE 22 - SEVERABILITY**

- 22.1 If any provision of this Agreement is rendered invalid due to mandated changes in laws, rules and regulations or by orders of a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law; but all other provisions will continue in full force and effect.
- 22.2 In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE 23 - NEGOTIATION PROCEDURES**

- 23.1 **Notification and Public Notice:** Commencing on or after March 15 of the calendar year in which this Agreement expires, either party shall provide written notice and a proposal to the other party of the amendments to the original agreement, and cause the public notice provision of law to be fulfilled.
- 23.2 **Commencement of Negotiations:** Negotiations shall commence within five (5) days of receipt of written request. Negotiations shall be held at mutually agreeable places at least once every two (2) weeks, and the District agrees to provide ten (10) one-half days of release time for each of the five (5) representatives of the organization.
- 23.3 **Impasse:** Impasse shall be a part of the negotiation process.
- 23.4 **Ratification of Addition or Changes:** This Agreement will become effective after it has been reduced to writing, and properly ratified and signed by both parties.

## **ARTICLE 24 - SUPPORT OF AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

## **ARTICLE 25 - MAINTENANCE OF STANDARDS**

The District agrees not to reduce or eliminate any specific employee fringe benefit under this Agreement without first affording the Association an opportunity to meet and negotiate with respect to such reduction or elimination.

## **ARTICLE 26 - PROFESSIONAL GROWTH**

- 26.1 **Purpose:** The purpose of the article is to provide an incentive for bargaining unit members to improve themselves through approved study program(s) which will enhance unit member's job-related skills and/or prepare them for transfer and/or promotion to other positions within the District, including teaching positions.

- 26.2 Funding: The District will allocate \$10,000 each year, starting with the 2000-2001 school year to the Professional Growth Fund. Any additional money obtained through Paraeducator Career Ladder grant approval or other grants may be added to this fund unless restricted by the grant guidelines. Starting with the 2006-07 school year, any general fund money in the account not expended will revert to the general fund at the end of each school year.
- 26.3 Professional Growth Committee: A professional growth committee shall be established. The committee shall consist of two (2) representatives appointed by the District and two (2) representatives appointed by CSEA. These four (4) committee members may appoint another District employee as a fifth committee member.
- 26.4 Authority and Responsibility of the Professional Growth Committee: It shall be the responsibility of the professional growth committee to meet with applicants, review requests for college/university classes, vocational training, career plans and supporting documents. The committee shall prepare operational procedures and submit them to the Board of Trustees for approval.

The committee will submit a recommendation for acceptance or denial of the applicants' requests to the Superintendent for submission to the Board of Trustees for final approval. The committee shall be limited to recommendations which fall within the existing fund balance.

- 26.5 Application, Career Plan, and Continued Eligibility: Each bargaining unit member wishing to be considered for professional growth assistance shall submit an application and career plan on an approved form to the Professional Growth Committee. Continued eligibility for training assistance shall be subject to verification of satisfactory participation in the course work and other training by the Professional Growth Committee. The application and career plan shall include the following components:
- (1) A career plan outlining his/her career goals with the District which demonstrates benefit to the District, and a description of the course-work, and vocational training needed to achieve his/her goals. Included would be a cost estimate for tuition, registration, fees, books, release time requested, etc.
  - (2) The applicant would include in the application a commitment for employment to the District following completion of the requested training. If the approved commitment for employment to the District is not completed, the unit member would be required to repay the cost of the investment to the District.
  - (3) If unpaid leave is requested, the recommendation would be submitted to the Superintendent for submission to the Board of Trustees. If release time is requested, the costs associated with such leave will be included in the initial training request costs. It would be subject to approval as a component of the original application and career plan and subject to approval by the immediate supervisor.

- (4) In order to qualify for prepayment or reimbursement, any costs associated with this plan must be pre-approved by the Professional Growth Committee and submitted to the Superintendent for approval by the Board of Trustees.

#### **ARTICLE 27 - COMPLETION OF MEET AND NEGOTIATION**

- 27.1 During the term of this Agreement, except as provided in sections 27.2 and 27.3 of this article, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the district shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 27.2 This Agreement shall be reopened for negotiations on the 2020-2021 salary schedule, benefits under Article 12, and up to two (2) additional articles which may be selected by each party (maximum of four), provided that one party gives the other written notice of its intention to reopen negotiations no later than May 31, 2020.
- 27.3 This Agreement shall be reopened for negotiations on the 2021-22 salary schedule, benefits under Article 12, 2021-22 calendar, and up to two (2) additional articles which may be selected by each party (maximum of four), provided that one party gives the other written notice of its intention to reopen negotiations no later than March 15, 2021.
- 27.4 Except as provided in Sections 27.2 and 27.3 of this Article, Section 18.5 of Article 18, and Section 22.2 of Article 22, this Agreement shall remain in full force and effect without further amendments unless the parties mutually agree otherwise.

#### **ARTICLE 28 - DURATION**

Length of Agreement: This Agreement shall be effective July 1, 2019 and remain in full force and effect up to and including June 30, 2022 and shall continue from day to day until such time as a new or modified Agreement is reached by the parties.

#### **ARTICLE 29 – POSITION CLASSIFICATION PLAN**

##### **29.1 The Classified Service**

##### **29.1.1 Positions Included**

All positions established by the Board of Trustees which are not exempt from the classified service by law or in Article I shall be a part of the classified service. All employees serving in these classified positions shall be classified employees. The employees and positions shall be known as the classified service.

### 29.1.2 Professional Expert Assignments

When a professional expert assignment is to be made, the administration shall submit to the Assistant Superintendent of Personnel Services a description of the project, its duration, and the duties to be performed. Professional expert assignments shall not be made to avoid payment of overtime to the assigned employee, nor shall a short-term position be filled by a professional expert assignment if the duties and responsibilities fit an existing class for which a reemployment list exists.

When the person is known who is to be appointed a professional expert, his name and data relative to his qualifications shall be submitted to the Assistant Superintendent of Personnel Services as a professional expert shall not exceed six months except as may be approved by the Board of Trustees.

### 29.1.3 Short-Term Positions and Employees

If positions properly a part of the classified service are specially funded and, as a result of the special funding provisions, employment is restricted to persons in a low income group, from designated impoverished areas, or other criteria which precludes employment through the normal competitive process, the positions shall, in addition to the assigned title, be designated as "Short-Term."

Persons employed in "Short-Term" positions shall be classified employees for all purposes except: (1) they may not obtain permanent status, (2) they shall not be accorded seniority rights, (3) they may not be given provisional appointments concurrent with status in a short-term position, and (4) they are not eligible to compete in promotional examinations in the regular classified service.

Employees serving in "Short-Term" positions may, after completion of 195 working days, or 75 percent of a school year including holiday, sick leave, vacation and other leaves of absence, irrespective of number of hours worked per day, take the next competitive examination that is given for the class in which they are serving. If an employee successfully completes the examination, and attains placement on the eligibility list, as a result thereof, and regardless of his numerical standing on the eligibility list, he shall be considered a part of the regular classified service even though he may continue to serve in a short term position, and be accorded full rights and benefits and burdens of a regular classified employee. Seniority rights shall be counted as of the date of his initial appointment to the short-term position.

## **29.2 General Classification Rules**

### **29.2.1 Assignment of Duties**

The Governing Board shall prescribe the duties and responsibilities of all positions in the classified service.

When the duties being performed by an employee are found to be inconsistent with the duties officially assigned to his position, the Assistant Superintendent of Personnel Services shall report the facts to the responsible administrator and take any appropriate action as may be necessary.

### **29.2.2 Classification Plan**

The Governing Board shall classify all positions and employees that fall within the classified service, and such other positions and within the scope of the classified service. This includes, but is not limited to allocating positions to appropriate classes into occupational hierarchies, determining reasonable relationships within and among occupational hierarchies, and preparing written class specifications for bargaining unit members.

### **29.2.3 Creation and Adjustment of Classes**

The Governing Board shall adopt a position classification plan and may create new job titles and abolish, divide, or combine existing classes within the classification plan as the needs of the classified service require.

### **29.2.4 Nature of the Classification Plan**

The Governing Board shall establish and maintain a plan of classification for all positions in the classified service. Classes will be placed in groups according to general occupational nature and, within groups, shall be listed in series by specific occupation. The plan shall indicate the class(s) in each series which are usually filled by open competitive examination. Those classes not so designated shall be considered as promotional classes, provided that the Governing Board shall designate when it orders an examination whether the examination shall be open, promotional, or a combination of both. The list of classes shall contain designation of the salary rate or range applicable to each class.

### **29.2.5 Class Specifications**

For each class of positions, as initially established or subsequently approved by the Governing Board, there shall be established and maintained a class specification, which shall include:

- (1) The official class title.
- (2) A definition of the class, indicating the type of duties and responsibilities and placement within the organizational scheme.

- (3) A statement of the typical tasks to be performed by persons holding positions allocated to the class.
- (4) A statement of the minimum qualifications for service in the class. The minimum qualifications may include education, experience, knowledge, skills, abilities, and personal physical traits and characteristics, etc.
- (5) License or other special requirements for employment or service in the class.
- (6) Any additional qualifications considered desirable that any person considered for employment who possesses them may be given additional credit in the evaluation of his/her qualifications, even though such additional qualifications are not prerequisites for consideration for employment.

#### 29.2.6. Interpretation of Class Specifications

The class specification and their various parts are declared to have the following force and effect:

The definition and typical tasks are descriptive and explanatory only and not restrictive. They indicate the kinds of positions that should be allocated to the respective classes as determined by their duties, responsibilities and qualification requirements, and do not prescribe what these details shall be in respect to any position. The use of a particular expression or illustration as to duties, responsibilities, qualification requirements or other attributes is typical or descriptive of the class and does not exclude others not mentioned but of a similar kind and/or quality as determined by the Governing Board.

The class titles used in the classification plan are to be used as payroll titles and in connection with any personnel record or transaction.

In determining the class to which any position shall be allocated, the specification for each class is considered as a whole. Consideration is given, not to isolated clauses, phrases or words, apart from their context and from illustrative information in other parts of the specifications but to the general duties, responsibilities, specific tasks and qualifications requirements as affording a picture of the positions that the class includes.

Each class specification is construed in its proper relationship to other specifications, particularly those of classes in the same series and group of classes, in such manner as to maintain a proper gradation in the series in which the class is located and proper differentiation within the group of classes.

Qualifications commonly required of the incumbents of all or many offices or positions, such as good physical condition, freedom from disabling defects, honesty, sobriety, and industry even though not specifically mentioned in the specifications, are implied in the qualification requirements.

The statement of qualification requirements, when considered with other parts of the specification, is to be used as a guide in the announcement and preparation of tests and in the evaluation of the qualification of candidates seeking appointment to positions

allocated to the class, but does not require a particular form on content of test or testing procedures. Education and/or experience patterns represent minimum recruitment qualifications. Persons not meeting the education and experience or promotional qualifications where indicated, will not be considered further for employment in the class.

#### **29.2.7 Allocation of Positions to Classes**

All positions substantially similar as to the duties performed and the responsibilities exercised by the incumbents of such positions and as to their qualification requirements shall be allocated to the same class.

#### **29.2.8 Classification of New Positions**

Whenever a new position is created, the Assistant Superintendent of Personnel Services shall submit to the Superintendent or designee, in writing, the duties to be performed and the responsibilities to be assigned, which shall:

Classify the position and determine whether the position should be allocated to an existing class or to a new class.

If a new class is required, the Assistant Superintendent of Personnel Services shall submit to the Superintendent or designee recommendations of minimum qualifications. Designation of proper salary placement shall be subject to the approval of the Board of Trustees.

#### **29.2.9 Changes in the Duties of Positions**

Before any substantial changes in the duties of existing positions can be assigned, these changes shall be appropriately negotiated with CSEA and approved by the Superintendent. If a change in classification is required, the Governing Board shall approve the change in duties for the position.

#### **29.2.10 Working Out of Class**

When an employee is required to work out of classification, the fact shall be reported in writing by the employee or the immediate supervisor to the Superintendent or designee, who shall investigate and take such action as may be required, based on the facts. This rule shall not be construed as permitting an employee to refuse to perform duties assigned by competent authority.

#### **29.2.11 Temporary Assignment of Other Duties**

- (1) A regular classified employee may be required to work out of his/her assigned classification for a period not to exceed five working days in any fifteen calendar-day period without receiving any salary adjustment.
- (2) When it has been determined that it is necessary to require a regular employee to work out of his/her assigned classification for a period of six (6) or more working days in any 15 calendar-day period the following provisions shall apply:

If the classified employee is temporarily assigned to a higher classification, the employee shall receive, on a pro rata basis, an adjustment in salary to the salary range of that classification, and then to the step of their range that will provide the employee at least a 5% increase above the employee's regular salary for the duration of the assignment.

If the employee is temporarily assigned to an equal or a lower classification, the employee shall receive a salary equal to that of his/her present assignment.

After the fifth day working in a higher classification, the salary adjustment shall be retroactive to the first day of the assignment of new duties and shall terminate the date the employee is no longer required to work out of his/her assigned classification.

Working out of class assignments are designed for temporary situations and shall not be used to place an employee in a long-term or permanent assignment in a different classification. No employee shall be assigned to work out of class for more than 90 working days without the approval of the Board of Trustees. An example of the kind of exemption allowed by the Board of Trustees would be the temporary replacement of an employee on a long-term leave where the employee is assigned to work out of class for the duration of the absent employee's leave.

The Office of Personnel Services shall be notified in writing for all employees who are required to work out of their assigned classification for more than five (5) working days in any fifteen (15) calendar-day period so that a review may be conducted to determine the appropriate pay differential for the temporary assignment and/or the need to create a new classification.

All requests for working out of class must first be approved by a supervisor. A claim for pay differential for working out of class shall be submitted to the Assistant Superintendent of Personnel Services within thirty (30) days of assignment by the employee or the supervisor. The Personnel Services staff will notify the supervisor upon receipt of a claim submitted by an employee.

#### 29.2.12 Appeal of Classification

An employee may appeal the classification of his/her position to the Assistant Superintendent of Personnel Services. He/she shall submit his/her request, in writing, to his/her immediate supervisor and shall forward a copy of his/her request to the Assistant Superintendent of Personnel Services. His/her request shall clearly state the reason for his/her appeal. The supervisor of the employee shall verify all duties assigned to the position and submit a report to the Assistant Superintendent of Personnel Services. The Assistant Superintendent of Personnel Services shall investigate the appeal and make any recommendations to the Governing Board.

#### 29.2.13 Review of Positions

Classification studies based on an analysis of duties and responsibilities of existing positions shall be initiated by the Assistant Superintendent of Personnel Services whenever there is an indication of a substantial change in duties and responsibilities.

### 29.2.14 Deletion of Class Descriptions

When the Governing Board has terminated all authorized positions in a class, the Assistant Superintendent of Personnel Services shall delete the class description from the list of class descriptions approved by the Governing Board. Governing Board approval shall be required to re-establish the class description.

### 29.2.15 Positions Requiring Special Requirements

The Board of Trustees may designate positions within a class which require the holder of the position to speak, read and write a language in addition to English or the possession of a valid driver's license.

The Board must clearly set forth valid reasons for placing special requirements on a position.

An announcement calling for an examination for a class with position(s) containing special requirements will contain appropriate information and will indicate that successful candidates possessing the special requirements will be given preference over other successful candidates, as authorized, but only as to those specific positions.

## **29.3 Reclassification**

### 29.3.1 Reclassification Policy

The Assistant Superintendent of Personnel Services will receive requests for classification or reclassification studies which are submitted by the administration, by employees, or by employee representatives, and may direct appropriate staff study of the requests. In addition, the Governing Board may initiate classification or reclassification studies. Further, it is a policy of the Board of Trustees that a classification study of all classified positions will be conducted every decade.

### 29.3.2 Effective Date of Reclassification

Reclassification of a position shall become effective on the date prescribed by the Governing Board with due consideration to budget implications and shall not have retroactive effect. Effective dates may be set sufficiently in the future to allow time for examinations to be completed, but such examinations shall be completed promptly.

### 29.3.3 Effects on Incumbents

#### (1) Reclassification Upward

When all of the positions in a class are reclassified to a higher class, the incumbents of the position who have completed probation may be reclassified with their positions by the Governing Board. When a portion of the positions within a class are reclassified to a higher class, an incumbent who has a continuous employment record of two or more years in one or more of the positions being reclassified may be reclassified with his position as provided by this rule.

The basis for reclassification must be a gradual accretion of duties and not a sudden change occasioned by a re-organization or the assignment of completely new duties and responsibilities.

An examination shall be given when the incumbent has not been in the position for two or more years or when there is no evidence of gradual accretion of duties.

A qualifying examination under this rule is defined as one in which only incumbents of reclassified positions may compete. Incumbents must meet the minimum qualifications, and the examination shall be rated as "passing" or "not passing" rather than by a numerical score. The Governing Board shall determine those instances when equity and the good of the service require the holding of such examinations. Incumbents who are unsuccessful on an examination may be transferred, demoted or laid off.

An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification for a period of at least two years from the initial action.

#### (2) Reclassification at the Same Level

When a position or group of positions is reclassified to a class with an equal or lower wage or salary range, an incumbent shall have the following rights:

The right to displace the employee with the least seniority in the class, provided the incumbent has greater seniority in the class. The right to displace an employee with the least seniority in any equal or lower class in which the incumbent formerly served, provided that he had greater seniority in that class.

The right to be demoted or to transfer, with examination, to the class to which his position is reclassified.

The employee may choose to transfer, demote, or exercise displacing rights at his/her option, and his/her choice shall not affect his/her right under Article 29.3.4.

#### 29.3.4 Reemployment Lists for Displaced Incumbent

Any displacement of a regular employee resulting from a reclassification of a position, positions, or class of positions shall be considered a layoff for lack of work and the procedure outlined in Article 18 of this agreement shall be followed.

### **ARTICLE 30 – APPLICATION AND EXAMINATION**

#### **30.1 Application for Employment**

##### **30.1.1 Filing of Applications**

All applications for employment should be made upon official forms authorized by the Personnel Services office. Applications may be filed at the Personnel Services office anytime during business hours. Applications filed in response to a specific job announcement must be on file in the Personnel Services office on or before the time specified in the examination announcement. Applicants must file a separate and complete application for each examination they desire to participate in, except as approved by the Assistant Superintendent of Personnel Services. All applications must be filled out as directed.

##### **30.1.2 General Qualifications of Applicants**

- (1) Employees are selected, retained, promoted and dismissed on the basis of merit and fitness. There is no discrimination, nor shall any questions be asked relating to race, color, religion, political affiliation, sex, age, national origin or marital status.
- (2) All applicants must meet the minimum qualifications that are specified in the class descriptions approved by the Board of Trustees and be mentally and physically able to perform the duties of the position for which they are applying. Handicapped persons shall be given equal employment opportunity and reasonable accommodation for employment shall be made. Knowledge of the English language is essential.
- (3) All applicants must be United States citizens or be legally authorized to work in the United States, possessing appropriate work permit cards.

##### **30.1.3 Disqualification of Unfit Applicants, Candidates and Eligibles**

An applicant or candidate may be refused examination, and an eligible may be refused certification or appointment, for any of the following reasons:

- (1) Failure to meet the general qualifications of Article 30.1.2, General Qualifications of Applicants.
- (2) Refusal to take or sign the Oath of Allegiance may be grounds for disqualification.

- (3) Advocacy to overthrow the Government of the United States or the State of California by force, violence or other unlawful means may be grounds for disqualification.
- (4) Conviction of or pleading guilty to a narcotics offense (as defined by E.C. 44011), a controlled substance (as defined by E.C. 44011), a crime of moral turpitude, any sex offense (as defined by E.C. 44010), mistreatment of children, or who has been determined to be a sexual psychopath (as defined by E.C. 45124). ~~Other convictions may be grounds for disqualification, such as various felonies, and/or misdemeanors of a serious nature.~~
- (5) A person may be disqualified for failure to reveal all convictions on the application form. A person's conviction record will be evaluated on the following basis; nature, seriousness and circumstances of the offense(s); age of the person at the time of the offense and recency of the offense; number of convictions; relationship of the offense to the position applied for; evidence of rehabilitation and maturing, including the employment record with respect to job responsibility and duration; truthfulness in admitting the offenses; person's attitude and duties of the class.
- (6) Criminal, infamous, dishonest, immoral or disgraceful conduct.
- (7) Intentionally making a false statement, omitting a statement or misrepresentation as to any material fact on the application. (Any of the above may not only disqualify a person but may also subject that person to removal after employment).
- (8) Habitual use of intoxication beverages or drugs may disqualify a person.
- (9) Practicing any deception or fraud in connection with an examination to secure employment.
- (10) Dismissal from previous employment for cause if the cause would have subjected the applicant to dismissal by the District.
- (11) Previous dismissal from the District.
- (12) Physical or mental unfitness for the performance of the duties of the class, not subject to reasonable accommodation. Failure to submit to or pass pre-employment medical evaluations (may include drug screening).
- (13) Dishonorably discharged from the Armed Forces of the United States.
- (14) A person may be disqualified for failure to report for duty after accepting an employment offer or for not being available to report for an interview or work.

- (15) A person may be disqualified for serious or numerous traffic violations when driving is part of the duties of the class.
- (16) A person may be disqualified for failure, after due notice, to report promptly for review of any of the above basis for rejection.
- (17) A person may be disqualified for refusal to furnish testimony at a hearing or investigation before the Board of Trustees.
- (18) Conviction of a felony.
- (19) Used or attempted to use political or other coercion, pressure, or bribery to secure an advantage in the examination or appointment.
- (20) Directly or indirectly obtaining or seeking to obtain question(s) to be utilized in any examination given or to be given by the Personnel Services office.

#### 30.1.4 Rejection and Appeal From Rejection

- (1) Anyone disqualified based on Section 30.1.3 shall be notified in writing indicating the reasons for disqualification and advising the applicant that he/she has seven (7) calendar days to appeal the decision to the Assistant Superintendent of Personnel Services. The appeal may be based on either of the following reasons:
  - (A) Unlawful discrimination of any kind, including but not limited to discrimination on the basis of race, color, creed, sex, national origin, marital status, age, or disability not subject to reasonable accommodation.
  - (B) A reasonable factual basis does not exist to support the decision.
- (2) Anyone who has appealed the disqualification shall conditionally be permitted to take the examination pending final decision.
- (3) Upon receipt of the appeal, the Assistant Superintendent of Personnel Services shall set a date for a hearing and hear all the evidence. The Assistant Superintendent of Personnel Services shall make a decision and if in favor of the person, he/she shall be notified and given rights as though the rejection had not occurred. If the Assistant Superintendent of Personnel Services decision is to deny the appeal, the person may only appeal to the Board of Trustees.
- (4) Upon receipt of an appeal, the Board of Trustees shall conduct a hearing, receive evidence and render a decision. If the Board of Trustees' decision is in favor of the person, he shall be given rights as though the rejection had not occurred. If the Board of Trustees' decision is to deny the appeal, such decision shall be final.
- (5) Any appointments made during the appeal shall not be disturbed.

### 30.1.5 Application Forms are Property of the Personnel Services Office.

Applications and examination papers are confidential and shall not be returned to the applicant. Data shall be open to appropriate staff members.

### 30.1.6 Applicants Names Are Confidential

The names of the applicants or unsuccessful candidates in any examination are confidential and shall not be made public.

## 30.2 Purpose and Character of Examinations

- (1) The purpose of an examination is to provide equal opportunity for all qualified candidates to demonstrate their relative fitness in relationship to the skills, knowledge, abilities and traits required for the class.
- (2) Examinations may be composed of an application screening, a written, oral, performance, assessment center, practical demonstration, or any combination necessary which meets such purpose.
- (3) It is the intent of the Board of Trustees that the most appropriate method of testing be used which is both job related, which has the least adverse impact, with due consideration for factors of time and cost of administration.

### 30.2.1 Promotional Examination

Examinations shall, where practicable, as determined by the Assistant Superintendent of Personnel Services, be limited to promotional applicants. When no promotional field of competition exists or when there is doubt of its adequacy, the Assistant Superintendent of Personnel Services may order an open examination or a simultaneous open and promotional examination. Promotional examinations shall be restricted to permanent employees of the District. Permanent employees of the District who have been laid off for lack of work and/or lack of funds are eligible for promotional examinations for a period of 39 months after layoff.

### 30.2.2 When Held

Whenever it is necessary to fill existing or anticipated vacancies in the classified service and an appropriate eligibility list does not exist as determined by the Assistant Superintendent of Personnel Services, the Assistant Superintendent of Personnel Services shall direct the holding of an examination to provide eligibles. At least five working days' advance public notice of such examination shall be given except for those positions which the Board of Trustees has authorized as open and continuous testing. This notice shall be posted on the bulletin board in the Personnel Services office and notices shall be sent to all work sites for posting on their bulletin boards.

The notice of testing shall contain the following facts:

- (1) Description and the scope of duties and responsibilities of the position and class.

- (2) Minimum qualifications required.
- (3) Salary and/or other form of compensation.
- (4) The last date for filing an application.
- (5) Such other information as will assist the employee and the public in fully understanding the nature of the employment and the procedures necessary to participate in the examinations.
- (6) In cases of open competitive examinations, advertisements for the position will be placed in the newspaper(s) as required and as determined by the Assistant Superintendent of Personnel Services. Other means of advertising shall also be used at the discretion of the Personnel Services office to obtain the best qualified candidates.

### 30.2.3 Who May Compete

- (1) Competitive examinations for positions in the classified service shall be open to all applicants who meet the minimum qualifications who are not rejected as provided in Article 30.1.3, provided that the examinations may be restricted to promotional candidates at the discretion of the Assistant Superintendent of Personnel Services.
- (2) Employees of the District shall be given ample release time off to compete in examinations/interviews, providing their supervisor has been given ample notification. There shall be no deduction of pay or other penalty, provided the employee received approval from his/her immediate supervisor.

In the case of a work emergency preceding the release of the employee(s) for the examination/interview, a substitute may be authorized by the Assistant Superintendent of Personnel Services.

### 30.2.4 Notice to Qualified Applicants as to Examination Time

- (1) Each applicant who has been approved to take the test shall be notified a reasonable time in advance of the time, date, and place of the examination, and such notice shall be the applicant's authorization to take the examination.
- (2) No candidate may be admitted to any examination without such authorization and further evidence of a person's identity may be required in the form of a driver's license or other identification with a picture.

### 30.2.5 Character of Examinations

- (1) Examinations may be written or oral in the form of a practical demonstration of skill and ability or any combination of these. Any investigation of education, experience, character or identity, and test of technical knowledge,

manual skill, or physical and mental fitness, which in the judgment of the Assistant Superintendent of Personnel Services serves this end, may be employed. Calculators will be permitted for accounting tests and will be provided by the Personnel Services office.

- (2) All questions used by oral interview boards in the establishing of eligibility lists will be presented to the Assistant Superintendent of Personnel Services for review and approval.
- (3) Applicants for Paraeducator positions will be given a proficiency test in accordance with California Education Code 45344.5 in order to qualify to work as Paraeducators. Since this test is a pass/fail for qualification, an additional test will be administered each year to new applicants and those still on existing eligibility lists in order to rank them on the new eligibility list for that year.

### 30.2.6 Examination Procedures

The following procedures shall be explained to all candidates for tests administered by the Personnel Services Office:

- (1) Candidates must take the test on the prescribed date, time and place.
- (2) No candidate may be admitted once the test instructions have begun.
- (3) All necessary explanations shall be made to all candidates and no question shall be explained to a candidate individually.
- (4) Proctors are forbidden to explain the meaning of or to make remarks relating to any question that may assist in its solution.
- (5) The time limit, if any, shall be announced at the beginning of the test and the ending time shall be posted.
- (6) Communication, assistance, etc., between candidates during a test is strictly prohibited.
- (7) During a test, no candidate shall be permitted to leave the room except in case of emergency and only with the proctor's permission.
- (8) No more than one person may be allowed to leave the room at any one time and none may temporarily leave the room once a candidate who has completed the test has left the room.
- (9) All test materials, scratch paper, answer sheets, etc., shall be collected before a candidate is permitted to leave.

### 30.2.7 Late Test Administration

- (1) Since examinations have a significant impact on a candidate and since there are extenuating circumstances which are often beyond a candidate's control, late test administrations may be authorized if test conditions can be closely reconstructed.
- (2) If appropriate written proof is submitted, late test administrations may be granted in the following situations: when a test is scheduled and said date conflicts with a religious observance; if the candidate or a family member is ill; if there is a death in the family; if the candidate has been ordered to active military service for less than 31 days; when the candidate has been called to jury duty, or when the candidate has significant personal business which if not conducted could lead to substantial financial loss. Any unusual request will be submitted to the Personnel Services office for review.
- (3) Written requests for late test administration must be submitted with verification of the reason for such request as soon as possible and will be granted depending upon a variety of circumstances in recreating the testing procedure.
- (4) If a request of a late test administration is granted, the candidate will be required to sign a statement stating that he/she has not been in contact with any person who has taken the test or who had knowledge of the test content and that questions in the test had not been seen or discussed.

### 30.2.8 Examination Weighting

The relative weights of the different parts of the examination shall be determined by the Assistant Superintendent of Personnel Services. All examination papers shall be prepared, administered and rated under the direction of the Assistant Superintendent of Personnel Services.

### 30.2.9 Passing Score

Applicants may be required to attain a designated minimum score on each part or on combined parts of the examination to qualify for a position on the eligibility list.

### 30.2.10 Examination Papers

All examination papers submitted by applicants are the property of the Personnel Services office and are confidential records.

### 30.2.11 Veteran's Preference

(Ref: Education Code Sections 45294-45296, and Public Law 105-8 (Title XI, Section 1102))

- (1) Veterans who receive a final passing score in a classified entrance examination shall have additional points added to their final examination score. An entrance examination is defined as an examination for employment with the District that

provides for initial entry into the classified service in any non-management classification in the amount prescribed by Education Code Section 45296.

- (2) A "veteran" as used in this article, means any person who has served at least 30 days of active service in the Air Force, Army, Navy, Marine Corps, or Coast Guard, or as a nurse on active duty with the Red Cross, in a time of war or national emergency declared by the President of the United States of America, and who has been discharged or released under conditions other than dishonorable (Education Code Section 45294).
- (3) Active service dates are indicated below:
  - (A) World War II December 7, 1941 to December 31, 1946
  - (B) US Public Health Service July 29, 1945 to December 31, 1946 or June 26, 1950 to July 3, 1952
  - (C) Korean Conflict June 27, 1950 to January 31, 1955
  - (D) Vietnam Conflict August 5, 1964 to May 7, 1975
  - (E) Persian Gulf Conflict August 2, 1990 to the date when the Persian Gulf hostilities end.

Service for which a veteran received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal for:

1. Hostilities in Lebanon June 1, 1983 - December 1, 1987
  2. Hostilities in Grenada October 23, 1983 - November 21, 1983
  3. Hostilities in Panama December 20, 1989 - January 31, 1990
- (4) Veterans (as defined), except disabled veterans, shall have five (5) points added to their final passing score in entrance examinations.
  - (5) Disabled veterans, as defined by Education Code Section 45294, who are currently declared in writing by the United States Veterans Administration to be at least 10 percent or more disabled as a result of service in the armed forces, shall have ten (10) points added to their final passing score in entrance examinations.
  - (6) In order to obtain veteran's credit, the applicant shall submit their form DD-214 at the time of application and must furnish satisfactory proof of discharge that is other than dishonorable. Failure to submit a form DD-214 by the filing deadline shall result in no veteran's credits being considered or added to any passing score. Veterans must resubmit their DD-214 for each examination in order to be considered.
  - (7) Although an applicant may request veteran's credits for more than one exam, preference points will only be added to a passing score upon initial entry into non-management classified employment.

- (8) No veteran's preference points will be awarded for examinations run as promotional-only.

### **30.2.12 Notice of Final Score**

Each successful competitor shall be notified of his/her final score and of his/her relative standing on the eligibility list. Each candidate whose score was less than the required minimum shall also be notified that they did not successfully pass the examination.

### **30.2.13 Credit for Intern-Type Experience**

- (1) Credit maybe given, in the form of preference points, for the completion of any federal, state, or private intern-type training program.
- (2) Credits would apply only to entry-level, open-testing applicants and would not be used to place any open candidate in front of a promotional candidate on an eligibility list.

## **ARTICLE 31– EMPLOYMENT LISTS**

### **31.1 Eligibility Lists**

#### **31.1.1 Establishment and Life of Eligibility Lists**

- (1) After an examination for any class is completed, names of the candidates shall be arranged on a list in the order of their qualifying grades. This list shall be designated as an "eligibility list" for that class.
- (2) After the eligibility list has been certified by the Assistant Superintendent of Personnel Services, it shall then be considered as "established." Complete eligibility lists shall be presented to the Board of Trustees as informative reports. The length of time during which an eligibility list shall remain in force shall be one year.

A list shall not be extended if the list has been exhausted or if a new list for the same class has been established during the year, even though there has been a merger of lists. In all other cases an eligibility list shall be extended until such time as a new list for the class shall be established, but not to exceed two years.

- (3) Any person whose name remains on an eligibility list at the time of the scheduling of a new examination for the same class shall be notified by the examiner if a new application form is needed. Any names remaining on the extended eligibility list at the time of the establishment of a new eligibility list within the same class shall be automatically dropped.
- (4) An eligibility list for a class shall be applicable to all positions in that class throughout the District.

### 31.1.2 Reemployment from Layoff Lists

- (1) There shall be established for each class a reemployment list which shall take precedence over all other employment lists in appointment. This list shall contain the names of all permanent (non-substitute) classified service employees who have been laid off or demoted from any positions because of lack of work or lack of funds. Names shall be placed on the eligibility list according to seniority.
- (2) After a period of 39 months from the date of layoff (or 63 months in the case of a reduction in class or hours), any name remaining on a reemployment list shall be removed.

### 31.1.3 Termination of Eligibility Lists

- (1) An eligibility list is automatically terminated one year from the date of its approval unless previously extended by the Assistant Superintendent of Personnel Services.
- (2) An eligibility list is automatically terminated two years after its approval unless previously terminated.
- (3) An eligibility list may be terminated by the Assistant Superintendent of Personnel Services when no eligible is available for appointment to a specific permanent position in a class or when there are fewer than three eligibles remaining on the list in its second year of existence.
- (4) An eligibility list is automatically terminated when, in the second year of its existence, a new list for the class is established.

### 31.1.4 Consolidation of Eligibility Lists

- (1) If a new examination in a class is given during the first year of the life of an existing list, the examination shall be sufficiently similar to the previous examination to ensure the comparability of the scores of eligibles. The new list shall then be merged with the existing list with eligible ranked in the order of the examination score, plus additional points where applicable. Promotional lists shall be merged only with promotional lists, etc.
- (2) When lists are consolidated under this rule, the earlier list shall be terminated one year after its establishment, and those eligibles' names shall be removed from the consolidated list.

### 31.1.5 Eligibility After Appointment

An eligibility list shall be used for full-time, part-time, regular and short-term assignments in a class. An eligible who accepts part-time employment shall be eligible to transfer to full-time employment, and an eligible who accepts short-term employment shall continue to be eligible for regular appointment.

### **31.1.6 Removal of Names From Eligibility Lists**

The name of an eligible may be removed from the eligibility list by the Assistant Superintendent of Personnel Services for any of the following reasons:

- (1) A written request by the eligible for removal.
- (2) Failure to respond to a written inquiry regarding availability for employment.
- (3) Three waivers of certification during the life of the eligibility list except as provided in Article 31.2.5.
- (4) Any of the causes listed in Article 30.1.3
- (5) Failure to respond to an interview after certification.
- (6) Refusing an employment offer after having been properly certified as an eligible for appointment.

### **31.1.7 Reclassification or Reallocation and/or Eligibility Lists**

The reclassification or reallocation of all incumbents and positions in a given class shall automatically reclassify and/or reallocate the employment list for the class. The Board of Trustees shall, in each case of reclassification, review the appropriateness of the eligibility list and determine whether or not it should be reclassified.

## **31.2 Certification for Employment Lists**

### **31.2.1 Order of Precedence**

The names of eligible persons or employees, who are available to accept employment, shall be certified for appointment from the following employment lists for the classification.

- (1) **Reemployment (Layoff).**  
List of persons laid off or demoted due to lack of work or lack of funds shall be given preference to new applicants for a period of 39 months; employees who take voluntary reductions in assigned time or voluntary demotions in lieu of layoff are afforded an additional 24 months for a total of 63 months' reemployment rights.
- (2) **Transfer/Voluntary Demotion candidate; Promotional candidate; and Open Eligible candidate Hierarchy of the Certified Eligibility List**  
If there are three (3) or more eligible transfers or voluntary demotion candidates, the hiring authority must select from that list of Transfer/Voluntary Demotion candidates. If there are two (2) or less transfer/voluntary demotion candidates, the hiring authority must select an eligible candidate from the top five (5) ranks (i.e., Certified Eligibility List). Rank hierarchy on the Certified Eligibility List is determined as follows:

**Rank #1** If there exists two (2) or fewer transfer/voluntary demotion candidates, those names together define the number one (1) rank. If no transfer/voluntary demotion candidates exist, then any and all Promotional candidates become the number one (1) rank. If no transfer/voluntary demotion candidates exist and no promotional candidates exist, then the number one (1) rank on the Open Eligibility List will become the number one (1) rank on the Certified Eligibility List.

**Rank #2** If Rank #1 is defined by transfer/voluntary demotion candidates then Rank #2 will be defined by the name(s) of any and all Promotional candidates. If Rank #1 is defined as any and all Promotional candidates then Rank #2 will be defined as the number one (1) rank on the Open Eligibility List. If Rank #1 is defined by the number one (1) rank on the Open Eligibility List then Rank #2 will be defined as the number two (2) rank on the Open Eligibility List.

**Ranks #3 thru #5** Ranks three (3) through five (5) will always be defined as ranks from the Open Eligibility List. There are three circumstances that will define Ranks #3 through #5 differently.

**Let T = transfer/voluntary demotion; P=Promotional; and O=Open eligibility list, thus:**

| <b>Certified Eligibility List</b> | <b>Circumstance Number 1</b> | <b>Circumstance Number 2</b> | <b>Circumstance Number 3</b> |
|-----------------------------------|------------------------------|------------------------------|------------------------------|
| <b>Rank #1</b>                    | <b>T</b>                     | <b>T or P</b>                | <b>O rank #1</b>             |
| <b>Rank #2</b>                    | <b>P</b>                     | <b>O rank #1</b>             | <b>O rank #2</b>             |
| <b>Rank #3</b>                    | <b>O rank #1</b>             | <b>O rank #2</b>             | <b>O rank #3</b>             |
| <b>Rank #4</b>                    | <b>O rank #2</b>             | <b>O rank #3</b>             | <b>O rank #4</b>             |
| <b>Rank #5</b>                    | <b>O rank #3</b>             | <b>O rank #4</b>             | <b>O rank #5</b>             |

The eligible(s) not selected shall have their names returned to the eligibility list, and the eligible selected will be removed from the eligibility list.

### 31.2.2 Procedure When Fewer Than Five Names Remain for Certification

- (1) When fewer than five eligibles are available from the reemployment and promotional lists, sufficient names shall be certified from the open list to allow a choice of five eligibles.
- (2) When fewer than five eligibles are available for certification, the available eligibles shall be certified; however, the supervisor may choose not to appoint any of them and may request a new examination.

### 31.2.3 Waivers of Certification

- (1) An eligible may, without penalty, make himself unavailable for certification to specific locations or shifts and to part-time or full-time positions and to limited term or permanent positions by notifying the Personnel Services office, in writing.

- (2) Certification of eligibles who have made themselves unavailable shall not be made, provided that eligibles may revise or withdraw their unavailability in writing.
- (3) An available eligible may waive certifications twice without penalty. At the time a third waiver is granted, an eligible shall have his/her name removed from the eligibility list.
- (4) At the time an eligibility list is established, each eligible shall be notified of his/her responsibilities as an eligible.

#### **31.2.4 Procedure of Certification and Appointment from Eligibility Lists**

- (1) Requests not to fill vacant positions shall be submitted by the Superintendent or his/her designee, in writing, to the Personnel Services office.
- (2) When a position is to be filled, the appointing authority shall notify the Assistant Superintendent of Personnel Services (or designee) of the fact and of the date of the anticipated need. The request for certification shall state the class title, hours and location of employment, and other pertinent information as required by the Assistant Superintendent of Personnel Services.
- (3) The Assistant Superintendent of Personnel Services shall ascertain the availability of eligible candidates and shall certify five ranks to the appointing authority in accordance with these rules. The appropriate transfer, demotion and reinstatement requests shall also be certified to the appointing authority.
- (4) The Assistant Superintendent of Personnel Services or designee shall contact eligibles to ascertain their availability to participate in selection interviews using the most efficient means available. When necessary, and during the period of time that school is in session, staff will provide eligibles a minimum of three working days to respond after the date the notice is made, and when school is not in session, eligibles will have a minimum of five mail delivery days to respond after notice is made.
- (5) The Supervisor shall make a selection from the persons certified and shall notify the Assistant Superintendent of Personnel Services, who shall see that the necessary employment procedures are carried out.
- (6) If the candidate who has been certified as eligible for appointment to a position fails to keep his/her interview appointment or, at the interview declines the position, the supervisor may fill the vacancy from the remaining certified eligible or may request additional certification to permit selection from up to five eligible.
- (7) No substitute, temporary or short-term employee shall be assigned to a position in lieu of a regular employee when an eligible who was certified and selected to fill the position is available for employment.

- (8) An employee selected for promotion shall be assigned to the position for which he/she was selected within ten (10) working days after the selection was made or the beginning date indicated on the certification letter, whichever may be later.

#### **31.2.5 Certification From a List for Another Class**

If there is no eligibility list for the class in which the vacancy occurs, certification may be made from a list for another class at the same or higher level if the duties and qualifications of the class for which the examination was given include substantially all of the duties of the position to be filled, provided that the Assistant Superintendent of Personnel Services finds that the use of the list is in the best interest of the District and that the necessary skills and knowledge were adequately tested in the examination. If an eligible is appointed using this rule, the eligible shall retain his/her rights to the original list.

#### **31.2.6 Withholding Names From Certification**

The names of an eligible may be withheld from certification when:

- (1) The eligible candidate expresses unwillingness or inability to accept appointment.
- (2) The eligible candidate fails to respond within five mail delivery days following the mailing of written inquiry regarding availability for permanent employment or request to appear to interview regarding such employment.
- (3) The eligible candidate fails to present himself for duty at the time agreed upon after having accepted an appointment.
- (4) The eligible candidate cannot be reached in time for appointment when immediate temporary employment is required. (This provision shall apply only to such immediate temporary employment).
- (5) The eligible candidate fails to present the license, registration, certificate and/or other credential required. (The names of any such eligibles shall be restored by the Assistant Superintendent of Personnel Services to the certification list when the particular requirement has been met).
- (6) The eligible candidate fails to file with the Personnel Services office his/her correct mailing address and place of residence. The names of any such eligibles shall be restored by the Assistant Superintendent of Personnel Services to the certification list when the particular requirement has been met.
- (7) For any reason listed in Article 30.1.3 Disqualification of Unfit Applicants, Candidates and Eligibles.

### 31.2.7 Restoration to Certification

- (1) When the name of a person has been withheld from an eligibility list or a certification list or has been removed from the list, it may be placed on such list or restored thereto by the Assistant Superintendent of Personnel Services, subject to ratification by the Board of Trustees at its next meeting when the withholding or removal was for a reason stated in Article 31.1.6 and such action was improper or the defect has since been corrected.
- (2) Revisions and withdrawals of voluntary waivers shall not require approval of the Board of Trustees.

### 31.2.8 Duties of Eligibles

- (1) It shall be the duty of every eligible to respond promptly after receiving the notice of certification. When the eligible resides in the district, he/she shall respond within five days after the date the notice is mailed. If the eligible resides outside the district, he/she shall respond within five days plus the time required for the communication to be transmitted by mail to the eligible candidate's place of residence. Failure of an eligible to respond within the above stated times will be deemed an automatic waiver of certification, and the Assistant Superintendent of Personnel Services may certify an additional name in lieu of the name of such eligible.
- (2) An eligible who has been certified must report within two weeks of the specified time after an offer of appointment to a permanent position has been made unless an extension of time has been granted by the supervisor. If he/she is unable or unwilling to report at the appointed time, he/she may be considered to have refused appointment; and the supervisor may request certification of another name from the eligibility list or reemployment list:
  - (A) The date of the offer of appointment shall be the date on which the eligible is notified by the Assistant Superintendent of Personnel of his selection.
  - (B) Notification may be made by phone, telegram or registered or certified mail.
  - (C) When appointment is to a short-term position, the eligible must be available on the date specified by the Assistant Superintendent of Personnel.
- (3) Every person who has been placed on any eligibility list or reemployment list shall promptly, and in writing, file with the Personnel Services office his/her correct mailing address and place of residence. This address shall be the place to which the Personnel Office shall direct all notices necessary in carrying out the provisions of these Articles.

Whenever such person shall have any change in mailing address or place of residence, he/she shall promptly notify the Personnel Services office, stating the list or lists upon which his/her name appears, together with his new mailing address and place of residence. Failure or neglect on the part of any person to file such information may, at the discretion of the Assistant Superintendent of Personnel Services, operate as a waiver of his/her order of certification and/or appointment from any such list or lists.

### 31.2.9 Certification of Eligibles for Positions with Special Requirements

- (1) If a position has special requirements as provided for in Article 29.2.15, the supervisor shall so indicate to the Assistant Superintendent of Personnel Services when a request for personnel is made.
- (2) In such an instance the rule of five is suspended. The Assistant Superintendent of Personnel Services shall determine which eligibles possess the special requirements and shall certify the names of five qualified eligibles, in the order of their relative standing on the eligibility list, who are ready and willing to accept the position.
- (3) If there is an insufficient number of eligibles who meet the special requirements and who are ready and willing to accept the position, the Assistant Superintendent of Personnel Services shall certify for appointment those possessing the special requirements and the top eligibles who are ready and willing to accept the position, provided that the total number certified shall not exceed five rankings.

### 31.3 Emergency Appointments

- (1) If it should become necessary in time of emergency to fill positions in the classified service to prevent the stoppage of public business, the Governing Board, through its Superintendent, may make emergency appointments, without reference to eligibility lists, for a period not to exceed 15 working days.
- (2) When such emergency appointments are made, it shall be the duty of the Superintendent to notify the Assistant Superintendent of Personnel Services, in writing, naming the appointee or appointees, and date of appointment, and nature of the duties performed, and giving a statement justifying the emergency nature of such appointments. Time served under such emergency appointment shall be considered as part of the period permitted under the Education Code for provisional appointments. No salary claim beyond the 15 day emergency shall be paid for services performed under the emergency appointment unless such claim has been approved by the Board of Trustees.

### 31.3.1 Summer and Other Recess Period Appointments

When the Board establishes temporary appointments during the recess period between the regular August to June school year or during other recess periods during the school year, those positions shall be offered to regular employees of the District not regularly employed during these periods. Appointment to these positions shall be made first among permanent employees.

### **ARTICLE 32 – CHILD NUTRITION SERVICES TRAINING**

The District shall provide current employees mandated Child Nutrition Services Training per the Healthy, Hungry – Free Kids Act of 2010. Each classified service employee will be provided a certificate or letter from the District indicating that they have successfully completed certification requirements.

## **APPENDICES**

|     |  |              |
|-----|--|--------------|
| 1.  | Classified Bargaining Salary Schedule            | Page 63      |
| 2.  | Health and Welfare                               | Page 64      |
| 3.  | Index of Active Classifications                  | Page 65      |
| 4.  | Evaluation Form A                                | Page 66      |
| 5.  | Evaluation Form A – Paraeducator                 | Page 67 - 68 |
| 6.  | Evaluation Form B                                | Page 69      |
| 7.  | Professional Growth Program Application Form     | Page 70      |
| 8.  | Leave of Absence Request Form                    | Page 71      |
| 9.  | Catastrophic Leave- Employee Requesting Donation | Page 72      |
| 10. | Catastrophic Leave- Irrevocable Deposit Form     | Page 73      |



**BARSTOW UNIFIED SCHOOL DISTRICT**  
**Classified Bargaining Salary Schedule**  
**2018-2019**

Effective 7/1/2018

| Range | Longevity Increase (Years of Service) |         |         |         |         |         |         |         |         |         |         |         |
|-------|---------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|       | 9.00                                  | 13.00   | 17.00   | 21.00   | 25.00   | 29.00   | 33.00   |         |         |         |         |         |
| 9     | \$12.07                               | \$12.57 | \$13.04 | \$13.59 | \$14.11 | \$14.62 | \$15.18 | \$15.82 | \$16.54 | \$17.22 | \$17.94 | \$18.50 |
| 10    | \$12.37                               | \$12.80 | \$13.32 | \$13.89 | \$14.46 | \$14.97 | \$15.54 | \$16.23 | \$16.91 | \$17.63 | \$18.35 | \$18.92 |
| 11    | \$12.57                               | \$13.05 | \$13.64 | \$14.18 | \$14.79 | \$15.24 | \$15.87 | \$16.56 | \$17.28 | \$18.01 | \$18.81 | \$19.39 |
| 12    | \$12.86                               | \$13.37 | \$13.93 | \$14.46 | \$15.13 | \$15.56 | \$16.27 | \$16.94 | \$17.67 | \$18.39 | \$19.23 | \$19.82 |
| 13    | \$13.11                               | \$13.65 | \$14.21 | \$14.81 | \$15.41 | \$15.90 | \$16.58 | \$17.30 | \$18.05 | \$18.84 | \$19.64 | \$20.27 |
| 14    | \$13.44                               | \$13.97 | \$14.50 | \$15.15 | \$15.76 | \$16.30 | \$16.97 | \$17.69 | \$18.47 | \$19.27 | \$20.09 | \$20.74 |
| 15    | \$13.68                               | \$14.26 | \$14.84 | \$15.48 | \$16.11 | \$16.62 | \$17.36 | \$18.10 | \$18.88 | \$19.69 | \$20.54 | \$21.21 |
| 16    | \$14.01                               | \$14.52 | \$15.18 | \$15.80 | \$16.48 | \$17.01 | \$17.76 | \$18.49 | \$19.32 | \$20.14 | \$21.01 | \$21.72 |
| 17    | \$14.33                               | \$14.89 | \$15.51 | \$16.16 | \$16.86 | \$17.41 | \$18.14 | \$18.92 | \$19.73 | \$20.59 | \$21.50 | \$22.24 |
| 18    | \$14.64                               | \$15.23 | \$15.88 | \$16.55 | \$17.20 | \$17.79 | \$18.55 | \$19.35 | \$20.16 | \$21.08 | \$22.04 | \$22.80 |
| 19    | \$14.96                               | \$15.55 | \$16.21 | \$16.89 | \$17.62 | \$18.18 | \$18.97 | \$19.76 | \$20.62 | \$21.55 | \$22.46 | \$23.25 |
| 20    | \$15.25                               | \$15.90 | \$16.60 | \$17.26 | \$18.02 | \$18.57 | \$19.39 | \$20.22 | \$21.11 | \$22.05 | \$23.00 | \$23.81 |
| 21    | \$15.61                               | \$16.27 | \$16.97 | \$17.67 | \$18.40 | \$19.01 | \$19.81 | \$20.70 | \$21.59 | \$22.52 | \$23.53 | \$24.38 |
| 22    | \$15.93                               | \$16.63 | \$17.31 | \$18.05 | \$18.80 | \$19.43 | \$20.28 | \$21.16 | \$22.08 | \$23.05 | \$23.85 | \$24.71 |
| 23    | \$16.31                               | \$17.00 | \$17.74 | \$18.48 | \$19.25 | \$19.85 | \$20.74 | \$21.64 | \$22.56 | \$23.60 | \$24.63 | \$25.56 |
| 24    | \$16.68                               | \$17.36 | \$18.10 | \$18.88 | \$19.69 | \$20.33 | \$21.21 | \$22.15 | \$23.14 | \$24.14 | \$25.18 | \$26.12 |
| 25    | \$17.08                               | \$17.79 | \$18.54 | \$19.30 | \$20.12 | \$20.82 | \$21.69 | \$22.61 | \$23.64 | \$24.70 | \$25.76 | \$26.73 |
| 26    | \$17.41                               | \$18.16 | \$18.95 | \$19.75 | \$20.59 | \$21.28 | \$22.21 | \$23.18 | \$24.18 | \$25.25 | \$26.38 | \$27.39 |
| 27    | \$17.86                               | \$18.57 | \$19.37 | \$20.17 | \$21.07 | \$21.75 | \$22.68 | \$23.71 | \$24.74 | \$25.85 | \$26.95 | \$28.02 |
| 28    | \$18.23                               | \$19.00 | \$19.82 | \$20.62 | \$21.52 | \$22.26 | \$23.22 | \$24.27 | \$25.32 | \$26.44 | \$27.63 | \$28.72 |
| 29    | \$18.63                               | \$19.41 | \$20.25 | \$21.12 | \$22.03 | \$22.77 | \$23.75 | \$24.82 | \$25.93 | \$27.06 | \$28.24 | \$29.36 |
| 30    | \$19.06                               | \$19.88 | \$20.70 | \$21.60 | \$22.52 | \$23.27 | \$24.33 | \$25.37 | \$26.48 | \$27.69 | \$28.93 | \$30.11 |
| 31    | \$19.49                               | \$20.30 | \$21.19 | \$22.08 | \$23.01 | \$23.81 | \$24.87 | \$25.96 | \$27.10 | \$28.35 | \$29.61 | \$30.82 |
| 32    | \$19.93                               | \$20.78 | \$21.65 | \$22.61 | \$23.60 | \$24.38 | \$25.45 | \$26.59 | \$27.76 | \$28.98 | \$30.29 | \$31.55 |
| 33    | \$20.38                               | \$21.27 | \$22.15 | \$23.08 | \$24.12 | \$24.92 | \$26.00 | \$27.15 | \$28.39 | \$29.64 | \$31.00 | \$32.07 |
| 34    | \$20.83                               | \$21.74 | \$22.67 | \$23.64 | \$24.67 | \$25.48 | \$26.64 | \$27.83 | \$29.06 | \$30.34 | \$31.71 | \$33.05 |
| 35    | \$21.34                               | \$22.25 | \$23.18 | \$24.18 | \$25.25 | \$26.11 | \$27.23 | \$28.43 | \$29.75 | \$31.07 | \$32.47 | \$33.86 |
| 36    | \$21.79                               | \$22.74 | \$23.72 | \$24.77 | \$25.83 | \$26.68 | \$27.88 | \$29.12 | \$30.38 | \$31.76 | \$33.25 | \$34.68 |
| 37    | \$22.30                               | \$23.24 | \$24.27 | \$25.32 | \$26.41 | \$27.36 | \$28.55 | \$29.83 | \$31.15 | \$32.55 | \$34.01 | \$35.51 |
| 38    | \$22.82                               | \$23.78 | \$24.84 | \$25.89 | \$27.04 | \$27.97 | \$29.18 | \$30.50 | \$31.87 | \$33.30 | \$34.80 | \$36.36 |
| 39    | \$23.31                               | \$24.34 | \$25.35 | \$26.48 | \$27.64 | \$28.58 | \$29.86 | \$31.21 | \$32.61 | \$34.06 | \$35.60 | \$37.19 |
| 40    | \$23.87                               | \$24.91 | \$25.96 | \$27.12 | \$28.32 | \$29.29 | \$30.57 | \$31.93 | \$33.38 | \$34.89 | \$36.45 | \$38.11 |
| 41    | \$24.42                               | \$25.51 | \$26.63 | \$27.81 | \$29.04 | \$29.99 | \$31.34 | \$32.69 | \$34.15 | \$35.80 | \$37.38 | \$39.11 |
| 42    | \$24.98                               | \$26.10 | \$27.23 | \$28.44 | \$29.69 | \$30.70 | \$32.09 | \$33.47 | \$34.96 | \$36.50 | \$38.10 | \$39.87 |
| 43    | \$25.59                               | \$26.69 | \$27.87 | \$29.11 | \$30.39 | \$31.42 | \$32.83 | \$34.25 | \$35.78 | \$37.38 | \$39.01 | \$40.84 |
| 44    | \$26.19                               | \$27.34 | \$28.54 | \$29.80 | \$31.08 | \$32.16 | \$33.60 | \$35.09 | \$36.62 | \$38.24 | \$39.93 | \$41.83 |
| 45    | \$26.71                               | \$27.88 | \$29.10 | \$30.38 | \$31.71 | \$32.81 | \$34.25 | \$35.80 | \$37.34 | \$39.02 | \$40.72 | \$42.68 |
| 46    | \$27.23                               | \$28.43 | \$29.67 | \$31.00 | \$32.34 | \$33.46 | \$34.94 | \$36.51 | \$38.10 | \$39.80 | \$41.53 | \$43.54 |
| 47    | \$27.82                               | \$29.03 | \$30.27 | \$31.61 | \$32.99 | \$34.13 | \$35.65 | \$37.24 | \$38.86 | \$40.60 | \$42.36 | \$44.45 |
| 48    | \$28.37                               | \$29.59 | \$30.89 | \$32.24 | \$33.66 | \$34.81 | \$36.37 | \$37.99 | \$39.63 | \$41.41 | \$43.56 | \$45.73 |
| 49    | \$29.01                               | \$30.26 | \$31.59 | \$32.97 | \$34.41 | \$35.59 | \$37.19 | \$38.86 | \$40.52 | \$42.34 | \$44.56 | \$46.76 |
| 50    | \$29.67                               | \$30.94 | \$32.30 | \$33.72 | \$35.19 | \$36.40 | \$38.04 | \$39.73 | \$41.43 | \$43.30 | \$45.56 | \$47.81 |
| 51    | \$30.34                               | \$31.64 | \$33.03 | \$34.48 | \$35.99 | \$37.23 | \$38.89 | \$40.63 | \$42.37 | \$44.28 | \$46.59 | \$48.89 |

Board Approved: August 14, 2018

2020-2021

ACTIVE EMPLOYEE BENEFITS COSTS

CLASSIFIED, CERTIFICATED & CTE

Approval Board and/or Bargaining Unit Approval

| H.S.A. 1        | with Delta Dental |                 | with Delta w/ Ortho |                 | with Anthem Dental |                 |
|-----------------|-------------------|-----------------|---------------------|-----------------|--------------------|-----------------|
|                 | Annual Premium    | Monthly Premium | Annual Premium      | Monthly Premium | Annual Premium     | Monthly Premium |
| Single          | \$ 1,499.46       | \$ 149.95       | \$ 1,582.50         | \$ 158.25       | \$ 1,497.54        | \$ 149.75       |
| Empl + Spouse   | \$ 6,436.62       | \$ 643.06       | \$ 6,604.98         | \$ 660.50       | \$ 6,436.62        | \$ 643.67       |
| Empl + Children | \$ 3,805.86       | \$ 380.59       | \$ 3,955.26         | \$ 395.53       | \$ 3,802.38        | \$ 380.24       |
| Family          | \$ 8,911.00       | \$ 891.10       | \$ 9,156.04         | \$ 915.60       | \$ 8,905.56        | \$ 890.54       |

| H.S.A. 2        | with Delta Dental |                 | with Delta w/ Ortho |                 | with Anthem Dental |                 |
|-----------------|-------------------|-----------------|---------------------|-----------------|--------------------|-----------------|
|                 | Annual Premium    | Monthly Premium | Annual Premium      | Monthly Premium | Annual Premium     | Monthly Premium |
| Single          | \$ 579.90         | \$ 57.99        | \$ 662.94           | \$ 66.29        | \$ 577.98          | \$ 57.80        |
| Empl + Spouse   | \$ 4,499.58       | \$ 449.96       | \$ 4,673.94         | \$ 467.39       | \$ 4,495.62        | \$ 449.56       |
| Empl + Children | \$ 2,150.70       | \$ 215.07       | \$ 2,300.10         | \$ 230.01       | \$ 2,147.22        | \$ 214.72       |
| Family          | \$ 6,196.28       | \$ 619.83       | \$ 6,443.32         | \$ 644.33       | \$ 6,192.64        | \$ 619.26       |

| HMO 20          | with Delta Dental |                 | with Delta w/ Ortho |                 | with Anthem Dental |                 |
|-----------------|-------------------|-----------------|---------------------|-----------------|--------------------|-----------------|
|                 | Annual Premium    | Monthly Premium | Annual Premium      | Monthly Premium | Annual Premium     | Monthly Premium |
| Single          | \$ 825.06         | \$ 82.51        | \$ 908.10           | \$ 90.81        | \$ 823.14          | \$ 82.31        |
| Empl + Spouse   | \$ 4,537.74       | \$ 453.77       | \$ 4,712.10         | \$ 471.21       | \$ 4,533.78        | \$ 453.38       |
| Empl + Children | \$ 3,545.10       | \$ 354.51       | \$ 3,694.50         | \$ 369.45       | \$ 3,541.62        | \$ 354.16       |
| Family          | \$ 5,491.72       | \$ 549.17       | \$ 5,736.76         | \$ 573.68       | \$ 5,488.98        | \$ 548.91       |

| HMO 30          | with Delta Dental |                 | with Delta w/ Ortho |                 | with Anthem Dental |                 |
|-----------------|-------------------|-----------------|---------------------|-----------------|--------------------|-----------------|
|                 | Annual Premium    | Monthly Premium | Annual Premium      | Monthly Premium | Annual Premium     | Monthly Premium |
| Single          | \$ 231.30         | \$ 23.13        | \$ 314.34           | \$ 31.43        | \$ 229.38          | \$ 22.94        |
| Empl + Spouse   | \$ 3,320.58       | \$ 332.06       | \$ 3,494.94         | \$ 349.49       | \$ 3,316.62        | \$ 331.66       |
| Empl + Children | \$ 2,416.98       | \$ 241.70       | \$ 2,566.38         | \$ 256.64       | \$ 2,413.50        | \$ 241.35       |
| Family          | \$ 3,829.24       | \$ 382.92       | \$ 4,074.28         | \$ 407.43       | \$ 3,823.68        | \$ 382.36       |

| HMO 40          | with Delta Dental |                 | with Delta w/ Ortho |                 | with Anthem Dental |                 |
|-----------------|-------------------|-----------------|---------------------|-----------------|--------------------|-----------------|
|                 | Annual Premium    | Monthly Premium | Annual Premium      | Monthly Premium | Annual Premium     | Monthly Premium |
| Single          | \$ -              | \$ -            | \$ -                | \$ -            | \$ -               | \$ -            |
| Empl + Spouse   | \$ 1,541.82       | \$ 154.18       | \$ 1,716.18         | \$ 171.62       | \$ 1,537.86        | \$ 153.79       |
| Empl + Children | \$ 768.30         | \$ 76.83        | \$ 917.70           | \$ 91.77        | \$ 764.82          | \$ 76.48        |
| Family          | \$ 1,399.60       | \$ 139.96       | \$ 1,644.64         | \$ 164.46       | \$ 1,393.66        | \$ 139.40       |

| KAISER          | with Delta Dental |                 | with Delta w/ Ortho |                       | with Anthem Dental  |                       |
|-----------------|-------------------|-----------------|---------------------|-----------------------|---------------------|-----------------------|
|                 | Annual Premium    | Monthly Premium | Annual Contribution | 12 Month Contribution | Annual Contribution | 12 Month Contribution |
| Single          | \$ -              | \$ -            | \$ -                | \$ -                  | \$ -                | \$ -                  |
| Empl + Spouse   | \$ 1,782.86       | \$ 179.29       | \$ 1,967.22         | \$ 196.72             | \$ 1,778.90         | \$ 178.89             |
| Empl + Children | \$ 703.02         | \$ 70.30        | \$ 852.42           | \$ 85.24              | \$ 699.54           | \$ 69.95              |
| Family          | \$ 1,705.48       | \$ 170.55       | \$ 1,950.52         | \$ 195.05             | \$ 1,699.84         | \$ 169.96             |

| MVP             | with Delta Dental |                 | with Delta w/ Ortho |                       | with Anthem Dental  |                       |
|-----------------|-------------------|-----------------|---------------------|-----------------------|---------------------|-----------------------|
|                 | Annual Premium    | Monthly Premium | Annual Contribution | 12 Month Contribution | Annual Contribution | 12 Month Contribution |
| Single          | \$ -              | \$ -            | \$ -                | \$ -                  | \$ -                | \$ -                  |
| Empl + Spouse   | \$ -              | \$ -            | \$ -                | \$ -                  | \$ -                | \$ -                  |
| Empl + Children | \$ -              | \$ -            | \$ -                | \$ -                  | \$ -                | \$ -                  |
| Family          | \$ -              | \$ -            | \$ -                | \$ -                  | \$ -                | \$ -                  |

REVISED: ES

8/30/2020



**BARSTOW UNIFIED SCHOOL DISTRICT  
INDEX OF ACTIVE CLASSIFICATIONS  
JOB TITLE AND RANGE  
(Effective 06-04-2020)**

| <u>CLASSIFIED MANAGEMENT</u>                  | <u>RANGE</u> | <u>INFORMATION TECHNOLOGY</u>          | <u>RANGE</u> |
|---|--------------|--|--------------|
| Business Manager/Chief Business Official      | CCMSS68      | Network Systems Specialist             | 51           |
| Director-Classified Personnel                 | CCMSS64      | Network/Computer Technician            | 43           |
| Director-Facilities, Maintenance & Operations | CCMSS59      | Student Information Systems Tech.      | 43           |
| Director-Nutrition Services                   | CCMSS52      | Information Technology Support Asst.   | 33           |
| Director-Fiscal Services                      | CCMSS59      |  |              |
| Director-Purchasing & Warehouse               | CCMSS52      | <u>INSTRUCTION</u>                     |              |
| Director-Risk Management & Safety             | CCMSS59      | Paraeducator-Special Needs             | 26           |
| Director-Technology & Information             | CCMSS59      | Paraeducator-Com. Handicapped          | 26           |
| Public Information Officer                    | CCMSS48      | Paraeducator-English Language Learner  | 25           |
|   |              | Computer Lab Assistant                 | 25           |
|   |              | Paraeducator                           | 24           |
| <u>ACCOUNTING</u>                             |              | <u>LIBRARY/MEDIA</u>                   |              |
| Fiscal Services Technician                    | 40           | Instructional Media Center Technician  | 40           |
| School Accounting Technician                  | 37           | Library/Media Technician               | 31           |
| Nutrition Services Support Specialist         | 37           | Library/Media Assistant                | 26           |
| <u>CLERICAL/SECRETARIAL</u>                   |              | <u>MAINTENANCE</u>                     |              |
| Senior Executive Assistant (Range 53)         | 55*          | HVAC Technician                        | 43           |
| Executive Assistant (Range 48)                | 50*          | Electrician                            | 42           |
| Projects Technician                           | 41           | Plumber                                | 39           |
| Administrative Assistant-School               | 39           | Welder                                 | 39           |
| Administrative Assistant-Department           | 39           | Locksmith                              | 38           |
| Technology Assessment & Curriculum            | 39           | Electronic Repair Technician           | 38           |
| Pupil Services Technician                     | 32           | Painter                                | 38           |
| Secretary                                     | 31           | Maintenance Worker II                  | 35           |
| Senior Office Assistant                       | 29           | Maintenance Worker I                   | 33           |
| Substitute Caller/Receptionist                | 25           |  |              |
| Office Assistant                              | 25           | <u>PRINTING SERVICES</u>               |              |
|   |              | Printing Services Technician           | 34           |
| <u>CUSTODIAL</u>                              |              | <u>PURCHASING</u>                      |              |
| Lead Custodian                                | 33           | Buyer                                  | 40           |
| Custodian                                     | 27           | <u>SECURITY</u>                        |              |
| <u>FOOD SERVICE</u>                           |              | Campus Safety Assistant                | 26           |
| Lead Nutrition Svcs. Worker-Nutrition Svcs.   | 33           | <u>STUDENT SERVICES</u>                |              |
| Lead Nutrition Svcs. Worker-BHS               | 28           | Career Technical Education Specialist  | 37           |
| Nutrition Services Chef                       | 26           | Guidance Office Support Technician     | 37           |
| Nutrition Services Worker III                 | 24           | Child Welfare & Attendance Technician  | 37           |
| Nutrition Services Worker II                  | 21           | Outreach Liaison Bilingual             | 37           |
| Nutrition Services Worker I                   | 19           | Registrar                              | 37           |
| <u>GROUNDS</u>                                |              | Career Center Technician               | 32           |
| Lead Grounds Maintenance Worker               | 34           | Translator/Interpreter-Spanish-English | 32           |
| Grounds Maintenance Worker                    | 28           | <u>TRANSPORTATION</u>                  |              |
| <u>HEALTH</u>                                 |              | Delivery Driver                        | 31           |
| Licensed Vocational Nurse                     | 38           | Nutrition Services Delivery Driver     | 31           |
| Health Assistant                              | 27           | <u>WAREHOUSE</u>                       |              |
| <u>HUMAN RESOURCES</u>                        |              | Warehouse Worker                       | 33           |
| Credentials Technician                        | 46           |  |              |
| Human Resources Technician                    | 37           |  |              |

\*Confidential Employees

**DUE DATE:**  
 Probation Ends:

**BARSTOW UNIFIED SCHOOL DISTRICT  
 PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES**

2 Mo.       5 Mo.       Perm

Full Name: \_\_\_\_\_  
 Report for: \_\_\_\_\_ thru \_\_\_\_\_  
 Class Title: \_\_\_\_\_  
 Name of Department or School: \_\_\_\_\_

| CHECK ONLY THOSE FACTORS WHICH APPLY TO THE EMPLOYEE'S POSITION | Meets or Exceeds Work Performance Standards | Below Work Performance Standards | If "Below Work Performance Standards" is checked, Form B must be filled out. If "Meets or Exceeds Work Performance Standards" suggestions or comments are optional.<br>SUGGESTIONS OR COMMENTS: |  |
|---|---|----------------------------------|---|--|
| <b>1. QUALITY OF WORK</b>                                       |   |                                  |   |  |
| A. Job Knowledge  | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| B. Accuracy/Implementation                                      | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| C. Neatness   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| D. Thoroughness   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| <b>2. QUANTITY OF WORK</b>                                      |   |                                  |   |  |
| A. Volume of output   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| B. Extent to which work schedules are met                       | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| <b>3. WORK HABITS AND ATTITUDES</b>                             |   |                                  |   |  |
| A. Safety   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| B. Attendance   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| C. Punctuality  | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| D. Planning/Organization  | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| E. Compliance with instructions, rules and regulations.         | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| F. Ability to work without immediate supervision.               | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| <b>4. PERSONAL QUALITIES</b>                                    |   |                                  |   |  |
| A. Judgment/Decision Making                                     | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| B. Initiative   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| C. Adaptability to emergencies and new situations.              | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| D. Appearance   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| <b>5. RELATIONS WITH OTHERS</b>                                 |   |                                  |   |  |
| A. Employees  | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| B. Pupils   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| C. Public   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| <b>6. SUPERVISORY ABILITY (IF APPLICABLE)</b>                   |   |                                  |   |  |
| A. Leadership   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| B. Decision making  | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| C. Training and instruction                                     | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| D. Planning and assigning                                       | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| E. Supervising and subordinates                                 | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| F. Evaluating performance                                       | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| G. Productivity   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| H. Resource Management  | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| <b>7. ADDITIONAL COMMENTS</b>                                   |   |                                  |   |  |
| A.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| B.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| C.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |
| <b>8. OVERALL WORK PERFORMANCE</b>                              |   |                                  |   |  |
|   | <input type="checkbox"/>                    | <input type="checkbox"/>         |   |  |

If it is understood that, in signing the Performance Evaluation Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. If he/she so desires, the employee may attach a written statement. A copy of this evaluation and any attachments will be placed in your personnel file.

\_\_\_\_\_  
 SIGNATURE OF SUPERVISOR/ADMINISTRATOR

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

ORIGINAL - PERSONNEL

COPY - EMPLOYEE

COPY - SUPERVISOR

**DUE DATE:**  
 Probation Ends:

**BARSTOW UNIFIED SCHOOL DISTRICT  
 PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES**

1 Mos.       6 Mos.       Permanent

Full Name:  
 Class Title: Paraeducator  
 Report For: thru  
 Name of Department or School:

| CHECK ONLY THOSE FACTORS WHICH APPLY TO THE EMPLOYEE'S POSITION  | Meets or Exceeds Work Performance Standards | Below Work Performance Standards | If "Below Work Performance Standards" is checked, Form must be filled out. If "Meets or Exceeds Work Performance Standards" suggestions or comments are optional.<br><b>SUGGESTIONS OR COMMENTS:</b> |  |
|--|---|----------------------------------|--|--|
| <b>1. ATTITUDE CONDUCT AND GROWTH</b>  |   |                                  |  |  |
| A. Maintains a program of development of knowledge and abilities.  | <input type="checkbox"/>                    | <input type="checkbox"/>         | SAMPLE   |  |
| B. Observes professional ethics; respects ideas of others; does not reveal confidential information.                                     | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| C. Supports established policies and directives.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| D. Performs required school and district routines and responsibilities on time.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| E. Participates in activities related to the position.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| <b>2. PERSONAL ATTRIBUTES</b>  |   |                                  |  |  |
| A. Dresses appropriately, is neat in appearance.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| B. Demonstrates tact, poise, and good judgment.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| C. Demonstrates initiative, vigor, and vitality in performance of duties.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| D. Is regular in attendance.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| E. Has a friendly and positive personality.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| F. Demonstrates emotional stability.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| <b>3. RELATIONSHIPS BETWEEN</b>  |   |                                  |  |  |
| A. Paraeducator-Pupil: Has student cooperation and respect, is fair and impartial and likes and respects children.                       | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| B. Paraeducator-Staff: Works cooperatively with other personnel.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| C. Paraeducator-Administrator: Is willing to accept positive suggestions.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| D. Paraeducator-Community: Cooperates with local groups as directed.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| E. Paraeducator-Teacher: Cooperates in planning and follows through; performs work commensurate with the goals of the classroom teacher. | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| <b>4. PREPARATION AND PLANNING</b>   |   |                                  |  |  |
| A. Carries out the teacher's plan for lesson experience.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| B. Makes necessary arrangements to advance materials and equipment.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| C. Makes good use of resources.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| D. Is creative and adaptable in providing a variety of learning experiences at the teacher's direction.                                  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| <b>5. CLASSROOM ASSISTANCE</b>   |   |                                  |  |  |
| A. Contributes to neat room environment.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| B. Helps maintain order in a helpful, safe manner.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| C. Assists with classroom routines.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| D. Handles routine discipline.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| E. Helps maintain a classroom environment conducive to learning.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| <b>6. TECHNIQUES OF INSTRUCTION</b>  |   |                                  |  |  |
| A. Demonstrates knowledge, understanding and skill of subject matter.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| B. Encourages efficient study habits.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| C. Uses materials and methods according to the interests, needs and abilities of the group and individual.                               | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| <b>7. PUPIL RECORDS</b>  |   |                                  |  |  |
| A. Maintains records of pupil's progress.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| B. Maintains cumulative records in a professional manner.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| C. Assists pupils in consistently appraising their own work.   | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| D. Does assigned work accurately.  | <input type="checkbox"/>                    | <input type="checkbox"/>         |  |  |
| <b>8. OVERALL WORK PERFORMANCE</b>   |   |                                  |  |  |

It is understood that, in signing the Performance Evaluation Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. If he/she so desires, the employee may attach a written statement. A copy of this evaluation and any attachments will be placed in your personnel file.

SIGNATURE OF SUPERVISOR/ADMINISTRATOR \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF EMPLOYEE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

ORIGINAL - PERSONNEL

COPY - EMPLOYEE

COPY - SUPERVISOR

**SAMPLE**

Employee's Name:

**BARSTOW UNIFIED SCHOOL DISTRICT  
BELOW WORK PERFORMANCE STANDARDS  
FORM B**

(To be utilized by Supervisors and managers when an employee receives any "Below Work Performance Standards" ratings on Form A of the Performance Evaluation Reports)

1. This employee's specific deficiencies are: (from Evaluation Form A)
  
2. This employee has already received the following assistance:
  
3. This employee will receive the following assistance in the future:
  
4. This employee is required to meet the following expectations:
  
5. This employee must correct these deficiencies in performance by:
  
6. This evaluation conference was held on:
  
7. The next evaluation conference shall take place on or about \_\_\_\_\_, however, unscheduled evaluations may occur sooner.

**SAMPLE**

\_\_\_\_\_  
Supervisor Signature/Administrator                      Date

\_\_\_\_\_  
Reviewer Signature (if applicable)                      Date

\_\_\_\_\_  
Employee's Signature    Date

This signature indicates that the employee has seen and discussed the evaluation report, but does not necessarily indicate complete agreement with all factors of the evaluation. A copy of this evaluation will be placed in your permanent personnel file.

ORIGINAL - PERSONNEL      COPY - SUPERVISOR      COPY - EMPLOYEE

PC 107-B

**Barstow Unified School District  
Classified Employee Professional Growth Program  
APPLICATION**

Name: \_\_\_\_\_ Site/Department: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Date Hired by the District: \_\_\_\_\_ Years in Current Position: \_\_\_\_\_

**Career Plan:**

To be considered for professional growth assistance per the CSEA/District Agreement, the employee must submit a career plan as part of the application process. Please use the space below to outline your career goal with the District which demonstrates benefit to the District. Describe the course work and/or vocational training needed to achieve your goals.

**Career Goal (attach extra pages if needed):**

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

**Benefit to the District:**

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

**Description of Course Work/Vocational Training:**

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

Cost estimates for each Quarter or Semester: PLEASE be sure to estimate, in each semester/quarter, the cost of tuition and textbooks for classes you plan to take. You will not qualify for reimbursement in a semester/quarter that is left blank.

| SUMMER 20 | FALL  | WINTER 20 | SPRING 20 |
|-----------|-------|-----------|-----------|
| _____     | _____ | _____     | _____     |
| _____     | _____ | _____     | _____     |
| _____     | _____ | _____     | _____     |

**Total \$ amount requested:** \_\_\_\_\_

**Please attach a letter of recommendation from a current administrator/supervisor with direct knowledge of work performance.**

*Repayment of financial assistance received from Barstow USD will be required, with interest, if employee fails to remain with Barstow USD for a minimum of 1 year (annual allotted funds <\$1,000) or 2 years (annual allotted funds >\$1,000).*

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## REQUEST FOR LEAVE OF ABSENCE

Barstow Unified School District

|  |                               |  |                   |
|--|-------------------------------|--|-------------------|
| <b>Section 1: PERSONAL INFORMATION – To be completed by the Employee.</b>  |                               |  |                   |
| Last Name:   |                               | First Name:  | Last 4 of SSN:    |
| Home Address:  |                               |  |                   |
| Phone Number:  |                               | Position Title:  | Hrs Work/Per Day: |
| School/Department:   |                               |  |                   |
| <b>Section 2: EMPLOYEE MUST CHECK THE TYPE OF LEAVE AND PROVIDE DOCUMENTATION, AS INDICATED.</b>   |                               |  |                   |
| I wish to apply for an absence from service, for the period and reason indicated:  |                               |  | Start Date:       |
|  |                               |  | End Date:         |
| Is this for - <input type="checkbox"/> Consecutive Days <input type="checkbox"/> Intermittent Days   |                               |  |                   |
| All Family Medical Leave Act (FMLA)/CA Family Leave Act (CFRA) requests must have medical certification attached.  |                               |  |                   |
| <input checked="" type="checkbox"/> Type of Leave (Serious Health Condition)   |                               | Documentation Required   |                   |
| <input type="checkbox"/> Personal Illness/Injury   |                               | Certification from Medical Physician/Provider  |                   |
| <input type="checkbox"/> Spouse/Child/Parent Illness   |                               | Certification from Medical Physician/Provider for Family Member's Illness  |                   |
| <input type="checkbox"/> Pregnancy (Maternity)   |                               | Certification from Medical Physician/Provider  |                   |
| <input type="checkbox"/> Parental/Child Bonding  |                               | Certification from Medical Physician/Provider<br>Date of Birth of Child: _____ (Must be taken within 1 year of birth). |                   |
| <input type="checkbox"/> Adoption/Placement of Foster Child  |                               | Letter of Placement  |                   |
| <input type="checkbox"/> Military Caregiver  |                               | Certification of Serious Illness or Injury of Covered Service Member   |                   |
| <input type="checkbox"/> Military Exigency   |                               | Certification of Qualifying Exigency   |                   |
| Personal Leave (Not FMLA eligible or not FMLA related)   |                               |  |                   |
| <input type="checkbox"/> Medical (non-FMLA)  |                               | Certification from Medical Physician/Provider  |                   |
| <input type="checkbox"/> Other. Specify:   |                               | Attach supporting documentation  |                   |
| <p><i>A leave of absence is normally leave without pay/unpaid leave. Paid leave (accrued sick leave, vacation, personal business) may be used for all or a portion of the leave, in accordance with appropriate policies/contracts.</i></p> <p>_____ I wish to use all my accrued paid leave, as accrued benefits.      OR      _____ I wish to use my accrued Sick Leave (SL) Only.</p>   |                               |  |                   |
| 1. Hours of accrued sick leave:  | 2. Hours of accrued vacation: | 3. Hours of accrued PB:  | 4. Other:         |
| Employee's Signature:  |                               | Date:  |                   |
| <b>Section 3: APPROVAL/DENIAL OF LEAVE REQUEST (To be completed by Personnel Services)</b>   |                               |  |                   |
| The above employee has informed me of their request:   |                               |  | Date:             |
| Immediate Supervisor's Signature:  |                               |  |                   |
| For FMLA/CFRA:      Your request for leave has been: <input type="checkbox"/> Approved <input type="checkbox"/> Denied   |                               |  |                   |
| Personal Leave:      Your request for leave has been: <input type="checkbox"/> Approved <input type="checkbox"/> Denied  |                               |  |                   |
| Superintendent or Designee Signature:  |                               |  | Date:             |
| <p><small>Certificated: The Barstow Education Association (BEA) contract and Education Code allows unpaid leaves of absence for permanent certificated employees. (Article 16)<br/>Classified: California School Employees Association (CSEA) allows an employee to request an unpaid leave of absence for a maximum of one year, subject to District approval, except for military leave as provided for in Education Code. (Article 15). Education Code 45195 allows a permanent employee of classified service who has exhausted an entitlement of sick leave, vacation, personal business, compensatory overtime, or other available paid leave, and who is absent because of non-industrial accident or illness, to request additional unpaid leave not to exceed six months.</small></p> <p><small>A leave of absence will not be approved for a period of less than one month. A leave of absence will only be approved for a period longer than six months to allow a certificated person to take a leave of absence for a school year. All other requests for a leave of absence may be approved for a six month period. The Board of Trustees may approve one additional six month period but not to exceed a total of 12 months. (Contract language, Personnel Commission Rules and Regulations, Board Policy and Education Codes will be followed.</small></p> |                               |  |                   |

Barstow Unified School District  
Personnel Services

**CATASTROPHIC LEAVE PROGRAM**  
**Request for Donation of Leave**

An employee who is, or whose family member is suffering from a catastrophic illness or injury, and who has used up all accrued leave and all extended benefits granted under Education Code section 44977 as a result of said catastrophe, may request donations of accrued vacation or sick leave credits under the catastrophic leave program, as described in Board Policy and Administrative Regulation 4161.9.

Pursuant to the above provisions, I request a maximum of \_\_\_\_\_ hours be deposited, if needed, to my personal leave allowance.

I agree to hold harmless the District and Association for any and all claims and liabilities arising out of performance of Board Policy 4161.9 of the Barstow Unified School District.

*Please attach verification of catastrophic illness or injury. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury. (Education Code 44043.5)*

I understand that when the necessary verification and determinations are made, the transfer of accrued vacation/sick leave credits are subject to approval by the Superintendent or Designee of Barstow Unified School District.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Social Security Number

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

\_\_\_\_\_  
Telephone/Cell Number

Approved

Disapproved

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Date

Distribution: Personnel Services – Payroll  
CatasfLeaveWithdrawal.doc

February 2011

Barstow Unified School District  
Personnel Services

**CATASTROPHIC LEAVE PROGRAM  
Irrevocable Deposit**

This deposit to the District's Catastrophic Leave Program for participating District Employees is made pursuant to the provisions of Education Code 44043.5, and Board Policy and Administrative Regulation 4161.9, 4261.9, and 4361.9.

I hereby irrevocably deposit to the District's Catastrophic Leave Program \_\_\_\_\_ days / hours of my accumulated sick / vacation leave, to be credited to:

Name of Employee Donation is for: \_\_\_\_\_

I understand that the aforementioned number of days of paid leave will be deducted from my accrued sick/vacation leave. I further understand that my deposit is irrevocable and cannot be rescinded for any reason whatsoever, and upon re-employment I shall not be entitled to receive credit pursuant to Education Code 44043.5 for days previously deposited into the Catastrophic Leave Program.

I understand that in order to donate sick leave days, I must maintain a minimum of the amount of sick leave I am eligible to receive in one year.

I agree to hold harmless the District and Association for any and all claims and liabilities arising out of performance of Board Policy and Administrative Regulation 4161.9, 4261.9, and 4361.9, of the Barstow Unified School District.

\_\_\_\_\_  
Printed Name of Employee Making Donation

\_\_\_\_\_  
Last Four Digits/Social Security Number

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Approved       Disapproved

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Date

cc: Payroll

Catastrophic Leave - Irrevocable Deposit Form Rev: 05/2019