

CONTRACT

JULY 1, 2021 – JUNE 30, 2024
(REOPENER 2024)

BETWEEN THE

ALAMEDA UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 27

OFFICE/TECHNICAL

AND

PARAPROFESSIONAL

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2021 by and between the Alameda Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Alameda Chapter No. 27 or its successors, hereinafter referred to as CSEA.

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

ALAMEDA UNIFIED SCHOOL DISTRICT

2060 CHALLENGER DRIVE

ALAMEDA, CA 94501

(510) 337-7070

2022

BOARD OF EDUCATION

Jennifer Williams	President
Heather Little	Vice-President
Megan Sweet	Board Clerk
Ardella Dailey	Trustee
Gary Lym	Trustee
Pasquale Scuderi	Superintendent of Schools & Secretary, Board of Education

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #27 OFFICERS

Cindy Zecher	President
Nikki King	Vice-President/Office Technical
Isa Mendoza	Vice-President/Paraprofessional
Nicci Woodward	Secretary
Letty Lopez	Treasurer
Tonya Morgan	Chapter Public Relations Officer
Laura West	Site Representative Coordinator
Amy Keegan	Chief Union Steward
Olivia Torres	Parliamentarian
Karen Keegan	Past President
Janell Hampton	Labor Relations Representative

SIGNATURES

FOR THE EMPLOYER:

FOR THE ASSOCIATION:

Jennifer Williams, President
Board of Education
Alameda Unified School District

Cindy Zecher, President
Alameda Chapter 27
California School Employees Association

Date

Date

NEGOTIATING TEAMS

FOR THE DISTRICT:

Timothy Erwin
Humera Khalil
Robyn Odell

FOR THE ASSOCIATION:

Cindy Zecher
Janell Hampton, LRR
Erin Gilchrist-Brown
Amy Keegan
Letty Lopez
Tina Mirts

For information or clarification, you may call your representatives or the Human Resources Department

ARTICLE 1

RECOGNITION

- A. The District recognizes the CSEA as the exclusive representative for the employees in the Office Technical and Paraprofessional Units.
- B. The Office Technical and Paraprofessional Units consist of employees as stated in the listing of positions set forth in Appendix B of the Agreement.
- C. This Agreement applies only to employees in the above described Bargaining Units.
- D. The Units as recognized by the District, may be modified in accordance with a decision rendered by the Public Employment Relations Board on any contested positions, or as agreed by the parties.
- E. The Bargaining Unit may be expanded to other classified positions by mutual agreement of the District and the California School Employees Association subject to the rules of the Public Employment Relations Board.
- F. While the scope of representation is limited to matters set forth in Government Code Section 3543.2, the District may consult with CSEA on any matter outside the scope of representation.

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ARTICLE 2
NO DISCRIMINATION

No employee in the Bargaining Units shall in any way be favored or discriminated against regarding the application of the terms of this Agreement because of his/her exercise of rights, organized leadership or active membership in CSEA, his/her political opinions/affiliations, race, national origin, religion, marital status, or, to the extent prohibited by law, no person shall be discriminated against because of age, gender, sexual orientation, or physical or mental disability.

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ARTICLE 3

ASSOCIATION RIGHTS

A. **CSEA Rights:**

CSEA shall have the following rights in addition to the rights contained in any other portion of *this* Agreement.

1. The right of access at reasonable times to areas in which employees work for the purpose of representing Bargaining Unit members or grievances and matters related thereto.
2. The right to use, without charge, institutional bulletin board, mailboxes, the school mail system, in compliance with the law, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.
3. The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times, for the purpose of processing grievances and matters related thereto.
4. The right to review employee's personnel files and any other records dealing with employees when accompanied by the employee or upon presentation of a written authorization signed by the employee.
5. The right to receive upon request, without cost, copies of any and all materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of Bargaining Unit employees covered by this Agreement. Requests for such materials shall be directed to the Human Resources Department.
6. The right to review, at reasonable times, any material in the possession of or produced by the District which relates to wages, hours, and other terms and conditions of employment for Bargaining Unit employees. Requests for any such documents shall be directed to the Human Resources Department.
7. The right of release time for employees who are designated by CSEA to conduct appropriate labor relations business upon mutual agreement with the District Human Resources Department.
8. The right of release time for CSEA chapter delegates to attend the CSEA Annual Conference, if CSEA pays the cost of a substitute, if any.
9. The right to receive notice of the hiring of any new employee within the bargaining unit within seven (7) business days of the employee's date of hire. Such notice shall include the employee's name, classification, FTE, job location, and hire date.
10. The right to provide the District with copies of the CSEA membership packet, which shall be included in the District's new employee hiring materials for employees within the bargaining unit.

11. The right to conduct two orientation sessions per year regarding this Agreement and/or CSEA for Bargaining Unit employees during regular working hours, at a time previously scheduled with, and agreeable to, the District Human Resources Department.
12. The District shall annually provide CSEA with a hire date/seniority list within two (2) weeks of a request.
13. The District will provide annually to CSEA a Bargaining Unit list including names, addresses and work location by November 1 of each fiscal year.
14. The CSEA president or designee will be provided up to ten (10) hours a month release time to conduct CSEA business. The president/designee will arrange their absences with their supervisor. If a substitute is provided, CSEA will pay 50% of the substitute rate.
15. Any member of the Bargaining Unit who holds a state CSEA appointed or CSEA state elected office shall be provided up to twenty (20) hours per year release time to conduct CSEA business. The member will arrange their absences with their supervisor. If a substitute is provided, CSEA will pay 50% of the substitute rate.
16. An annual bank of up to 100 paid hours shall be made available for use by employees who are designated by CSEA to conduct appropriate labor relations business. Employees will be paid at their normal rate. Scheduling of time will be made upon mutual agreement with the Human Resources Department. The purpose of this time is to compensate employee's hours at such meetings that are held after scheduled workday and/or work year. "Appropriate labor relations business" means joint labor management trainings, contract negotiations, lay-off negotiations and other business as mutually agreed upon between CSEA and the District.
17. Computer time for all members

All bargaining unit members shall have sufficient time and access to District computers during their shifts (excluding breaks and lunch periods) to conduct District-required business.
18. The right of any potential unit member hired by the District shall be provided an onboarding meeting. Every school year the District and CSEA will mutually agree to set up two calendar dates and times during the week to hold the onboarding meetings, which could be canceled if no potential unit member is scheduled to be on boarded. If an onboarding occurs outside the two agreed dates Human Resources will provide no less than twenty-four (24) hours advance notice of the meeting date and time. The Association may have a CSEA representative present at new hire onboarding meetings. If the Association is unable to be present at an onboarding meeting, the Association reserves the right to request a meeting with a newly hired potential unit member at a time mutually agreed upon by the Association and member; this time may be during contractual work hours so long as the meeting does not interfere with the potential member's duties.
19. The right to have a Para Labor Management team monthly meeting. The team will include the SPED Director, a SPED designee to schedule meetings and take minutes, one CSEA Paraprofessional from each site, the CSEA Chapter President and Chief Union Steward.

These monthly meetings will be held after Paraprofessional work hours, for an hour, and will be paid on an hourly basis.

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ARTICLE 4

ORGANIZATIONAL SECURITY

A. Check Off:

CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the Bargaining Unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

B. Dues Deduction:

1. The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District.
2. The District shall deduct dues, in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of execution of this agreement, become members of CSEA and submit to the District a dues authorization form.
3. The District shall immediately notify the CSEA Treasurer if any member revokes a dues authorization.

C. Maintenance of Membership:

Every employee covered by this Agreement is a member of the California School Employees Association, and each employee covered by this Agreement who becomes a member after that day, shall maintain his/her membership in CSEA as a condition of continued employment during the term of this Agreement. In the event that the employee does not maintain his/her membership, the District shall at the request of CSEA begin an automatic dues deduction, which shall continue for the duration of the contract.

D. Service Fees:

Employees who come into the Bargaining Unit shall, within thirty (30) days of their employment, apply for membership and execute an authorization for dues deduction on a form provided by CSEA and in accordance with the CSEA service fee schedule or the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees. However, nothing contained herein shall prohibit

an employee from paying dues or service fees directly to CSEA, in accordance with CSEA procedures.

E. District Indemnification:

CSEA shall indemnify, defend, and hold District, Board Members, and employees harmless from any claims made of any nature and against any lawsuit instituted against the District, Board Members, and employees arising from the District's action pursuant to its obligations contained in this Article. CSEA shall pay to District all costs of litigation incurred by District which arise out of the District's performance of its obligations under this Article, including, legal fees paid to an attorney of the District's choice.

ARTICLE 5
DISTRICT RIGHTS

- A. All District's right and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as modified by the terms and conditions of this Agreement.
- B. The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

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ARTICLE 6

HOURS AND OVERTIME

A. Work Year

Each bargaining unit member shall be assigned a minimum work year of 150 days. Eleven (11) month bargaining unit members have a work year of 200 days. Starting and ending dates of eleven (11) month bargaining unit members will be determined by mutual agreement between CSEA and the District. If days are assigned in addition, they shall be assigned on an annual basis only.

B. Work Week

The scheduled work week of full-time unit members shall consist of not more than five (5) consecutive work days within a seven (7) day period. This Article shall not restrict the extension of the scheduled workday or work week on an overtime basis when such is necessary to carry on the business of the District. The workweek of part-time unit members shall be designated by the District according to needs. The work week of present unit members shall be Monday through Friday.

C. Workday

The length of the scheduled workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. The scheduled work day of full-time unit members shall consist of at least seven (7) hours a day at least thirty-five hours per week. The length of the scheduled work day shall not exceed eight (8) hours of service or forty hours per week. Each unit member shall be assigned a fixed, regular, and ascertainable number of hours. Each Paraprofessional employee shall be assigned a minimum of three (3) hours per day. If the hours in addition to three (3) are assigned to a position, they shall be assigned on an annual basis only.

D. Annual Notification

At least one week before the first day of school, every paraprofessional shall be notified of the starting and ending date of the work year and the number of hours per day.

E. Adjustment of Assigned Time

A unit member who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have

their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a proper prorated basis. Such change in assignment shall not be permanent unless specifically so determined by the District.

F. Increase in Hours or Days

When additional hours or days are assigned to a part-time unit member on a regular basis, the assignment of increased hours/days shall be offered to the incumbent. If a vacancy arises or a new position is available during the school year, the principal may choose to post the position or to offer the hours to unit members in the same classification at the site in order of District seniority.

G. Lunch Periods

1. Office/Technical

All employees covered by this Agreement shall be entitled to a duty-free lunch period after the employee has been on duty for three and one-half (3-1/2) hours. The length of time for such lunch period shall normally be one hour, and shall be scheduled for full-time employees at or about the midpoint of each work shift. However, a shorter lunch period may be mutually agreed upon between the unit member and their immediate supervisor.

2. Paraprofessional

Lunch periods are not part of the scheduled workday. Paraprofessionals working in excess of five (5) hours per day shall be entitled to a duty-free unpaid lunch period of at least thirty (30) minutes. The schedule shall be mutually agreed upon by the unit member and their immediate supervisor in a management position.

H. Rest Periods

1. All bargaining unit members shall be granted rest periods, which insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and one-half (3-1/2) hours worked. Unless otherwise designated by the site administrator, the Paraprofessional rest period shall be scheduled during the student's recess or break.
2. Rest periods are a part of the scheduled workday and shall be compensated at the scheduled rate of pay for the employee.

I. Overtime

1. Overtime Definition

Overtime is defined to include any ordered and authorized time worked in excess for Office Technical of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week and, for Paraprofessional, seven (7) hours in any one day or any one shift or in excess of thirty-five (35) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Overtime must be authorized in writing prior to its being performed.

2. Overtime Pay Rate

Overtime shall be paid at the rate of:

- a. For Office Technical: time and one-half for time in excess of eight (8) hours worked in a day and forty (40) hours in one work week;
- b. For Paraprofessional: time and one-half for time in excess of seven (7) hours worked in a day and thirty-five (35) hours in one work week;
- c. Time and one-half for Saturday;
- d. Double time for Sunday;
- e. Time and one-half for District holidays;
- f. Office Technical: double-time for legal holidays. Paraprofessional: double-time and half for legal holidays.

3. Overtime Distribution

When overtime is necessary, the time will first be offered to the incumbent in the position involved, and if refused, then be rotated by seniority with the initial offer being made to the most senior employee in the appropriate class within a department or at a given work site.

J. Compensatory Time Off

1. Basis for Compensatory Time

A unit member may elect to accept compensatory time off in lieu of a cash payment for overtime. Compensatory time shall be calculated on the same basis as though the employee were to receive a cash payment.

2. Use of Compensatory Time

The use of compensatory time off shall be approved by the department head under whose jurisdiction the unit member works.

3. Accrual of Compensatory Time

As of the 30th day of June of each year, the Payroll Department shall prepare warrants for compensatory time in excess of ten (10) days.

K. Call-In and Call-Back Time

Any unit member called in to work on a day or time when the employee is not scheduled to work will receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement. Any time a unit member has completed **their** regular assignment and has left the premises and is called back to work on an emergency substitute or need basis, the employee shall receive a minimum of two (2) hours compensation. In both instances, the employee will normally be required to work such hours.

L. Seniority

Unit member seniority shall be determined by each employee's date of hire within each classification held. In case of a tie, seniority will be determined by the 1st date of paid service as a regular employee, and if that be equal, then determination shall be by lot.

M. Extra Work (Office Technical)

1. When a position is available when school is not in session, qualified bargaining unit members employed less than twelve (12) months per year who apply for the position shall have first opportunity to fill said position.
2. A unit member who accepts a summer school assignment shall receive, on a prorated basis, no less than the compensation and benefits (sick leave, vacation, and holidays) applicable to that classification during the regular academic year.

N. Summer School/Extended School Year Program and Intersession Assignments (Paraprofessional Unit)

1. When the District maintains classes at times other than during the regular academic year and when work normally and customarily performed by unit members is required, bargaining unit personnel shall be assigned whenever possible.
2. Unit members normally assigned to such classrooms shall be offered the work by student health needs, unit members currently working with students attending, then by seniority basis. When unit members within the classification do not fill all such vacancies, the work shall be offered to those Unit members, by seniority basis, who seek such appointments, providing they are qualified.
3. Unit members shall, for service performed as herein provided, receive on a prorated basis not less than the compensation and benefits (vacation, sick leave, holiday pay) which are applicable to that member during the regular academic year.

O. Alternative Work Schedule

1. Summer Alternative Work Schedule

As a benefit for unit members regularly assigned to work during the summer months, unit members may elect to work Monday through Thursday for 10 hours each day in the summer months. The District shall notify employees of the beginning and ending date for the optional alternative summer month schedule on or before May 1 of each school year.

- a. Unit members will notify their supervisor in writing on or before the first work day in June of each school year whether the unit member will work the alternative or traditional schedule.
- b. A unit member may elect to use 2 hours of vacation per day and work 8 hours per day, four days a week, in lieu of the 10 hour workday.
- c. The start and end times of the workday shall be established by the Supervisor and the unit member. A unit member shall not be eligible for overtime payment until they have worked in excess of 10 hours in any one day or 40 hours in one work week. Unit members who elect to work an alternative work schedule shall not be eligible for shift differential pay.
- d. The use of vacation or sick leave on any day scheduled to be a 10 hour workday will require the use of 10 hours. Unit members may use compensation time in lieu of any other approved leave time in accordance with Article 15.
- e. The work week for July 4th will be four, eight (8) hour workdays. If vacation is requested during this week, it will be used at the rate of 8 hours per day.

2. By Mutual Agreement

CSEA and the District may mutually agree to develop and implement additional alternative work schedules. Such alternative work schedules may operate as exceptions to one or more provisions of this Agreement, as agreed by CSEA and the District.

P. Employee Expenses

Unit members who are required to accompany classes on field trips, to attend school functions, etc., shall be reimbursed for any expenses that are required of the trip and for any additional time worked.

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ARTICLE 7

TRANSFERS AND PROMOTIONS

A. Definitions:

1. "Lateral transfer" is defined as a lateral change of position within the same job title at a new job site.
2. "Non-lateral transfer" is defined as a change in job title but within the same salary range.
3. "Promotion" is defined as a change in job title that results in a net increase of pay.

B. Job Postings:

When the District determines that a vacancy exists, the District shall notify all bargaining unit members via email at least six (6) working days before closing the application period. The vacancy shall be posted at all work locations while advertising outside the District. Human Resources shall send a copy of the posting to each work location for posting in a central location. Job postings shall include any site specific information, such as profiles. Profiles shall be submitted to CSEA for review prior to postings.

C. Procedures for Filling Vacancies:

1. Eligibility

A unit members who received an overall evaluation of "Satisfactory" or better on his/her most recent evaluation shall be eligible for transfer or promotion. A unit members who received an overall evaluation of "Needs Improvement" on his/her most recent evaluation cannot apply for another transfer or promotion without permission from the Chief Human Resources Officer. The bargaining unit may request a meeting with the Chief Human Resources Officer before s/he decides whether to permit the employee to apply for transfer or promotion. A unit member who received an overall evaluation of "Unsatisfactory" on his/her most recent evaluation shall not be eligible for a lateral transfer or promotion.

A unit member may apply for a transfer during his/her six (6) month probationary period provided that he/she received an overall rating of "Satisfactory" on his/her most recent evaluation. The probationary employee is considered to have received a satisfactory evaluation if none was given in writing to the employee at the end of the third month. Unit members who apply shall be considered before outside applicants as specified below. The filing of a request for transfer or promotion is without prejudice to any unit member and shall not jeopardize his or her present assignment. Such request may be withdrawn by the unit member in writing at any time prior to official notification of approval of the request.

2. Order of Candidate Interviews

Candidates shall be considered in the following order:

a. Lateral Transfer Candidates

All eligible lateral transfer candidates shall be considered before any other candidates. If multiple eligible employees apply for a lateral transfer, they shall be interviewed by the interview committee. If only one eligible employee applies for a lateral transfer, either the applicant or the supervisor may request a one-on-one interview without going through the interview committee process. Any such interview must be by mutual consent of the employee and the supervisor. Absent mutual consent, the candidate shall be interviewed by the interview committee.

b. Other Internal Candidates

If the hiring manager does not select a lateral transfer candidate, the interview committee shall interview all other current unit member candidates. The interview committee shall not be provided with applications of outside applicants until after the interview(s) of current employee(s), if any, are completed.

c. External Candidates

3. Interview and Selection

- a. The interview committee shall be composed of at least three (3) persons, one of whom shall be a classified employee selected by CSEA and one of whom shall be the supervisor of the position that is vacant.
- b. The interview committee shall determine whether to recommend one or more of the candidates based on the following criteria:
 - i. The requirements of the position;
 - ii. Seniority;
 - iii. The qualifications, background, and experience of the applicant(s);
 - iv. The evaluations and recommendations of present and previous supervisors.
- c. The immediate supervisor may choose a successful candidate from the person(s) recommended by the interview committee. The committee has the option of not recommending any person(s). Any unit member who has been recommended by the interview committee, but is not chosen to fill the vacancy by the immediate supervisor, may request that the supervisor provide him or her with a statement

of the reason(s) for not selecting him or her, which the supervisor shall provide. This request shall be made to the Human Resources Department.

4. Candidates who are not recommended by the interview committee have the right to request a conference with the Chief Human Resources Officer or designee regarding the reason(s) for the non-recommendation. Any such request must be in writing.
5. In the event a unit member obtaining the transfer finds that the position is unsuitable, the unit member may request, by written notification to the department coordinator and the Chief Human Resources Officer of the Human Resources Department to be returned to the previous position held. Such request must be in writing within ten (10) days of assuming the new position. The District shall comply with the request. In the event the unit member fails to notify the department coordinator and the Chief Human Resources Officer within ten (10) days, the unit member will remain in the new position until the end of the current school year prior to submitting a new request for transfer. Any person (including a current employee) hired to fill a position vacated by a unit member who transfers shall be notified of the transferring employee's ten (10) days' grace period and of the possibility of being bumped from the new position if the transferring unit member exercises his/her right to return to the position under this subsection.

D. Involuntary Transfer:

The reasons for any involuntary transfer made by the District shall include, but not be limited to, the following:

1. Improved efficiency of the District;
2. To balance the classified staff of the District by considering factors including, but not limited to, experience, racial and ethnic background, sex, and age;
3. A change of enrollment or workload necessitating transfer of Unit members.
4. Subject to student need and unit member skills, ability and training, in the event of a reduction of a Paraprofessional at a site, all Paraprofessionals at the site in the Grouping being reduced will be offered the opportunity to move to another site. If no Paraprofessional volunteers to move, the least senior Paraprofessional will be moved to another site.

A Unit member may request a conference or a written statement regarding reason(s) for the involuntary transfer. This request shall be made to the Human Resources Department.

E. Voluntary transfer from assignment with medically-fragile students or students requiring specialized medical/health procedures:

If a medically fragile student, or a student requiring a specialized medical procedure, such as suctioning or catheterization, or physical assistance such as toileting or lifting, is newly

assigned to a classroom where a paraprofessional for the non-severely handicapped was previously assigned, the paraprofessional shall have a right to transfer out of that assignment to the first open position in the classification if the individual has applied for the transfer within ten (10) days of the student's admission into the classroom. In the interim period, pending the transfer, the paraprofessional shall have the option to (1) perform all duties in the job description and receive the appropriate stipend, (2) be placed on an unpaid leave, or (3) resign.

ARTICLE 8

PROCEDURES FOR EVALUATION

A. Introduction:

The purpose of evaluation is to acknowledge and support satisfactory employee performance. These procedures are designed to ensure that:

1. A collaborative process is established
2. There is continuity between evaluation cycles
3. Guidance is integral to the process
4. Due process is followed

Periodic training sessions will be conducted by the Human Resources Department so that evaluators are knowledgeable about the evaluation procedures and instruments and data collection.

B. Evaluation Cycle:

1. Permanent Employees:

There shall be filed with the Human Resources Department, a periodic evaluation on each employee in the permanent classified services evaluating his/her performance on the job for the period covered by the evaluation. This evaluation shall be made at least annually by April 1st, except as noted below.

Permanent employees having less than three (3) years of service in a classification shall be formally evaluated at least once annually. Permanent employees having more than three (3) years of service in a classification shall be evaluated every other year. Employees may be evaluated more frequently if their last overall evaluation rating was unsatisfactory. An employee shall not receive an annual unsatisfactory evaluation unless there is some supporting documentation in his/her personnel file within the last six (6) months.

2. Probationary Employees:

- a. Employees covered by this section shall be evaluated at least two (2) times during the six (6) months probationary period, normally in the third (3rd) and fifth (5th) months.
- b. Permanent employees, who, as a result of a change in classification become probationary employees, shall serve a six (6) month probationary period in the

new classification. Such employees shall be evaluated at least two (2) times during the probationary period, normally in the 3rd and 5th months.

C. Timeline:

1. The Human Resources Department will notify the employee and the evaluator of the upcoming evaluation date.

D. Information:

1. Dissemination

The Human Resources Department will provide all new employees a copy of the evaluation procedures.

The Human Resources Department will hold a mid-year in-service for all new employees and evaluators on the evaluation procedures.

2. Conference

Either the evaluator and/or designee (e.g., supervisor) or the employee and/or employee representative can request a meeting as needed to review:

- a. Evaluation procedures and instruments
- b. Expectations for the year

E. Formal Evaluation:

1. Written Report

The employee may submit any data/portfolio with work samples or other documentation to be jointly reviewed and it may be included in the written evaluation.

2. Collaborative Input

The evaluator may use appropriate documented input from other individuals familiar with the employee's work. In the case of an employee with multiple job sites, the evaluator shall contact other supervisors for their input. Evaluations will be based on first-hand information

3. Advance Notification

The Human Resources Department shall inform the employee in advance of the evaluation due date, to give the employee the opportunity to provide the evaluator with any information desired.

5. Pre-Evaluation Conference

Either the evaluator or the employee may request a pre-evaluation conference to discuss any areas of mutual concern.

6. Post-Evaluation Conference

A conference will be held at the time of the evaluation. The purpose of the conference is to:

- a. Review all pertinent evaluative data
- b. Provide written documentation directly related to job performance in the form of a completed evaluation form.

7. Personnel File

The evaluation form is to be signed by both parties with a copy to each. The employee's signature signifies awareness of content, not necessarily agreement. The employee has ten (10) working days to file a written response, if desired. A copy of the evaluation and responses shall be placed in the employee's personnel file.

F. Due Process:

Due process is an integral part of the evaluation system. It is provided for as follows:

1. Employees are informed about the system and procedures through conferences (group and individual).
2. Employees are given copies of procedures and forms.
3. Employees have the opportunity to file a written response to the formal evaluation within ten (10) working days of the evaluation. If an employee requests, in writing, additional clarification of the evaluation, the supervisor will respond, in writing, within ten (10) working days.
4. Employees have access to their personnel file which is maintained in the Human Resources Department.
5. Employees have the right to bargaining unit representation in any phase of the process.

G. Procedures in the Event of an Unsatisfactory or Needs Improvement Evaluation:

1. Unsatisfactory Evaluations

- a. When an evaluator gives a unit member an overall evaluation of "unsatisfactory", the evaluator will make specific recommendations for improvement and suggestions of available sources of assistance.

- b. A plan of assistance shall be developed by the evaluator and the employee to include an analysis of observable difficulties in meeting established goals, and a statement of immediate action to overcome these difficulties. The plan, identifying a specific timeline of events, is to be signed by both employee and evaluator.
 - c. At the time of evaluation a date will be set for expected improvement. Following the date, reevaluation will be made. The date for follow-up evaluations shall not be less than thirty (30) days nor more than ninety (90) days after the completion of the plan of assistance.
2. Needs Improvement Evaluations
- a. When an evaluator gives a unit member an overall evaluation of "Needs Improvement", the evaluator will make specific recommendations for improvement and suggestions of available sources of assistance.
 - b. A plan of assistance shall be developed by the evaluator and the unit member to include an analysis of observable difficulties in meeting established goals, and a statement of immediate action to overcome these difficulties. The plan, identifying a specific timeline of events, is to be signed by both unit member and evaluator.
 - c. The unit member shall be re-evaluated within one calendar year. The evaluation shall include an assessment of whether the unit member has met the requirements of the improvement plan, and shall contain an overall evaluation of either "Satisfactory" or "Unsatisfactory." If the overall evaluation is "Satisfactory," the unit member shall return to the evaluation cycle described in section B. of this article. If the overall evaluation is "Unsatisfactory", the District and unit member will follow the procedures set out in section G.1 of this article.

H. Appeal Process:

In the event the employee feels the evaluation procedures have not been followed, he or she may follow the grievance procedure outlined in Article 9 of the CSEA Contract.

ARTICLE 9

GRIEVANCE PROCEDURE

A. Definitions:

1. A “grievance” is a claim of a violation, misinterpretation, or misapplication of a provision of this Agreement.
2. A “grievant” may be any classified employee(s) of the District covered by the terms of this Agreement who is making a claim(s) or the CSEA.
3. A “day” is defined as a working day when schools or District Offices are open for business and in which employees are required to be in attendance.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor, and have the grievance adjusted without intervention by CSEA, provided that the adjustment is not inconsistent with the terms of this Agreement and that CSEA has been given an opportunity to be present at such adjustment and to state its views. Any employee may contact the CSEA’s grievance committee for advice.
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
4. In the event a grievance is filed at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or may be extended so resolution is attempted as soon as practicable.

C. Procedure:

1. Level One:
 - a. Informal

An aggrieved person will first discuss the grievance with the appropriate principal or immediate supervisor with the objective of resolving the matter informally.

b. Formal

Following the informal conference, if the matter has not been satisfactorily resolved, the aggrieved person shall formally file a statement of grievance with the appropriate principal or immediate supervisor. The grievance shall be in writing on the approved District form (see Appendix F Grievance Form) stating the basis and date of violation, the date of the informal conference, and with whom it was held, and the desired resolution. The formal statement of grievance shall be filed within ten (10) days after the aggrieving nature that formed the basis for the grievance, and if not so presented, the grievance will be considered as waived.

If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or if no written decision has been rendered within five (5) days after the grievance has been filed at Level One, the grievant may file at Level Two.

2. Level Two:

The aggrieved person may, within ten (10) days of the decision at Level One or fifteen (15) days of the initial formal filing at Level One, file his/her grievance with the Superintendent or designee. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision is rendered within five (5) days of submission, the grievant may file at Level Three.

3. Level Three:

The aggrieved person may, within ten (10) days of the decision at Level Two, or fifteen (15) days of the day of the filing at Level Two, request in writing that CSEA submit his/her grievance to arbitration. CSEA, by written notice to the Superintendent within fifteen (15) 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 questions will be ruled upon by the arbitrator only after he/she had an opportunity to hear the merits of the grievance.

The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of CSEA's submission of the grievance to arbitration, submission of the grievance shall be made to the State Mediation and Conciliation Service.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the 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 is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

The award of the arbitrator shall be final and binding.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room shall be borne equally by the District and CSEA. All other costs will be borne by the party incurring them.

D. Rights of Unit Member to Representation:

1. No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the Administration or the Board against any aggrieved person, any party in interest, any member of CSEA, or any other participant in the Grievance procedure by reason of such participation.
2. An employee may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected by CSEA. If an employee is not represented by CSEA or its representative, the District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and been given the opportunity to file a response.

E. Miscellaneous:

1. If a grievance arises from action or inaction on the part of a member of the Administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance will be commenced at Level Two. Time limits for appeal at each level shall begin the day following receipt of written decision by the parties in interest.
2. A reasonable number of representatives of the exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation for the processing of grievances.
3. All documents, communications and records originating with the grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and CSEA. The cost of printing such forms shall be borne by the District.

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ARTICLE 10

DISCIPLINE

A. Progressive Steps:

In handling disciplinary matters, it is intended that the progressive steps be utilized to the greatest extent permitted by individual circumstances, and that discipline shall be commensurate with the offense. Such progressive steps should include:

1. Verbal reprimand;
2. Written reprimand with a copy to the employee's personnel file;
3. Suspension without pay;
4. Involuntary reassignment;
5. Involuntary demotion;
6. Dismissal.

B. Disciplinary Action:

The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in Section C. Probationary employees shall be entitled to an administrative hearing before the Chief Human Resources Officer and, upon request, a further review before the Superintendent or his/her designee when dismissal occurs without cause during probation of a new employee. Regular employees holding permanence in another classification shall be returned from probation without cause.

1. Dismissal is removal from the employment of the District.
2. Suspension is temporary removal from the employment of the District without pay for a specified period of time, not to exceed thirty (30) calendar days.
3. Involuntary demotion is placement in a lower classification.
4. Involuntary reassignment is a change of assignment whereby an employee is deprived of an incident of classification and/or removed for punitive reasons.

C. Cause:

A permanent employee may have disciplinary action taken against him/her for any of the following causes:

1. Failure to adequately perform bona fide requirements of the position held.

2. Willful, negligent, or persistent violation of rules and regulations.
3. Violation of any lawful order by a superior officer.
4. Insubordination.
5. Dishonesty.
6. Use of controlled substances, i.e., alcoholic beverages and/or illegal drugs, which have direct adverse effect on the District.
7. Use of controlled substances, i.e., alcoholic beverages and/or illegal drugs on the job site*.
8. Disorderly or immoral conduct on duty or on the job site*.
9. Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code.
10. Repeated, unexcused tardiness.
11. Repeated, unexcused failure to report to work as assigned.
12. Excessive absence which is detrimental to the District.
13. Repeated discourteous treatment of the public or other employees.
14. Willful or negligent damage to school property or willful waste of District supplies or equipment.
15. Mental or physical incapacity detrimental to the efficiency of the classified service.
16. Failure to maintain licenses or certificates required for the position by law or District policy.
17. Material and intentional misrepresentation or concealment of any relevant fact in connection with obtaining employment.
18. Misappropriation of District funds or property.
19. Conviction of a felony or conviction of a misdemeanor involving moral turpitude, a plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction with the meaning of this section.

* In this context, travel between locations shall be construed as on the job site.

D. Disciplinary Procedure:

1. Immediate Suspension

An employee may be immediately suspended with pay, pending a hearing when his/her continuing presence would be seriously detrimental to the welfare of the District, students, or employees. Such immediate suspensions may be ordered by the Chief Human Resources Officer after the employee has been notified of the charges and has been given an opportunity to respond.

2. Informal Hearing (at District's option)

An employee, against whom disciplinary action will be taken, shall meet with the Chief Human Resources Officer or his/her designee prior to written notification of official charges.

The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to respond. The employee may be represented at the hearing by a representative of his/her choice.

3. Written Notice

An employee, against whom disciplinary action is taken, shall be informed in writing, either in person or by Certified/Registered mail to the last known address, of the following:

- a. **Statement of Charges:** A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- b. **Skelly Process:** Upon written notification of charges, employees are entitled to due process, as guaranteed through a Skelly hearing. The employee may be represented at the hearing by a representative of his/her choice.
- c. **Right to a Hearing:** The employee may request a hearing, in writing either by mail or personal delivery, within five (5) calendar days after service of the statement of charges. A card shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) calendar days, the disciplinary action shall be effective on the date the employee was served by such notice.
- d. **Access to Material:** The employee may, upon request, have copies of the material upon which the charges are based.

4. Hearing

- a. The hearing shall be held within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing.
- b. If the employee does not request a hearing by the set date, disciplinary action may be taken without a hearing.
- c. The employee may be represented at the hearing by a representative of his/her choice.
- d. Technical rules of evidence shall not apply at the hearing.
- e. The hearing shall be conducted before the Board of Education or before a designee.

(1) Hearing Before Designee

- (a) A suspension, involuntary reassignment or demotion hearing may be delegated to the Superintendent or his/her designee by the Board.
- (b) A dismissal hearing may be delegated to a hearing officer from the Office of Administrative Hearings. Delegation may take place at the request of either party, but the expense shall be equally shared.
- (c) The designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
- (d) Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to the Board of Education on the sufficiency of cause for disciplinary action.
- (e) The Board of Education may accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the record of the hearing. Any modified decision shall include findings of fact and determination of issues by the Board of Education.

(2) Hearing Before the Board of Education

- (a) The hearing shall be in Closed Session unless the employee makes a written request for a public hearing at least five (5) days prior to the hearing. The Board may deliberate in Closed Session.

- (b) The employee shall have the right to personally appear and testify, to call favorable witnesses, and cross-examine adverse witnesses.

(3) Results of the Hearing

A written decision shall be sent to the employee, including the findings of fact and determination of issues.

- (4) The decisions of the Board of Education shall be final and shall not be subject to the grievance procedure.

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ARTICLE 11
PAY AND ALLOWANCES

- A. Effective July 1, 2023, the District will place an across the board 6.0% salary increase on all salary schedules. Effective January 1, 2024, the District will place an additional across the board 1.0% salary increase on all salary schedules.

For the 2024-2025 contract year, if the applicable statutory COLA, as currently written in Education Code section 42238.02(d)(2), plus any permanent, statutory augmentation (similar to Education Code section 42238.02(d)(5)) to the Local Control Funding Formula (LCFF), as fully funded in an ongoing manner by the State as part of the Enacted State Budget for the applicable year, does not equal at least 2.0%, the parties agree to “roll-over” the current Collective Bargaining Agreement and begin Successor Agreement negotiations in accordance with Article 21 (Term) in 2025.

- B. For the duration of this contract, the District agrees to provide an overall percentage rate increase equal to the greatest overall percentage rate raise, bonus, or any other form of monetary compensation as measured over the three-year term of this Agreement, with the exception of job studies or reclassifications, granted to any recognized collective bargaining unit within the Alameda Unified School District. In addition, either party may reopen this article once during the term of the Agreement in accordance with Article 21.
- C. All regular paychecks of employees in the bargaining unit shall be itemized to include deductions. Employees shall be advised annually of their accumulated sick leave, vacation, and compensatory time.
- D. All Office Technical shall be paid in twelve equal installments, one per month payable on the last working day of the month. All Paraprofessional shall be paid once per month, payable on the last day of the month that the District Office is open.
- E. Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued not later than five (5) working days after the employee provides notice to the Payroll Department.
- F. An employee receiving a promotion shall be moved to the appropriate range. Within the new range, the promoted employee shall be placed at the higher of (1) the salary step commensurate with his/her experience in the new position, or (2) the salary step that increases the promoted employee’s salary by \$60 per month.
- G. Any bargaining unit member who is required to use his/her vehicle on District business shall be reimbursed at the current District rate for all miles driven on behalf of the District. This amount shall be payable on a separate warrant drawn against District funds after approval by the Governing Board. Employees shall not be required to use their personal vehicles to transport students.

- H. Any bargaining unit member, who, as a result of a work assignment, must have meals away from the District, shall be reimbursed for the full cost of the meal upon submission of the claim.
- I. Any bargaining unit member, who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the full cost of such lodging. Where possible, the District shall provide advance funds to the employee for such lodging. If advanced funds are not available or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses as soon as possible.
- J. The District agrees to additionally compensate long-service employees in accordance with the following:

Years of service shall be anniversary years based upon the date of employment.

- 1. Employees who have completed eight (8) years of continuous service shall be granted a 3% longevity increment.
 - 2. Employees who have completed fifteen (15) years of continuous service shall be granted an additional 3% longevity increment.
 - 3. Employees who have completed twenty (20) years of continuous service shall be granted an additional 3% longevity increment.
 - 4. Employees who have completed twenty-five (25) years of continuous service shall be granted an additional 3% longevity increment.
 - 5. Employees who have completed thirty (30) years of continuous service shall be granted an additional 3% longevity increment.
- K. A shift differential of 9% above the regular rate of pay shall be paid when the employee's regular work shift begins before 7:00 a.m. or ends after 5:00 p.m. Pay shall be as follows:
 - 1. For the entire shift if the shift begins before 6:00 a.m. or ends after 6:00 p.m.
 - 2. For any hour worked between 6:00 a.m. and 7:00 a.m. or between 5:00 p.m. and 6:00 p.m.

An employee who ordinarily receives a shift differential premium shall not have a reduction in pay when assigned to a day shift for the employer's convenience or during school recesses.

- L. Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds a 15 calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days provided that his/her

salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties. Notwithstanding any provisions of this section the Governing Board may, by written rule, provide for an upward salary adjustment for any classified employee required to work out-of-classification for any period of time less than that required herein.

- M. Classification and reclassification shall proceed in accord with the process described in Appendix G. All bargaining unit members shall have the right to avail themselves of the reclass procedures outlined in Appendix G.

- N. Paid Time for In-Service

Special Education (groups III, IV, and V) Paraprofessionals shall receive six (6) hours paid time per year for in-service purposes conditioned on the approval of the administrator in charge of the program.

- O. CSEA shall establish a paraprofessional training committee for the purpose of designing a training program for paraprofessionals for one staff development day annually. The committee shall make recommendations on training needs to the District by April 15th of each fiscal year for implementation for the next fiscal year.

- P. Personal Property Damages

The District shall reimburse unit members for any loss, destruction or damage to personal property used in the schools of the District to a maximum amount of \$500 per incident. Reimbursement shall be made only when approval for the use of personal property in the schools was given before the property was brought to school or used in the schools and when the value of the property was agreed upon by the person bringing the property and the appropriate school administrator at the time the approval for use of the property was given per AUSD Personal Property Form. The preceding sentence shall not apply to the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such item(s) is/are lost or damaged in the line of duty without fault of the employee, but not when the item is lost or damaged as a result of normal wear and tear. The value of any item(s) shall be determined as of the time of the loss thereof or damage thereto.

Any personal property damage resulting from use of the property in the schools requiring the replacement or repair of such article(s) shall be reported on the District's incident report (with claims attached) and be submitted to the Business Office.

Reimbursement is not related to insurance company approvals.

- Q. A payroll worksheet shall be provided for each employee within thirty (30) days whenever there is a change in that employee's classification, rate of pay, or work week.

Continuing employees who work less than a twelve-month work year shall be provided a payroll worksheet not later than October 31 of each year, detailing salary, holidays, and benefits for that work year.

- R. New unit members will ordinarily be hired at Step A of the Salary Schedule except when the District determines that a higher step is warranted.

- S. Any unit member who is required to perform the duties of a CSEA negotiating team member when that member is attending negotiations shall receive an upward adjustment in salary starting on the first day of absence consistent with the negotiating team member's classification and the substituting employee's position on the salary schedule.

- T. 125 Plan:

Employees may elect to participate in approved 125 Plans, as established by the District and CSEA.

- U. Sick Leave Incentive

A unit member shall accumulate one extra day of sick leave for each year that the employee uses one or less days of sick leave.

A donation to the catastrophic leave bank or use of up to three days of personal necessity as religious holidays shall not constitute use of sick leave for purposes of this provision.

- V. Any bargaining unit member who is qualified and is assigned the duties of a substitute teacher shall receive his/her regular hourly rate of pay plus one-half of the daily substitute teacher rate of pay.

- W. No Strike Provision

It is expressly agreed by both parties that there will be no strike, work stoppage, slow down, job action, picketing, or refusal or failure to perform fully and faithfully all job functions and responsibilities, nor will there be any concerted action or other interference with the operations of the District, by the Association or by its officers, agents, or members during the term of this Agreement, including concerted action for the purpose of showing support of other union organizations engaged in such activity. Upon exhaustion of all available impasse procedures for issues relative to any reopener under this Agreement, the parties agree that this article shall be null and void until such time as a negotiated and ratified agreement regarding such reopener is reached.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, concerted action, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

This No-Strike Provision shall not be enforced through the Grievance procedure of Contract.

ARTICLE 12

HEALTH AND WELFARE – BENEFITS ADMINISTRATION

The District will make available medical insurance programs and will contribute toward premiums for this insurance program as described in this Article.

A. Medical Premiums

Medical benefits will be provided by participation in the CalPERS Health Benefits Program, the Public Employees' Medical and Hospital Care Act (PEMHCA). Unit members may choose any one of the plans offered by CalPERS, and must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and PEMHCA. The District shall make contributions towards CalPERS medical premiums for the unit members as described below.

In the event participation in the CalPERS Health Benefits Program ceases for any reason, the District will contribute toward premiums in an alternative health benefits program at an amount equivalent to the Basic and Supplemental Benefits contributions set forth below.

1. District Basic Contribution for Medical Premiums

As required by California Government Code Section 22892, the District will contribute \$122.00 per month per eligible full-time unit member for an approved CalPERS health plan option. The District shall increase this Basic contribution to the minimum amount required by Govt. Code Section 22892.

The amount required by Government Code Section 22892 shall be the District's Basic employee only medical benefits contribution. This basic contribution is required only to the extent that it is mandated by law and only as long as the District participates in the PEMHCA plan.

2. District Supplemental Benefits Contribution for Medical Premiums

Effective January 1, 2025, the District agrees to contribute monthly towards benefits for all unit members and their domestic partners and dependents to the amount of the medical cap. Any cost above the medical cap shall be covered by a deduction from the unit member's salary. The cap shall be set at \$1021.41 per month.

Any costs which exceed the above contribution amounts, including those caused by increases in medical plan rates, shall be covered by a deduction from the unit member's salary. The Supplemental Benefits Contribution shall be paid through an IRC section 125 plan.

The District's medical premium contributions for part-time unit members shall be prorated based on the ratio of the time employed compared to a full-time (defined as 7 hours per day) unit member.

B. Dental and Vision Benefit Allowance

The District pays all premiums for dental and vision for full time employees. The District's dental and vision premium contributions for part-time unit members shall be prorated based on the ratio of the time employed compared to a full-time (defined as 7 hours per day) unit member.

C. Compensation in Lieu of Medical Benefits

Unit members who can provide evidence of other health care coverage may elect to decline coverage by the District and receive \$305.00 per month in cash compensation in lieu of medical benefits. This benefit shall be prorated for part-time unit members based on the ratio of the time employed compared to a full-time unit member. This benefit is available to active employees only, may be used for any purpose, shall be paid through an IRC section 125 plan, and will be taxable to the employee.

Once health benefits are declined, no change may be made during the benefit year unless authorized under CalPERS approved exceptions to open enrollment period elections.

Any employee who declines coverage must renew that declination each year during the enrollment period (from the opening of the enrollment period through December 31st) and provide proof of continuing health coverage.

D. Domestic Partners

Domestic partners will be covered by the District's medical, dental and vision plans to the extent that the District's carriers provide such coverage.

The District will provide health benefits for qualified domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed pursuant to the above Family Code Section or with any local agency registering domestic partnerships.

The District shall be indemnified by the unit member against any legal action pursued by another party under any community property, contract, or family laws.

E. Purchase Option for Separated Unit Members

Upon separation from the District, a unit member may continue health and welfare coverage at his/her own cost in accordance with state and federal law (COBRA) and the applicable rules of the benefits provider(s).

F. Health and Welfare Benefit Contributions for Less than 12 Month Employees

District contributions towards the cost of health and welfare benefits for unit members working less than twelve (12) months per year shall be made each month for twelve (12) months. In such cases, the unit member's contribution shall be deducted in equal payments from each paycheck.

G. Benefits for Retirees

1. Eligibility & Participation Level

- a. Office Technical Members: eligible unit members, full-time or part-time, must be at least fifty-two (52) years of age and must have been employed by the District for at least 15 years at the date of retirement from the District.

Paraprofessional Members: eligible unit members, full-time or part-time, must be at least fifty (50) years of age and must have been employed by the District for at least twelve (12) years at the date of retirement from the District.

- b. To the extent allowed by the benefits plan providers, eligible retired unit members shall be entitled to a monthly District contribution towards medical benefits in the amount of \$370.00 based on the unit member's percentage of full-time employment at the date of his/her retirement.
- c. Eligible unit members who retire between July 1, 2023, and December 31, 2024, and thereafter, shall be entitled to a monthly District contribution towards medical benefits as follows:
- i. From July 1, 2023, through December 31, 2024, the monthly District contribution shall be capped at \$370.00.
 - ii. Effective January 1, 2025, the monthly District contribution shall be capped at \$1021.41.
- d. To be eligible for retiree medical benefits contributions under this Article, the unit member must have been on paid status in the District or on approved leave at the time of retirement and comply with all applicable rules and requirements for eligibility and participation in retiree medical benefits through CalPERS, including, but not limited to the requirement that the unit member retires under CalPERS, and that the unit member must have been enrolled in a CalPERS health plan as an active employee at the time of retirement.

2. Contribution Amounts

The District shall provide eligible retiring unit members medical benefits premium contributions as follows:

- a. The District Basic Contribution required by section A.1 and Government Code Section 22892.
- b. In addition to the District Basic Contribution, the District shall provide an amount for unit member coverage that, when added to the District Basic Contribution required by section A.1, will not exceed the amount set forth in section A.2 a, the Supplemental Contribution for the employee only medical plan.
- c. The retiree may subscribe to additional benefits available under District plans at his/her own expense.

3. Eligibility Period

- a. Eligible unit members shall have District contributions to medical benefits as described in section G.2 for any five (5) year period of time after age fifty-two (52) for Office Technical Members and fifty (50) for Paraprofessionals and before the age of 65 except as set forth in G.3.b below.
 - b. The payment of the premiums (if any) required under the above provisions will continue until the retired unit member is eligible for Medicare. When the retired unit member is eligible for Medicare, the unit member-retiree shall convert to a Medicare supplemental plan so long as the overall coverage for the retired employee is not less than would be received under the provisions of G.2.b above and the District cost is the same or less than that required by G.2.b.
4. This section G does not establish a vested right to retiree benefits contributions. All contributions required by section G are subject to change through the negotiations process pursuant to the Educational Employment Relations Act (Government Code Sections 3540, et. seq.).

H. Health and Welfare Benefits Committee

If the District is considering a change in health benefit plans, it will notify and meet with CSEA representatives regarding any proposed changes. CSEA shall appoint representatives to a District-wide committee to study cost-containment benefits.

I. Section 125 Plan

Unit members may elect to participate in an approved Section 125 Plan as established by the District and CSEA.

ARTICLE 13

HOLIDAYS

- A. Each Bargaining Unit member shall receive the following paid holidays if they fall within his/her work year:

Independence Day

Labor Day

Admission Day*

Veteran's Day

Thanksgiving Day and the Friday after Thanksgiving Day

½ day in Winter Vacation

Christmas Eve*

Christmas Day*

New Year's Eve*

New Year's Day*

Martin Luther King Day

Lincoln Day*

President's Day

Friday of Spring Recess* (or Friday before Spring Recess, as negotiated)

Memorial Day*

Juneteenth*

(Additional ½ day in Winter Vacation for Child Development Center Paraprofessionals only)

*NOTE: For Child Development Center employees

These days may be rescheduled with the consent of CSEA and Child Development Center staff.

- B. Additional Holidays:

1. Every day declared as a holiday by the President or the Governor of this State in accordance with the pertinent provisions of the Education Code shall be a paid holiday for all employees in the Bargaining Unit.
2. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

C. Holiday Eligibility:

1. 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.
2. Employees in the Bargaining Unit who are not normally assigned to duty during the school holidays of the Winter Recess or the Spring Recess day shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 14

VACATION PLAN

A. **Eligibility:**

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

B. **Paid Vacation:**

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

Payment for vacation days for regular employees paid hourly is to be paid in the fiscal year in which it is earned.

C. **Accumulation:**

Vacations with pay are earned by all employees and may be used as accumulated. Vacation time earned by unit members must be used no later than the following fiscal year. In no event shall a unit member carry over more than forty (40) days. Vacation accrual in excess of forty (40) days will be paid at the commencement of the new fiscal year. Each permanent employee will earn during each fiscal year vacation privileges according to the following schedule (vacations are pro rated for the employees working less than twelve (12) months and/or less than 8 hours per day):

1. 1 to 3 years of service: Employees shall earn annual leave at a rate of (10) days per year during their first three (3) years of service.
2. Commencing with the fourth (4th) year of continuous employment, employees shall earn leave at the rate of fifteen (15) days per year.
3. Commencing with the eleventh (11th) year of continuous employment, employees shall earn leave at the rate of twenty (20) days per year.
4. Commencing with the seventeenth (17th) year of continuous employment, employees shall earn leave at the rate of twenty-one (21) days per year.
5. Commencing with the eighteenth (18th) year of continuous employment, employees shall earn leave at the rate of twenty-two (22) days per year.
6. Commencing with the nineteenth (19th) year of continuous employment, employees shall earn leave at the rate of twenty-three (23) days per year.
7. Commencing with the twentieth (20th) year of continuous employment, employees shall earn leave at the rate of twenty-four (24) days per year.
8. Commencing with the twenty-first (21st) year of continuous employment, employees shall earn leave at the rate of twenty-five (25) days per year.

9. Commencing with the twenty-second (22nd) through the 26th year of continuous employment, employees shall earn one (1) additional day not to exceed a maximum of thirty (30) days per year.

D. Vacation Pay:

Pay for vacation days for all bargaining unit members shall be the same as that which the employee would have received had he/she been in a working status.

E. Vacation Pay Upon Termination:

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all pay earned and accumulated up to effective date of the termination, except that employees who have not completed six (6) months of employment shall not be entitled to such compensation.

F. Vacation Postponement for 12 Month Unit Members:

The following provisions apply to all 12-month unit members:

1. If a bargaining unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with the vacation schedule available at that time. If this is not possible, the District shall carry over his/her vacation to the following year up to the forty (40) accrual maximum, or pay the employee compensation for all vacation earned and accumulated during the fiscal year.
2. If for any reason a bargaining unit member is unable to take all or part of his/her annual vacation, the amount not taken shall be accumulated up to the forty day accrual maximum for use in the following year or be paid in cash.

G. Holidays:

When a holiday falls during the scheduled vacation of any bargaining unit member, such employee shall be granted an additional day's vacation with pay for each holiday falling within that period.

H. Vacation Scheduling:

1. No later than August 31st of each year, all twelve (12) month employees shall submit all vacation requests for the subsequent fiscal year. The employee's supervisor shall schedule all vacation based on seniority, consistent with the District's ability to provide services. Subsequent vacation changes during the year shall be considered on a first-come, first-served basis.
2. Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation shall not affect previously scheduled vacation of any other bargaining unit member.

I. Interruption of Vacation:

A bargaining unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave covered by this Agreement, for good cause as determined by the District, without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

J. Paid Vacation for Less-Than-Full-Time Employees:

Less than 12 month employees shall not take vacation, but are paid for a prorated vacation as part of their annual salary.

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ARTICLE 15

LEAVES

A. Sick Leave:

1. All employees shall earn one (1) day of sick leave for each month of service. Sick leave shall be accumulative without limit.
2. Probationary employees shall not be permitted to use sick leave before it is earned.
3. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each permanent employee.
4. Employees assigned less than twelve (12) months per year shall be granted sick leave on a prorated basis. Less than 12 month bargaining unit members working more than five (5) days in June, July, or August shall receive a full month's sick leave credit. Paraprofessionals working less than five (5) days per week shall be granted sick leave on a prorated basis.
5. An employee may use up to six (6) days of accrued/available sick leave per year to attend to an illness of a child, parent or spouse. This use shall be subject to the same conditions and restrictions as apply to the employee's use of sick leave for their own illness. This sick leave entitlement shall not extend the maximum period of leave to which the employee is entitled under Government Code Section 12945.2 or the Family Medical Leave Act and shall run concurrently with those leaves when the reason for this leave is also reason for leave under those provisions.
6. Employees may convert unused sick leave to retirement credit if they are filing a request for retirement subject to current PERS rules.

B. Extended Sick Leave:

Permanent employees shall be entitled to an extended leave of absence due to illness or accident in accordance with the following provisions:

1. The employee shall have used all accrued sick leave;
2. In order to receive this leave, employees shall be required to submit a signed statement from a physician, indicating the nature of the illness or accident and estimated duration of time the employee will be unavailable for duty;
3. Once an employee has exhausted all sick leave under B.1, the employee shall be eligible for one hundred (100) days extended sick leave benefits at fifty percent (50%) of the regular rate of pay. Extended sick leave, when combined with B.1, shall not exceed one hundred (100) days;

4. Leave granted under this section shall not accrue from year to year;
5. The District may require that the employee be examined by a physician designated by the District, at no cost to the employee, to assist in determining the length of time during which the employee will be unable to perform assigned duties;
6. An Absence Certificate or electronic time off request, properly executed, shall be submitted to the Human Resources Department at the end of each calendar month. Any Certificate shall be mailed to the employee at their last known address. Payroll warrants will not be released under this section until such Certificates/electronic requests are received by the Human Resources Department.

C. Industrial Accident Leave:

In addition to any other benefits that an employee may be entitled to under Worker's Compensation laws of this state, employees shall be entitled to the following benefits:

1. An employee suffering an injury or illness arising out of and in the course and scope of their employment shall be entitled to leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
2. Employees shall notify the District Administrative Office immediately when an injury or illness arising out of and in the course of employment occurs.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. The leave shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
5. During any paid leave of absence under this section, the employee shall be paid such portion of the salary due them for any month in which the absence occurs, which, when added to their temporary disability indemnity, will result in a payment not to exceed their full salary.
6. While on paid industrial accident or illness leave, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate salary warrants and shall deduct there from normal retirement and other authorized contributions.
7. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability

payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

8. Benefits provided by these rules and regulations shall be applicable to all employees immediately upon their completing six (6) months of service.

D. Bereavement Leave:

1. An employee shall be entitled to a leave of seven (7) days due to the death of spouse, parent, or child.
2. An employee shall be entitled to a leave of absence, not to exceed three (3) days for one-way travel of 250 miles or less, or five (5) days if one-way travel of over 250 miles is required on account of death of any member of their immediate family, except for spouse, parent, or child.
3. For purposes of this provision, the term "immediate family" shall include grandparents, grandchildren, in-laws, and siblings of the employee or any individual residing in the immediate household of the employee. Inclusion of other members in the definition of "immediate family" may be granted at the direction of the Superintendent or designee.
4. Any employee may be granted up to two (2) days bereavement leave for the death of persons of established close family relationship.
5. For leave granted under this provision, no deduction shall be made from salary or sick leave, unless otherwise specified.
6. Upon exhaustion of bereavement leave, an employee may use personal necessity leave in accordance with Section H.
7. Upon exhaustion of bereavement leave, an extension of bereavement leave may be granted by the Superintendent, but it shall be deducted under sick leave. Requests shall not be unreasonably denied.
8. Notification to the District of the absence shall be made in accord with the sick leave policy.

E. Maternity Leave:

1. The Board shall provide for leave of absence from duty for any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence,

including the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

2. Pregnancy Disability:

Employees are entitled to use sick leave as set forth in Section A of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for child care, child rearing, or preparation for child rearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require verification of the extent of disability through consultation with the employee and the employee's physician.

F. Compelling Personal Importance:

Three days of sick leave may be used by an employee for the reason of compelling personal importance. "Compelling Personal Importance" is used to mean an event or circumstance which is out of the ordinary, beyond the control of the employee, and one that cannot be handled before or after regular duty hours. This day may not be used in conjunction with any other leave without prior approval by the District Human Resources Department.

G. Judicial leave:

An employee shall be granted leave to appear in court as a witness when subpoenaed, to serve on a jury, or respond to an official order from another governmental jurisdiction for reasons not brought about by the connivance or misconduct of the employee. An employee shall receive their regular pay and shall endorse to the District any amounts received for jury or witness fees.

H. Personal Necessity Leave:

Personal necessity leave shall be limited to circumstances serious in nature which the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters, which cannot be accomplished at any other time.

1. In any single school year, a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons as defined below.
2. Under personal necessity leave, the employee shall not be required to secure advance permission for leave taken for any of the following reasons:
 - a. Death or serious illness of a member of their immediate family.

- b. Accident, involving their person or property, or the person or property of a member of their immediate family.
 - c. Imminent danger to the home of an employee occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during their assigned hours of service.
- 3. Other personal necessity leaves allowable shall be limited to the following and require prior approval:
 - a. Appearance in court as a litigant;
 - b. Paternity;
 - c. Bereavement beyond the number of days allowable in the bereavement leave rule;
 - d. Adoption;
 - e. Other person "contingencies" that require an employee's absence from duty. "Contingency" is used to mean an event or circumstance, which is out of the ordinary, beyond the control of the employee and one that cannot be handled before or after regular duty hours.
- 4. Where prior approval is necessary for personal necessity leave, the employee shall submit the request for leave in writing to the immediate supervisor two (2) working days prior to requested commencement of leave. When no advance permission is required, the employee shall fill out the necessary absence forms upon their return. The District Human Resources Department shall be responsible for the administration of Personal Necessity Leaves, including approval and verification of the reasons for such leaves.

I. Child-Rearing Leave:

An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing their child. Such leave shall be for a maximum period of three (3) months and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.

J. Family Medical Leave:

Pursuant to the Federal Family and Medical Leave Act of 1993 (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act (Government Code Section 12945.2) an employee may be eligible for either paid or unpaid family care and medical leave, for family and medical purposes, depending on each employee's particular circumstances. The District will

comply with all mandated provisions under these acts and reserves the right to act within the dictates of the law.

K. Catastrophic Illness Leave:

1. Any Unit member possessing more than ten (10) days of accumulated sick leave may donate up to three (3) days of sick leave to be used by Unit members for catastrophic illness or injury.
2. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.
3. An employee (or CSEA representative on the employee's behalf) seeking to use donated leave shall fill out the required form and may be required to provide verification of his or her inability to work due to a catastrophic illness or injury. The verification shall be a signed statement from a physician, indicating the nature of the illness or injury and estimated duration of time the employee will be unavailable for duty. The District may also require an additional examination at District expense by a physician designated by the District to verify the nature and extent of the illness or injury.
4. An eligible employee wishing to donate sick leave under this section shall fill out a sick leave donation form. All donations of sick leave under this section are irrevocable. Any remaining donated hours are to be placed in a catastrophic illness leave bank, to be used upon request.
5. No employee may use donated leave for a catastrophic illness or injury for more than twelve (12) consecutive months from the employee's first day of use of donated leave.
6. Donated sick leave shall be used on a one-day-for-one-day basis without consideration of the pay rates of the donor(s) and user.
7. Donations will be solicited on an as-needed basis.

L. Quarantine Absence:

There will be no charge against an employee's cumulative sick leave if because of another's illness they have been quarantined by city or county health officers. Under these circumstances, the employee shall receive their salary in full.

M. General Leave:

When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time upon terms acceptable to the District and an employee.

N. Substitutes:

Human Resources will make every effort to employ a substitute for an employee who is absent to ensure there is coverage.

O. Sick Leave Incentive/Wellness Leave:

All unit members who serve an entire school year and use one (1) or less sick leave days during the school year, shall be credited with (1) day of wellness leave.

Wellness leave days shall be tracked in a separate leave bank.

A donation to the catastrophic leave bank or use of up to three days of personal necessity as religious holidays shall not constitute use of sick leave for purposes of this provision.

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ARTICLE 16
LEAVE OF ABSENCE FOR RETRAINING AND STUDY

A. Retraining and Study Leave:

1. A leave of absence for study/retraining may be granted to any member of the Bargaining Unit.
2. Such leave of absence may be taken in separate six (6) month periods or in any other appropriate period rather than for a continuous one-year period, provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
3. Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.
4. Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
5. No more than one study leave of absence shall be granted in each three (3) year period.
6. No more than one retraining leave of absence shall be granted in each three (3) year period.
7. Any leave of absence granted under this policy shall not be deemed a break in service for the purpose of movement on the salary and vacation schedule or for longevity computation nor shall any employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement while on this leave.

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ARTICLE 17
SAFETY

- A. Any employee who identifies unsafe or potentially unsafe working conditions shall report them immediately to the supervisor in charge.
- B. The District Safety Committee shall be composed of two (2) members appointed by CSEA and two (2) members appointed by the Superintendent.
- C. The Committee shall be chaired alternately by a CSEA member and one of the members appointed by the Superintendent.
- D. The Committee shall meet semi-annually upon the call of three (3) members.
- E. The Bargaining Unit members of the committee shall be allowed reasonable release time for committee meetings under this Article.

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ARTICLE 18

PROFESSIONAL GROWTH PLAN

A. Application for Professional Growth Plan:

Permanent classified employees may wish to improve their opportunities for advancement in the District or improve job skills by professional growth. An employee interested in taking a course from a junior college, university, trade school or adult school should obtain the course catalog, meeting schedule, course credits and personal costs to enroll. This information should be attached to the Human Resources course approval form (Appendix J) and be submitted to the Assistant Superintendent, HR / designee prior to attempting to earn professional growth credits. (Forms are available in the Human Resources Department).

B. Professional Growth Award Units:

1. A Professional Growth Award may be earned as follows, upon prior approval by the Assistant Superintendent, HR/designee:
 - a. Completing nine (9) semester units (or 13 ½ half-quarter units) of work in an accredited educational institution. Credit will not be granted for audited courses;
 - b. Completing specific in-service courses which are attended outside of working hours;
 - c. Completing correspondence courses;
 - d. Attendance at workshops and conferences. The amount of credit earned will be determined at the time the request for approval is considered;
 - e. Completion of a four (4) year degree program from an accredited college or university. This provision applies only to degrees obtained after the effective date of this Agreement;
 - f. When an institution indicates the number of hours of participation, rather than a specific number of units, one semester unit will be granted for each fifteen (15) hours (minimum) of classroom or workshop participation and in multiples of five (5) hours thereafter for each additional 1/3 semester unit – ten (10) hours equals 2/3 semester units. Institutional credit in terms of quarter units will be converted into semester units on the basis that one quarter unit is equivalent to 2/3 of one semester unit.
2. The required number of units must be divided on the following basis:
 - a. The equivalent of six (6) units minimum to be chosen from courses related to the employee's job description; and

- b. The equivalent of three (3) units to be either general education courses or courses related to the employee's job description. (For example, the nine (9) units may be job related.)
3. Any units earned in excess of the units required for an award may be applied toward subsequent awards. Up to two (2) awards may be granted per year. Awards will be granted once per year by August 31, except that an award will be granted at any time upon completion of nine (9) semester units of work in approved job-related technology courses.
4. The District will accept the number of credits awarded by the educational institution where the course was completed.
5. Courses not noted on the list of Specific Job-Related Courses but offered at any accredited educational institution may be taken for credit under the category of General Education Courses. Such courses may be taken under the category of Specific Job-Related Courses, provided they are applicable to the employee's job description and prior approval is granted.
6. Approval for Professional Growth Award credit will be made by the Assistant Superintendent, HR/designee as either Job-Related or General Education. In the event that the Assistant Superintendent, HR/designee disapproves, the Chapter President/designee and Assistant Superintendent, HR/designee will meet to discuss the reasoning for the denial. If agreement cannot be reached, the employee may appeal to the Superintendent.

C. Award Rate and Effective Date:

An award of \$50.00 per month for each nine (9) semester units of approved credit earned shall be granted upon completion of units to an employee participating in the Professional Growth Program. Effective July 1, 1997, for purposes of this article, a full-time Paraprofessional is equivalent to six (6) hours per day. Less than full-time Paraprofessionals shall receive awards on a pro-rated basis. A maximum of seven (7) awards may be granted to an employee during his or her tenure in the District with the following exceptions: an employee may be granted additional awards for either or both of the following: nine (9) semester units of job-related technology courses taken on or after January 1, 1996, and/or a four (4) year degree from an accredited college or university obtained on or after the effective date of this Agreement. The employee must provide the Assistant Superintendent, HR /designee with evidence of a satisfactory grade upon completion of the course. All transcripts must be submitted to the office by August 31st to be eligible for incentive pay credit in the current fiscal year.

Areas of Study Related to Job Classifications:

All History

English, Spelling, or Vocabulary Development

First-Aid and Safety

Mathematics (all levels)

Psychology courses related to Human Relations and Personal Development

Reading Improvement

Any modern Foreign Language

Suggested Areas of Study listed below are job-related if they cover duties set forth in the employee's job description:

Accounting

Anthropology

Business Education courses

Computer Science

Finance

General Business

Industrial Relations and Personnel Administration

Information System Management

Marketing Management

Production and Operations Management

Sociology

Study of Public Administration

Word Processing

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ARTICLE 19
SAVINGS CLAUSE

A. If during the life of this Agreement there exists any applicable law, or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or a portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

B. Replacement of Severed Provision:

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate on the subject of the invalidated Section within thirty (30) days after such determination.

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ARTICLE 20

LAYOFFS

I. Definitions:

- A. Layoff: a layoff is an involuntary reduction in hours due to lack of work or lack of funds.
- B. Seniority: seniority shall be determined by each employee's date of hire within each classification held. (See II-B below for the tie breaker.)
- C. Classification: classification or "class" is the District general classification (job title and description). A "class" is tied to a single range within the salary schedule.
- D. Written Communication: some written communication required by the Article shall be sent by certified mail, return receipt requested or by signed acknowledgement of receipt.

II. Application:

- A. An employee whose position has been noticed for layoff or reduction in hours shall, in accordance with his/her seniority, be given the following options:
 - 1. Bump into a position in the same classification held by the least senior employee in a position with the same hours and work year.
 - 2. Bump into a position in the same classification held by the least senior employee in a position with less hours in the same work year.
 - 3. Bump into a position in a lower classification in which the employee previously held permanency held by the least senior employee in a position with the same hours and work year.
 - 4. Bump into a position in a lower classification in which the employee previously held permanency held by the least senior employee in a position with less hours in the same work year.
 - 5. Service retirement.
 - 6. Accept the layoff.
- B. Tiebreaker: If two (2) or more employees subject to layoff have equal seniority in the classification, seniority will be determined by the first date of paid service as a regular employee, and if that be equal, then determination shall be by lot.

III. Notice:

- A. Written notice of layoff shall be given to the affected employee(s) and CSEA no later than forty-five (45) calendar days prior to the effective date of the layoff.
- B. The notice of layoff shall contain the following:
 - 1. Information concerning the employee's bumping/displacement rights, if any.
 - 2. Effective date of layoff or reduction in hours.
 - 3. The employee's re-employment rights.
 - 4. Advice to notify the District of temporary or permanent change of address.
 - 5. A copy of the Board resolution regarding the layoff.
- C. The Superintendent or his/her designee and the CSEA representative shall meet with the potential laid off employee (usually during their working hours) to review options in lieu of layoff (if any) and explain the layoff process. Information shall be provided regarding the District's phone hotline and on-line job postings.
- D. Employees who have been given notice of layoff shall respond to the District in writing within five (5) workdays of postmark or signed acknowledgement of receipt, of their intent to exercise bumping/displacement rights within their classification or a lower classification in which they previously held permanency or to a reduction in hours.
- E. Upon request, the district shall meet with CSEA within ten (10) days of the date notices are mailed to affected employee(s) to discuss the impact of the layoff. Negotiations shall be limited to reviewing the projected layoff in accordance with the procedures of the Article.

IV. Re-Employment Rights:

- A. Laid off employees shall be entitled to re-employment rights as provided by law which shall include notification of available positions in any classification in which the laid off employee previously held permanency.
- B. Laid off employees shall be notified of possible re-employment by certified mail, return receipt requested, to the employee or former employee's last known address on file with the District. It shall be the employee or former employee's duty to keep the District advised, in writing, of current contact information.

- C. The laid off employee shall have ten (10) workdays from date of postmark to notify the District in writing of acceptance. Failure to respond in writing within the ten (10) workdays shall be considered a waiver of the right to the vacancy. Any laid off employee accepting an offer of employment shall report for work on the first assigned work date.
- D. Any laid off employee who accepts an offer of re-employment in writing and fails to appear for work at the time agreed shall receive no further re-employment offers unless he/she notifies the District of his/her availability in writing.
- E. When a laid off employee declines three (3) offers of re-employment or fails to respond to two (2) such offers, no additional offers need to be made.
- F. Once a position has been designated as vacant in a given classification, the following placement process shall be followed in order:
 - 1. In order of seniority, the position shall be offered to members in the same classification as the vacant positions, who are not whole due to the layoff.
 - 2. In order of seniority, the position shall be offered to laid off members in the same classification.
 - 3. After lateral transfers have been granted where applicable, any unit member may apply for the position including those who are laid off from other classifications.
 - 4. If the vacant position is still available, it shall follow the hiring process found in Article 7.
- G. Service Retirement in lieu of layoff: consistent with the provisions of the Education Code laid off employees accepting retirement shall have the benefit of re-employment in an appropriate vacancy.
- H. Upon re-employment, the employee's seniority shall be reinstated at the original hire date as of the time of layoff and be placed at the same range and step as laid off if re-employed within the same classification.

V. Impact of Classified Layoff

- A. If, in lieu of being laid off, an employee elects to bump to a lower classification as provided above, the employee shall receive the step of the salary range that will most nearly provide the salary he/she received in the class at the time of layoff. If his/her salary or hourly rate is higher than the salary or hourly rate in the new range, the employee shall be placed at the highest step of the new range. If this

highest step is a longevity step, the employee must separately qualify for the longevity placement based on actual number of years in the District. Hours and work year shall be adjusted to reflect the new position, and compensation shall be adjusted to reflect the new work schedule.

- B. Members being laid off shall be entitled to continue their current health and welfare benefits through the end of the next month, following the effective date of lay-off.
- C. Employees laid off shall be notified of and entitled to purchase medical and/or dental insurance consistent with COBRA provisions.
- D. Employees who are wholly laid off shall be paid for all earned pay, unused accrued vacation and compensatory time.
- E. The District and CSEA recognizes that the employee(s) subject to layoff shall be entitled to apply for unemployment compensation.
- F. If work within the Bargaining Unit is to be redirected to other bargaining unit employees due to a "lack of funds" layoff, AUSD and CSEA shall reinstate the Budget Reduction Impact Committee (BRIC) process.

ARTICLE 21

TERM

- A. This Agreement shall be effective as of and retroactive to July 1, 2021 upon ratification by the parties and shall continue in full force and effect through June 30, 2024 or until the parties complete negotiations except where otherwise noted. For the 2022-2023 and 2023-2024 school years each party may reopen Article 11 Pay and Allowances, and one additional article.
- B. The Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.
- C. Both parties shall submit initial proposals for a successor agreement ninety (90) to one hundred twenty (120) days prior to the end of this Agreement and consistent with their obligations under Government Code Section 3450 *et. seq.* Both parties agree to meet and begin negotiations no later than April 15.
- D. District shall within sixty (60) days of agreement's ratification provide all unit members with access to an electronic copy, or a printed copy upon request, of the complete Collective Bargaining Agreement with appropriate appendices, including:

Health and Welfare Benefits	Appendix A
List of Classifications	Appendix B
Salary Schedule	Appendix C
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Evaluation Forms	Appendix E
Grievance Form	Appendix F
Job Reclassification	Appendix G
Domestic Partner Forms	Appendix H
Course Approval Form	Appendix I

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APPENDICES

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APPENDIX A

BENEFITS

CSEA 27 & 860 Full Time
Effective January 1, 2022 - December 31, 2022
Full Time, 5 days per week, 12 months per year



<u>Available Benefit Plans</u>	<u>Monthly Premium Rates</u>			<u>Employer Monthly Contribution</u>			<u>Employee Monthly Deduction</u>		
	Single	2-Party	Family	Employee Only	Employee Plus One	Employee Plus Family	Employee Only	Employee Plus One	Employee Plus Family
Anthem Blue Cross Select HMO \$15 Copay	\$1,015.81	\$2,031.62	\$2,641.11	\$370.00	\$520.00	\$570.00	\$645.81	\$1,511.62	\$2,071.11
Anthem Blue Cross Traditional HMO \$15 Copay	\$1,304.00	\$2,608.00	\$3,390.40	\$370.00	\$520.00	\$570.00	\$934.00	\$2,088.00	\$2,820.40
Health Net \$15 Copay HMO	\$1,153.00	\$2,306.00	\$2,997.80	\$370.00	\$520.00	\$570.00	\$783.00	\$1,786.00	\$2,427.80
Kaiser \$15 Copay HMO	\$857.06	\$1,714.12	\$2,228.36	\$370.00	\$520.00	\$570.00	\$487.06	\$1,194.12	\$1,658.36
Blue Shield Access+ HMO	\$1,116.01	\$2,232.02	\$2,901.63	\$370.00	\$520.00	\$570.00	\$746.01	\$1,712.02	\$2,331.63
PERS Platinum PPO (Previously PERS Choice & Care)	\$1,057.01	\$2,114.02	\$2,748.23	\$370.00	\$520.00	\$570.00	\$687.01	\$1,594.02	\$2,178.23
<u>PERS Gold (Select) PPO* Affordable Coverage Option</u>	\$701.23	\$1,402.46	\$1,823.20	\$370.00	\$520.00	\$570.00	<u>\$331.23</u>	\$882.46	\$1,253.20
Delta Dental PPO	\$63.90	\$114.80	\$164.60	\$63.90	\$114.80	\$164.60	\$0.00	\$0.00	\$0.00
Vision Service Plan (VSP)	\$28.55	\$28.55	\$28.55	\$28.55	\$28.55	\$28.55	\$0.00	\$0.00	\$0.00
Cash Out Stipend	\$305.00								

ALL medical plans meet the Minimum Essential Coverage and Minimum Value (MEC, MEV) requirements as set by ACA regulations

IMPORTANT INFORMATION: Regarding the Patient Protection and Affordable Care Act (ACA)

*PERS Gold PPO meets the ACA affordability calculation for employees working Full-Time as defined under ACA as 30 or more hours per week.

Rev. 07/2021

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APPENDIX B

LIST OF CLASSIFICATIONS

Office/Technical Unit	
New/Position/Title Range	
Network Administrator	46
Media Technology Specialist; Systems Analyst; Database Administrator	44
Leaves Administrator; Educational Computer Tech	44
Accountant; Budget Analyst	42
Applications/Database Specialist	42
Assessment Testing Admin/Database Specialist	42
Administrative Assistant; Technology Support Specialist	41
Administrative Assistant/SELPA	41
Payroll Technician II	39
School Office Manager	39
Department Office Manager	38
Staff Secretary II; CWA Specialist	36
Office Specialist	36
Applications Support Tech/Database Specialist	36
Accounting Technician/District	36
Personnel Specialist / Personnel Technician	36
Assistive Technology Specialist	36
Accounting Technician/SELPA	35
Accounting Technician	35
Accounting Technician/Food Service	35
Payroll Technician	35
Purchasing Technician	35
Accountability Specialist; College/Career Specialist; Transition Services Specialist	35
School Attendance Specialist	34
Testing Specialist/Assessment	34
Testing Specialist/ELD	34
Staff Secretary I/ELD	34
Staff Secretary I/Student Services	34
Staff Secretary I/ROP	34
Accounting Assistant III - ROP	34
School Treasurer	33
Student Services Assistant	33
Human Resources BTSA/PAR Technician	33
Accounting Assistant II	32
School Office Assistant	31
Office Assistant/District	31
Facilities Use & Trans. Technician	31
Junior Accountant	31
Accounting Assistant I	29
Media/Textbook Technician	29
Health Office Assistant	29
Mail Clerk	25
Campus Security	25

LIST OF CLASSIFICATIONS

Paraprofessional Unit

Effective: July 1, 2013

Group I

Woodstock Child Development Center Paraprofessional

Group II

Paraprofessional – General Education

Paraprofessional – Library/Media Center

Group III

Paraprofessional – Special Education

Group III+

Paraprofessional – Bilingual

Group IV

Paraprofessional – Special Needs

Group V

Paraprofessional – Behavior Intervention

Group VI

Educational Interpreter

APPENDIX C

SALARY SCHEDULE

BOE Approval: 3/22/2022

Alameda Unified School District
CSEA Office Technical Unit Salary Schedule
Base 7/1/2021 with 1% Increase Effective 1/1/2022

Monthly rates based on a 261 day work year
Time Base Hourly (H)
(9% Shift Differential applies to certain shifts; see Article 11, Section L)

Position	Range	Step					Longevity Increments				
		A	B	C	D	E	9-15Yrs (Plus 3%)	16-20Yrs (Plus 3%)	21-25Yrs (Plus 3%)	26-30Yrs (Plus 3%)	Over 30Yrs (Plus 3%)
Not in use	24	2,924.02	2,964.96	3,111.12	3,274.68	3,454.76	3,597.02	3,643.56	3,753.18	3,866.38	3,982.66
		129.84	136.32	143.04	150.96	159.12	167.52	172.96	177.76	183.12	188.92
		16.23	17.04	17.88	18.82	19.74	20.33	20.94	21.57	22.22	22.89
Mailroom Clerk	25	3,347.76	3,500.02	3,692.28	3,895.42	4,078.56	4,200.96	4,298.88	4,456.14	4,590.12	4,727.58
Campus Security		153.92	161.84	169.76	178.64	187.52	193.12	198.88	204.88	211.04	217.36
		19.24	20.23	21.22	22.33	23.44	24.14	24.86	25.61	26.38	27.17
Not in use	28	3,607.02	3,769.72	3,966.34	4,184.70	4,395.24	4,574.48	4,663.20	4,802.40	4,946.82	5,094.72
		165.84	174.24	183.28	192.40	202.08	208.16	214.40	220.80	227.44	234.24
		20.73	21.76	22.91	24.05	25.26	26.02	26.80	27.60	28.43	29.28
Accounting Assistant I		3,692.28	3,855.42	4,080.30	4,290.64	4,504.96	4,640.96	4,779.76	4,922.46	5,070.36	5,221.74
Media/Workshop Technician		169.76	178.64	187.60	197.28	207.12	213.36	219.76	226.32	233.12	240.08
Health Office Assistant	29	2,122.12	2,233.12	2,345.12	2,468.12	2,593.12	2,687.12	2,747.12	2,829.12	2,914.12	3,001.12
Facilities Use & Transportation Tech		3,791.46	3,896.34	4,184.70	4,398.72	4,616.22	4,755.42	4,898.10	5,044.26	5,195.64	5,352.24
Personnel Assistant	30	174.32	183.28	192.40	202.24	212.24	218.64	225.20	231.92	238.88	246.08
Student Support Provider		21.79	22.91	24.05	25.28	26.53	27.33	28.15	28.99	29.86	30.76
Accounting Assistant II		3,835.42	4,000.30	4,290.64	4,504.96	4,731.06	4,873.74	5,019.80	5,171.28	5,328.14	5,488.22
Office Assistant/District Junior Accountant	31	178.64	187.60	197.28	207.12	217.52	224.08	230.80	237.76	244.88	252.24
School Office Assistant		22.33	23.45	24.66	25.89	27.19	28.01	28.85	29.72	30.61	31.53
Parent Liaison	32	3,986.34	4,184.70	4,398.72	4,616.22	4,852.86	4,999.02	5,148.86	5,303.52	5,461.86	5,625.42
		183.28	192.40	202.24	212.24	223.12	229.64	236.72	243.64	251.12	258.64
		22.91	24.05	25.28	26.53	27.89	28.73	29.59	30.46	31.36	32.33
Accounting Assistant III-ROP		4,080.30	4,290.64	4,504.96	4,731.06	4,967.70	5,117.34	5,270.46	5,428.80	5,592.36	5,759.40
School Treasurer/Student Services Assistant	33	187.60	197.28	207.12	217.52	228.40	235.28	242.32	249.60	257.12	264.80
HR-BTSA/PAR Personnel Tech.		23.45	24.66	25.89	27.19	28.55	29.41	30.29	31.20	32.14	33.10
School Attendance Specialist: Accounting Assistant III		4,184.70	4,398.72	4,616.22	4,852.86	5,098.20	5,251.32	5,409.86	5,571.48	5,736.12	5,903.78
Staff Secretary I: ELD, 35hrs. ROP	34	192.40	202.24	212.24	223.12	234.40	241.44	248.72	256.16	263.84	271.76
Testing Specialist: Assessment, ELD		24.05	25.28	26.53	27.89	29.30	30.18	31.09	32.02	32.96	33.97
Accounting Technician: District, SELPA, Food Service, Solid		4,290.64	4,504.96	4,731.06	4,967.70	5,215.22	5,361.32	5,513.64	5,710.68	5,881.20	6,056.94
College Career Center Tech, Transition Services Specialist	35	197.28	207.12	217.52	228.40	240.24	247.44	254.88	262.56	270.40	278.48
Accountability Specialist Payroll Tech, Purchasing Tech		24.66	25.89	27.19	28.55	30.03	30.93	31.86	32.82	33.80	34.81
Personnel Technician, Personnel Specialist		4,398.72	4,616.22	4,852.86	5,098.20	5,352.24	5,512.32	5,677.62	5,848.14	6,023.88	6,204.64
Staff Secretary II/CWA Specialist	36	202.24	212.24	223.12	234.40	246.08	253.44	261.04	268.88	276.96	285.28
Office Specialist		25.28	26.53	27.89	29.30	30.76	31.88	32.83	33.81	34.82	35.86
Assistive Technology Spec.	37	207.12	217.52	228.40	240.24	252.32	259.82	267.68	275.68	283.92	292.40
		25.89	27.19	28.56	30.04	31.54	32.49	33.46	34.46	35.49	36.55
Department Office Manager	38	4,616.22	4,852.86	5,098.20	5,352.24	5,633.68	5,792.46	5,966.46	6,146.68	6,330.12	6,519.78
		212.24	223.12	234.40	246.08	258.56	266.32	274.32	282.56	291.04	299.76
		26.53	27.89	29.30	30.76	32.32	32.99	34.29	35.32	36.38	37.47
School Office Manager		4,731.06	4,967.70	5,215.22	5,491.44	5,766.96	5,918.62	6,116.10	6,298.80	6,488.46	6,683.34
Payroll Technician II	39	217.52	228.40	240.24	252.32	264.80	273.64	281.12	289.60	298.32	307.28
		27.19	28.55	30.03	31.56	33.14	34.13	35.15	36.20	37.29	38.41
Technology Support Specialist		4,967.70	5,215.22	5,491.44	5,792.46	6,043.02	6,233.88	6,430.16	6,603.90	6,801.66	7,005.24
Administrative Assistant	41	228.40	240.24	252.32	264.80	277.84	286.16	294.72	303.60	312.72	322.08
Administrative Assistant/SELPA		28.55	30.03	31.56	33.06	34.73	35.77	36.84	37.95	39.09	40.26
Accountant/District: Payroll, Digital Communications Specialist		5,098.20	5,352.24	5,633.68	5,902.08	6,196.44	6,382.32	6,573.72	6,770.34	6,973.92	7,182.72
Budget Analyst: SPED, MOF	42	234.40	246.08	258.56	271.36	284.88	302.24	311.28	320.64	330.24	340.24
Applications/Database Administration Specialist		29.30	30.76	32.32	33.92	35.61	36.68	37.78	38.91	40.06	41.28
Leaves Desk Administrator		5,352.24	5,633.68	5,918.62	6,208.32	6,513.36	6,718.14	6,919.92	7,127.04	7,341.06	7,562.04
Systems Analyst: Media Technology Specialist	44	246.08	258.56	271.36	285.44	299.92	308.88	318.16	327.68	337.52	347.68
Educational Computer Tech		30.76	32.32	33.98	35.68	37.49	38.61	39.77	40.96	42.19	43.46
Network Administrator		5,619.78	5,910.72	6,204.64	6,513.04	6,833.88	7,059.18	7,271.46	7,489.96	7,713.42	7,944.64
Student Support Services Data and Compliance Administrator	46	258.48	271.76	285.28	299.68	315.12	324.96	334.32	344.32	354.88	365.28
		31.31	33.97	35.66	37.46	39.38	40.57	41.79	43.04	44.33	45.66

Alameda Unified School District
CSEA Paraprofessional Unit Salary Schedule
Base 7/1/2021 with 1% Increase Effective 1/1/2022

Time base Hourly (H) Position	Range	Time Base	Step				Longevity Increments							
			Year 1 A	Year 2 B	Year 3 C	Year 4 D	Years 5-6 E	Years 7-8 F	9-15Yrs (Plus 3%)	16-20Yrs (Plus 3%)	21-25Yrs (Plus 3%)	26-30Yrs (Plus 3%)	Over 30Yrs (Plus 3%)	
	1	H	16.07	16.53	17.18	18.03	18.96	19.87	20.47	21.08	21.71	22.36	23.03	
	2	H	17.12	17.60	18.32	19.23	20.19	21.19	21.83	22.48	23.15	23.84	24.56	
	3	H	18.18	18.71	19.45	20.41	21.44	22.52	23.20	23.90	24.62	25.36	26.12	
	4	H	19.08	19.59	20.37	21.40	22.48	23.59	24.30	25.03	25.78	26.55	27.35	
	5	H	19.56	20.11	20.92	21.96	23.06	24.22	24.95	25.70	26.47	27.26	28.08	
	9	H	23.77	24.43	25.42	26.68	28.00	29.44	30.32	31.23	32.17	33.14	34.13	
	14	H	28.46	29.25	30.43	31.94	33.54	35.23	36.29	37.38	38.50	39.66	40.85	
* Additional \$0.80/hour Bilingual Stipend for ELD Paraprofessionals														

APPENDIX D
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APPENDIX E

EVALUATION FORMS

Alameda Unified School District OFFICE TECHNICAL EVALUATION FORM

Name:	Hire Date in Current Position:
Position:	Due in HR by:
Type of Evaluation: <input type="checkbox"/> Permanent <input type="checkbox"/> Probationary 3 rd Month <input type="checkbox"/> Probationary 5 th Month	Evaluation Conference Date: Evaluation Period: From: _____ To: _____
RATINGS: All categories must be supported in the comments section or in the form of an attachment.	
RATING CODES: 1. Exceptional - Exceeds standards according to job description. 2. Above Average - Consistently meets standards according to job description. 3. Satisfactory - Meets standards according to job description. 4. Needs Improvement - Inconsistently meets standards according to job description. 5. Unsatisfactory - Does not meet standards according to job description N/A	

	1	2	3	4	5	N/A	COMMENTS
Part 1. Professional Skills							
I. Communication							
1. Communicates on a level consistent with this position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Communicates clearly and concisely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
II. Health and Safety Practices							
1. Complies with all safety practices established by the District.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Refrains from taking unnecessary risks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Takes proper precautions towards own health.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
III. Judgment, Decision Making, and Dependability							
1. Demonstrates the ability to make good decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Recognizes unusual circumstances and responds appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Works well without close supervision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	1	2	3	4	5	N/A	COMMENTS
4. Follows directions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
IV. Knowledge of Work							
1. Aware of duties and responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Follows work instructions in a complete and thorough manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Ability to grasp and carry out job duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Understands job requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
V. Operation and Care of Equipment/Work Area							
1. Keeps work area neat, cleans up work site/area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Takes proper care of equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
VI. Planning and Organizing Work							
1. Maintains an organized work system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Arranges priorities to meet emergencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Makes informed decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
VII. Quality and Accuracy of Work							
1. Keeps accurate records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Checks/proofreads copy for errors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Shows quality in work performed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Part 2. Personal Attributes							
I. Attendance/Punctuality							
1. Is rarely absent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Arrives on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Returns from breaks and lunch on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
II. Effective Use of Time/Meets Deadlines							
1. Manages work efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Understands priorities in job and plans accordingly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Seeks advice of supervisor if unsure of priorities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
III. Initiative							
1. Asks questions when task is not understood.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Sees things to do without being told.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Suggests, learns and applies new ideas, procedures and techniques.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	1	2	3	4	5	N/A	COMMENTS
IV. Positive Interaction with Peers, Public, and Students							
1. Cooperates with public and staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Treats the public, staff, and students with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Promotes respect and collaboration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
V. Work Attitude							
1. Maintains a flexible attitude toward changes in routine and responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Communicates pertinent information to others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Willingness to participate in team efforts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OVERALL EMPLOYEE RATING SUMMARY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
VI. Skill Enhancement (Workshops, committees, courses to improve skills. <i>Narrative</i>)							

<p>EMPLOYMENT RECOMMENDATION:</p> <p>For Permanent Employees Only:</p> <p><input type="checkbox"/> Continue in position <input type="checkbox"/> Continue on condition ** see recommendation</p> <p>For Probationary Employees Only:</p> <p><input type="checkbox"/> Recommend Permanent Status</p> <p><input type="checkbox"/> Extend probationary status _____</p> <p style="text-align: center;">Number of Months (<i>Pending written approval of District/CSEA</i>)</p> <p><input type="checkbox"/> Do not recommend Permanent Status</p>
<p>COMMENDATION:</p> <div style="height: 100px;"></div>

**** RECOMMENDATION:**

EMPLOYEE COMMENTS, IF ANY:

_____/_____
Signature of Evaluator Date _____/_____
Signature of Employee Date

It is understood that in signing this form the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusion of the evaluation. Employee comments must be submitted to Human Resources Office within ten (10) days.

_____/_____
Reviewed by Chief Human Resources Officer Date

Distribution:

Human Resources

Evaluator

Employee

Alameda Unified School District
PARAPROFESSIONAL EVALUATION

Name:	Hire Date in Current Position:
Position:	Due in HR by:
Type of Evaluation: <input type="checkbox"/> Permanent <input type="checkbox"/> Probationary 3 rd Month <input type="checkbox"/> Probationary 5 th Month	Evaluation Conference Date: Evaluation Period: From: _____ To: _____
RATINGS: All categories must be supported in the comments section or in the form of an attachment.	
RATING CODES: 1. Exceptional - Exceeds standards according to job description. 2. Above Average - Consistently meets standards according to job description. 3. Satisfactory - Meets standards according to job description. 4. Needs Improvement - Inconsistently meets standards according to job description. 5. Unsatisfactory - Does not meet standards according to job description N/A	

GENERAL RESPONSIBILITIES	1	2	3	4	5	N/A	COMMENTS
1. Employee consistently complies with assigned working hours and maintains good attendance record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Employee complies with district regulations that affect the performance of tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Employee understands that he/she is seen as the representative of the district when dealing with students and the public.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Employee observes safety procedures in the performance of tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Employee operates and cares for district equipment in an appropriate manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Employee models correct grammar, English usage, and punctuation skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Employee maintains confidentiality regarding students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Employee demonstrates skill and knowledge necessary for the performance of assigned tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Employee plans, organizes, prepares materials and completes tasks in a timely manner, as assigned.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Employee is able to coordinate work and understands the effect it has in the performance of tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Employee implements planned instruction of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

GENERAL RESPONSIBILITIES	1	2	3	4	5	N/A	COMMENTS
12. Employee performs clerical duties, such as data collection and students records, in a timely manner as assigned.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Employee assists in the management of student behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Employee uses bilingual skills, if appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Employee works in collaboration with students in regular and special education classroom in an effective manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Employee works independently and/or without supervision in an effective manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

JOB PERFORMANCE SKILLS

GENERAL RESPONSIBILITIES	1	2	3	4	5	N/A	COMMENTS
17. Employee uses initiative in the overall performance of tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18. Employee accepts directions and suggestions in the performance of assigned tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19. Employee displays good judgment in approaching job related problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20. Employee communicates effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21. Employee demonstrates a positive attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22. Employee maintains professional relationships with fellow employees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23. Employee maintains appropriate relationship with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24. Employee maintains a neat and well-groomed appearance appropriate to the assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OVERALL EMPLOYEE RATING SUMMARY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

EMPLOYMENT RECOMMENDATION:

For Permanent Employees Only:

☐ Continue in position ☐ Continue on condition ** see Recommendation

For Probationary Employees Only:

☐ Recommend Permanent Status

☐ Extend probationary status _____

Number of Months *(Pending written approval of District/CSEA)*

☐ Do not recommend Permanent Status

COMMENDATION:

****RECOMMENDATION:**

EMPLOYEE COMMENTS, IF ANY:

_____/_____/_____/_____
Signature of Evaluator Date Signature of Employee Date

It is understood that in signing this form the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusion of the evaluation. Employee comments must be submitted to Human Resources Office within ten (10) days.

_____ / _____

Reviewed by Chief Human Resources Officer

Date

Distribution:

Human Resources

Evaluator

Employee

APPENDIX F
GRIEVANCE FORM

Classified Grievance # _____

Grievant's Name

Work Location

Home Phone

1. Statement of Grievance (Please indicate names, location, time, etc.):

2. Violations:

3. Remedy Sought:

Association Representative(s):

Grievant's Signature:

Date:

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APPENDIX G

JOB RECLASSIFICATION

Reclassification Process

(If approved, will apply to all individuals in the same job classification)

Reclassification is designed to acknowledge changes in unit members' job responsibilities.

Appropriate criteria for reclassification include:

- a) New job duties not in your current job description that have been added by the supervisor over an extended period of time, which has resulted in the duties of the position fitting more appropriately with those of a higher classification.
- b) The job classification is not aligned with similar job classifications in other districts
- c) The duties assigned to this position have changed due to an identified need (such as a shortage of applicants or excessive turnover) requiring different skills for this position

The following Reclassification Process shall be used:

- a) By December 1, the District and CSEA will prepare and distribute Reclassification materials to all unit members.
- b) A unit member who wishes to pursue reclassification shall complete and submit the appropriate reclassification request forms to the Human Resources Office by the identified deadline date, acknowledged and signed by the immediate supervisor, site administrator, or director of the program or assignment.
- c) Upon receipt of a reclassification request, the request will be reviewed by the Assistant Superintendent of HR/Designee and the Association President to determine whether or not the request meets one or more of the criteria described above. If it is determined by either party that the request appears to meet one or more of the criteria, the approved requests will move forward to the Reclassification Panel.
- d) The requests moved forward for reclassification shall be reviewed by a seven-member panel, which shall include three appointees from CSEA, three appointees from the District, and one neutral appointee mutually selected by the District and CSEA.
- e) The unit member requesting reclassification will be invited to present their case to the panel and shall bear the full burden of proof with respect to presenting facts and/or evidence to substantiate their reclassification request.
- f) The panel shall consider all written documentation and verbal testimony presented to make a decision regarding the reclassification request and if approved, its effective date. Upon completion of CSEA 610 process, approved requests will be forwarded to the Board of Education as a recommendation.
- g) The panel's decision will be communicated in writing to the unit member within ten (10) days and can be appealed to the Superintendent within 10 days.

RE: RECLASSIFICATION REQUEST Memo

As part of the collective bargaining agreement between the California School Employee Association, Alameda Chapter #27 and the Alameda Unified School District, a Reclassification Panel will evaluate requests for reclassification. Reclassification is designed to acknowledge changes in unit members' job responsibilities. Unit members whose requests are approved by the panel will be brought before the Board of Education as a recommendation. The panel's decision will be communicated in writing to the unit member within ten (10) days and cannot be appealed.

Attached you will find the reclassification criteria and form to fill out if you are requesting reclassification of your position. Your request must be returned to Human Resources no later than 5:00 p.m. (the 2nd Friday of January) to be considered. Applications submitted after this time will **not** be considered.

Please read the criteria carefully. The criteria will establish the basis upon which you will be invited to present your case for reclassification before the panel. If your request does not meet the criteria, your request will not be considered. Appropriate criteria for reclassification include *new job duties that have been added to the job description over an extended period of time, which have resulted in the duties of the position fitting more appropriately with those of a higher classification.*

If you meet the criteria, the Panel will meet with you on *(tentative date)* to hear your request. Neither the District nor the Union will present your case; it is your responsibility to adequately prepare for and present your case. Each person invited to meet with the panel will be allowed up to 30 minutes of time to present. Both oral and written documentation may be presented.

Thank you.

California School Employee Association, Chapter #27

Alameda Unified School District

Form Available on Laserfiche

APPENDIX H

DOMESTIC PARTNER FORMS

The most up to date forms are available on the State of California website.

Declaration of Domestic Partnership: <https://dp.cdn.sos.ca.gov/forms/dp1.pdf>

Termination of Domestic Partnership: <https://dp.cdn.sos.ca.gov/forms/sf-dp2.pdf>

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APPENDIX I

COURSE APPROVAL FORM

Electronic form available at: <https://forms.alamedaunified.org/Forms/csea27reclassification>

 <div style="display: inline-block; vertical-align: middle;"> ALAMEDA UNIFIED SCHOOL DISTRICT Excellence & Equity For All Students </div>		APPENDIX I Human Resources Phone 510-337-7070 Fax 510-522-8274			
REQUEST FOR COURSE APPROVAL					
To: Human Resources Department		Date: _____			
From: _____ Name (please print)		_____ School/Department			
Job Classification: _____					
I request approval of the following course(s) for Professional Growth Credit:					
Course Number	Date to be Taken	Course Title	College or Adult School	Units	
				Semester	Quarter
<i>Description of course content</i> (descriptive information from the school may be attached): _____ _____ _____					
<i>Objective in taking the course:</i> _____ _____					
_____ Applicant Signature			_____ Chief Human Resources Officer		
<input type="checkbox"/> Course Approved _____			<input type="checkbox"/> Course Disapproved _____		
Reason for disapproval: _____ _____					
Human Resources			Professional Growth Form		