

Collective Bargaining Agreement

between

**Kings Canyon Unified School District
Board of Trustees**

and

**California School Employees Association
and**

Kings Canyon Chapter #148

July 1, 2022 through June 30, 2025

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ARTICLE I: PARTIES OF AGREEMENT

This Master Contract is a collective bargaining agreement between the Kings Canyon Unified School District, hereinafter referred to as the “District” and the California School Employees Association and its Kings Canyon Chapter #148, herein after referred to as “CSEA” or the “Association”.

ARTICLE II: RECOGNITION

The District Board of Trustees confirms its recognition of the “Association” as the exclusive representative for that unit of employees recognized by the District per its resolution, excluding management, confidential, supervisory and certificated adopted by the Board, dated January 16, 1978.

ARTICLE III: GRIEVANCE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise under this agreement. Nothing contained herein will be construed as limiting the right of any classified employee having a grievance to discuss the matter informally with the immediate supervisor, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. 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. Prior to filing a formal grievance at Level I, the employee shall meet with his or her immediate supervisor to attempt to resolve the matter.

B. DEFINITIONS

1. A “grievance” is a formal written allegation beyond Level One by a grievant that he/she has been adversely affected by a misinterpretation, or a violation of this Collective Bargaining Agreement
2. A “grievant” may be any classified employee covered by this Collective Bargaining Agreement.
3. A “day” is any day that the District Office is open for business and shall exclude the period falling between December 24 and January 2.

4. The “immediate supervisor” is the person designated on the grievance processing chart on Page 6 as having immediate supervision over the grievant.
5. If more than one classified employee files an individual grievance based upon identical facts and circumstances, the final grievance determination of a single grievance would be applicable to the above outstanding grievances filed with the District. The Association shall determine which grievance shall proceed through the grievance steps to conclusion. The balance of the above grievances shall remain in abeyance.

C. GRIEVANCE PROCEDURE

1. Level One (informal)

Within fifteen (15) days after an employee knew or by reasonable diligence should have known, of the condition upon which the grievance is based, the grievant shall attempt to resolve the matter by an informal conference with his/her supervisor. If the matter is not resolved at this level, the employee may present within fifteen (15) days of the above informal meeting his/her appeal in writing on forms approved by the District to the administrator designated at Level Two.

2. Level Two

Said grievance shall be in writing and shall contain the following:

- a. The original statement of the grievance;
- b. The response at Level One; and
- c. The reason for the appeal.

Within fifteen (15) days of the receipt of the Level Two grievance, the administrator shall prepare a written response to the grievant.

3. Level Three

If the grievant is not satisfied with the decision at Level Two, within fifteen (15) days after receipt of the Level Two decision the grievant may appeal to the Superintendent. Said appeal shall be in writing and shall contain the following:

- a. The original statement of the grievance;
- b. The response at Level Two; and
- c. The reasons for the appeal.

Within fifteen (15) days from receipt of the Level Three appeal, the Superintendent shall arrange a meeting with the grievant. Within ten days

following the meeting the Superintendent shall prepare a written response to the grievant.

4. Level Four:

- a. If the grievant is not satisfied with the decision at Level Three, within fifteen (15) days of the Level Three decision, the grievant may appeal the matter to an advisory mediation panel. Said appeal should be in writing, contain the following information, and be submitted to the Assistant Superintendent for Personnel:
 - 1) The original statement of the grievance;
 - 2) The responses at Levels Two and Three; and
 - 3) The reasons for the appeal
- b. The advisory mediation panel shall consist of three persons: a CSEA representative selected by the Chapter Executive Board or Negotiation Team; a District representative selected by the Superintendent from the District Office Administrative staff; and a mutually agreed upon, neutral member.
- c. The advisory mediation panel shall conduct an informal meeting the grievant, his/her representative and two District representatives as soon as practical, taking into consideration the schedule demands of the panel members and participants.
- d. The panel shall provide both the grievant and the District with an opportunity to make a presentation with respect to the issues contained in the grievance. Following questions and any discussion, the panel shall deliberate in order to develop a proposal to resolve the grievance. The panel shall communicate its proposed resolution to both parties and if the parties agree to the terms of proposed resolution, those terms shall be reduced to a written agreement and executed by the grievant, the District and the panel members. In the event the parties are unable to agree to the panel's proposal, the mediation will terminate and any appeal to Level Five shall be filed with the Board of Trustees within fifteen (15) days thereafter.
- e. The mediation shall be considered settlement negotiations and, as such, shall be confidential. Should mediation fail to bring a voluntary resolution of the grievance, neither the grievant nor the District may use any of the settlement proposals exchanged during mediation in any subsequent proceeding, whether before the Governing Board or otherwise.

5. Level Five

If no resolution of the grievance is reached through the Level Four mediation process, the grievant shall have fifteen (15) days from the date of mediation session to appeal the matter to the Board of Trustees. The appeal shall be in writing and shall contain the following:

- a. The original statement of the grievance;
 - b. The responses at Levels Two and Three; and
 - c. The reasons for the appeal.
6. Within 15 days or the next regularly scheduled Board meeting, whichever is later, the Board shall consider the grievance. The grievant and his/her representative shall have the right to meet with the Board, in executive session, prior to the Board rendering its final decision regarding the grievance. Within ten days from the Board meeting, the Board shall render a decision in writing. The decision of the Board shall be final except for appeals to a court of competent jurisdiction.

D. REPRESENTATION

1. No classified employee shall be required to be represented in a grievance process.
2. A classified employee may request the Association to represent him/her at all stages of the grievance procedure.
3. No reprisals or unlawful discrimination shall be undertaken by the District or the Association against any employee for exercising his/her lawful right under this section.
4. If a classified employee pursues a grievance without the intervention of the Association beyond Level One, the grievance shall not be considered resolved until the association has received notice of the grievance and the proposed solution and has been given an opportunity to file a written response.
5. Classified employee designated representatives shall receive time off from duty without loss of compensation for the purpose of processing grievances subject to the following:
 - a. A representative must notify his/her immediate supervisor of an intended absence pursuant to this section 24 hours prior to the absence in order that a substitute be obtained, unless a conference is scheduled between the grievant and the Administration with less than 24 hours notice to the grievant.

- c. Such time off shall be limited to representing the grievant in a conference with a management person beyond Level One and in no way shall include the use of such time for matters such as gathering information, interviewing witnesses or preparing a presentation.
- d. No more than one representative per grievance shall be released at a time.

E. RIGHTS

The rights of the District under “ARTICLE XVII – DISTRICT AND MANAGEMENT RIGHTS” are excluded from this procedure.

F. TIME LIMIT

1. A decision rendered at any step in the procedure becomes final unless appealed within the time limit specified in the Agreement or any extension mutually agreed upon.
2. Once a final decision has been rendered the grievant may not file another grievance on the same set of facts.
3. If the administration fails to meet the written response deadline, the grievance will automatically proceed to the next level of the Grievance Procedure.
4. Time limit for filing or responding may be extended only by mutual consent between the District and the Grievant.

**CHART
PROCEDURE FOR RESOLVING EMPLOYEE GRIEVANCES**

Level Five	Board of Trustees					
Level Four	Mediation Panel					
Level Three	Superintendent					
Level Two (Written)	Assistant Superintendent - Personnel					
Level One (Informal oral conference)	Director of Maintenance & Operations	Director of Transportation	Assistant Superintendent-Business Services	Principal	Technical Systems Manager	Director of Food Services

ARTICLE IV: ASSOCIATION RIGHTS

A. RIGHT OF ACCESS

The employee organization shall have the right of access to District employees at reasonable times. The term “reasonable times” as used herein means employee rest periods, meal periods, and any time before or after an employee’s working day when such an employee is present upon District property, but is not expected to be performing services, or to be ready to perform services, on behalf of the District.

B. PLACE OF CONTACT

Representatives of employee organizations may contact employees in a lounge facility, meeting room, office or classroom of the district according to the conditions described above. If such access occurs in the proximity of District employees who are otherwise performing duties on behalf of the District, such access shall not be utilized in a manner that will disturb, disrupt, or otherwise interfere with the work of any employee of the District.

C. FACILITIES APPROVAL

Representatives of employee organizations shall have the right to utilize District facilities upon approval of written request for the conduct of meetings with District employees. Requests to utilize such facilities shall be made upon forms provided by the District, and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Verbal approval of the principal shall be sufficient for use of a classroom. Meetings conducted in such facilities shall in no way conflict with the work of the District employees, and shall in no way conflict with the public school purposes of the District or interfere with the ongoing instructional program.

D. IDENTIFICATION

To assure the safety and security of students, any representative of an employee organization who wishes to enter a school campus of the District during hours in which students are present shall notify the principal’s office of his/her identity and status as the representative of an employee organization. Appropriate identification and credentials may be required. Access pursuant to this policy shall in all instances

be subject to the right of the individual employee or student not to be harassed, restrained, intimidated, or coerced.

E. COMMUNICATIONS

Employee organizations shall use designated portions of District bulletin boards for posted communications to its members. District mail boxes may also be used for communications. Each piece of material distributed or posted shall be dated and bear the name and/or signature of the person responsible.

F. POSTING RESTRICTIONS

Nothing herein shall be deemed to permit the posting or distribution of defamatory or obscene materials

G. USE OF FACILITIES

Use of facilities by the Association shall be limited to meeting activities necessary for fulfilling its role as exclusive representative.

H. NUMBER OF REPRESENTATIVES

CSEA reserves the right to designate the selection process for all CSEA negotiating team members. However, there shall be no more than six (6) CSEA negotiation team members representative of the following classified employees:

1. Library/Special Education/Instructional Aide
2. Transportation
3. Food Service
4. Secretarial
5. Custodial
6. Maintenance and Operations/Technology Department

CSEA shall notify the District in writing of the names of the employee representatives and the group of employees they represent. CSEA shall advise the District in writing of any changes to the CSEA negotiating team.

I. RELEASE TIME

1. Four (4) hours per week accumulative of paid release time shall be available for use by the CSEA President or designee to conduct Chapter business. The CSEA President shall maintain a log recording the amount of release time used monthly and setting forth the reason for the release time, such as, but not limited to, negotiations, grievances and contract interpretation.
2. In addition to the paid release set forth above, a maximum of one hundred and twenty (120) hours of paid release time shall be available for use by three (3) CSEA representatives to attend the CSEA annual five (5) day conference normally held in August of each year.
3. The District shall provide paid release time for the Union President or designee for conducting an orientation with newly hired classified employees. The District shall provide a list of all new hires to the Chapter President quarterly. The list shall include: hire date, site location and department. The orientation shall take place at the newly hired classified employee's work site and outside of the newly hired classified employee's duty time, i.e. before or after the employee's shift, during breaks or lunch.

J. DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the ratification of the 2010-2013 Agreement by both parties, the District shall print and issue a copy of the new Collective Bargaining Agreement to the CSEA President and to each member of the CSEA bargaining team and five (5) copies to each District Site. In addition the District agrees to make an electronic version of the Agreement easily accessible to all unit members on the District's website.

ARTICLE V: ORGANIZATIONAL SECURITY

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. MAINTENANCE OF MEMBERSHIP

The parties agree to meet to discuss revising the current language in Article V for compliance with U.S. Supreme Court Janus Decision but agree to the following change re the hold harmless language:

The Association agrees to indemnify and hold the District, as well as its agents, officers and employees, harmless from all claims, damages, and any other form of liability, arising out of any challenges to payroll the deduction for the professional dues.

ARTICLE VI: LEAVES

A. BEREAVEMENT LEAVE (Education Code 45194)

1. Each classified employee shall be allowed up to a maximum of three days (five days when more than 300 miles one-way of travel is required) of bereavement leave without loss of pay upon the death of any of the following members of an employee's immediate family: mother, mother-in-law, father, father-in-law, spouse/registered domestic partner, son, daughter, brother, sister, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or any relative living in the immediate household..
2. Each classified employee shall be allowed one day of bereavement leave without loss of pay upon the death of any of the following members of an employee's second-degree relatives: uncle, aunt, niece, or nephew.

B. PERSONAL NECESSITY LEAVE (Education Code 45207)

Accumulated sick leave, not to exceed seven days per school year, may be used by the classified employee in cases of personal emergency, including any of the following:

1. Death of a member of his/her immediate family (as defined under "Bereavement Leave")
2. Serious illness or accident, involving his/her person or property, or person or property of a member of his/her immediate family
3. Appearance in court as a litigant, or as a witness under an official order, or
4. Death of a first cousin.
5. An employee shall notify his/her immediate supervisor at least three (3) working days in advance of taking such leave by completing and submitting the District's "Personal Necessity Leave" form, unless an emergency makes such advance notice impossible.
6. An employee shall not be required to give advance notice to use leave in cases of the following:
 - a. Death or serious illness of a member of his/her immediate family;

- b. Accident, involving his/her person or property, or the person or property of member of his/her immediate family;
 - c. Appearance in court as a litigant, or as a witness under an official order; or
 - d. Death of a first cousin.
7. In no case shall Personal Necessity Leave be used for:
- a. Extension of school holiday;
 - b. Extension of school vacation;
 - c. Personal vacation, hobbies, minor or occasional occupation, recreation, sports events, or accompanying immediate family on trips or excursions.

C. URGENT PERSONAL BUSINESS

1. Any permanent employee may at his/her election use up to two (2) days per school year of personal necessity leave for urgent personal business, which cannot be conducted except during the employee's normal workday. The decision on whether to approve or disapprove the dates of the requested leave rests with the unit member's immediate supervisor. Final leave approval rests with the Governing Board.
2. An employee shall notify his/her immediate supervisor at least three (3) working days in advance of taking such leave by completing and submitting the District's "Personal Necessity Leave/Urgent Personal Business" form, unless an emergency makes such advance notice impossible.
3. In no case shall Personal Necessity/Urgent Personal Business Leave be used for:
 - a. Extension of school holiday;
 - b. Extension of school vacation;
 - c. Personal vacation, hobbies, minor or occasional occupation, recreation, sports events, or accompanying immediate family on trips or excursions.

D. PREGNANCY and PAID PARENTAL BONDING LEAVE

1. Pregnancy Leave: The employee may use sick leave for disability caused by or contributed to pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child-care, child-rearing, or preparation for childbearing. The length of such leave including beginning and ending dates shall be determined by the employee and attending physician.

2. Paid Parental Bonding Leave.

To be entitled to take up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding leave.

- a. For purposes of this article, “parental bonding” leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement of a child in the unit member’s household for adoption or foster care.
- b. Pursuant to Education Code section 45196.1, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of Extended Leave at 50% of the employee’s regular salary as set forth in section E.6 below concurrently with the unpaid CFRA leave entitlement and Unpaid Family Care Leave. Such Extended Leave at 50% of the employee’s regular salary shall be paid as stated in section E.6, and will count against the one hundred (100) days comprising a unit member’s total annual entitlement of paid sick leave pursuant to section E.1 and extended leave pursuant to E.6.
- c. For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave shall be used and exhausted before Extended Leave at 50% of the employee’s regular salary may be utilized under section E.6. The 12 workweeks shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to CFRA (Governmental Code Section 12945.2).
- d. A unit member shall not be provided more than one 12-week period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.
- e. Leave taken pursuant to this section shall be in addition to leave taken by a unit member due to her disability caused or contributed to by pregnancy, childbirth or related medical condition.
- f. If both parents work for the District, each parent may take 12 workweeks of baby bonding regardless of marital status.

- g. Any parental bonding leave must be requested in writing to the Assistant Superintendent of Human Resources, 30 days prior to the date the leave is proposed to commence. When due to unforeseen circumstances, the employee is unable to provide 30 days advance written notice, the employee shall submit a written request as soon as possible as after the need for parental bonding leave arises.

The employee may use sick leave for disability caused by or contributed to pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child-care, child-rearing, or preparation for childbearing. The length of such leave including beginning and ending dates shall be determined by the employee and attending physician.

E. PAID SICK LEAVE/REPORTING OF ABSENCE

1. Number of Days. Full-time employees shall be entitled to 12 days leave with full pay for each school year for purposes of personal illness or injury. Employees who work less than full-time shall be entitled to that portion of the 12 days leave as the number of hours for a full-time employee in a comparable position.
2. Rate of Pay. Pay for any day of sick leave shall be the same pay the employee would have received had/he/she worked that day. (EC45191)
3. Reporting Absences. Unit members must notify their immediate supervisors of any planned absences requiring the use of paid sick leave as soon as the need to be absent is known and in order to receive compensation while absent on sick leave, employees must satisfy the following notification procedures:
 - a. Notification of Need to be Absent:
 - 1) Transportation employees shall notify the Director of Transportation or designee not less than *two (2)* hours BEFORE their regularly scheduled shift on the first day of absence.
 - 2) Kitchen employees shall notify their immediate supervisor or designee not less than two (2) hours BEFORE their regularly scheduled shift on the first day of absence.
 - 3) All other employees shall notify their immediate supervisor at their work location or the District Office at least one (1) hour before the start of their shift on the first day absent.

- 4) Failure to comply with the required notification procedure will result in a denial of compensation unless the District concurs with the employee's written statement of the conditions which made notification impossible. Such written statement must be submitted upon the employee's return to work.

- b. Notification Prior to Return: By no later than the end of the employee's regularly scheduled workday on the workday prior to the employee's return to duty, the employee shall notify the immediate supervisor or the District Office of the employee's intent to return to work. If the employee fails to notify his/her supervisor or the District Office and both the employee and the substitute report to work, the substitute is entitled to work and the employee shall not receive pay for that day.

4. Verification of Absence. If the District doubts an employee's ability to work, or doubts the existence of illness, it may require verification of any absences through procedures including any of the following:
 - a. Statement of employee;
 - b. Statement of employee's supervisor;
 - c. Statement of the employee's physician; or
 - d. Examination by a physician at District expense. The physician shall be selected by the employee from a panel of three (3) physicians designated by the District.

5. Return to Work An employee who has been placed on paid leave may return to duty at any time during the leave, provided that employee is able to resume the assigned duties. If the leave has been for more than twenty (20) working days, he/she may return, provided he/she has notified the District at least one working day in advance and has provided the District with a doctor's release to return to work.

6. Extended Leave
 - a. A regular classified employee shall once a year be credited with a total of not less than 100 working days of paid sick leave, including the days to which he/she is entitled to under Education Code Section 45191. Such days of paid sick leave in addition to those required by Education Code section 45191 shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave authorized herein shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

- b. The parties agree that as set forth above, the 100 day period shall begin to run on the first day of absence due to illness or injury and shall run concurrently with the current and accumulated sick leave. (Settlement Agreement, 10/25/03)
7. Unable to Reassume Duties: If, at the conclusion of all sick leave and additional leave, a classified employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of 39 months in the same manner as if he/she were laid off for lack of work or for lack of funds.

F. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. Reporting: All employees are insured in the event of a job connected disability. Employees should report immediately all injuries that occur at work (within 24 hours) no matter how minor they may appear at the moment. The employees are required to complete a report for the State Compensation Insurance Fund, which forms the basis of his/her claim against the Fund. An employee who has an industrial injury or illness as defined in paragraph 2 below is entitled to receive all medical, surgical and hospital treatment essential to the care or relief of the effects of that industrial illness or injury.
2. Maximum Leave: Employees with one year of service shall receive a maximum of 60 working days leave with pay in any one fiscal year for an industrial accident or illness. Allowable leave shall not be accumulative from year to year. An industrial accident or illness is defined as one in which the employee becomes ill or is injured in the course of his/her employment with the District and the accident or job connected illness is reported as indicated above and the State Compensation Insurance Fund accepts responsibility for the treatment of the employee. This leave does not affect the normal accumulated sick leave. When an industrial accident or illness occurs at that time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.
3. Compensation Leave commences with the first day of absence. For any days absent from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness.
4. Expiration After the first full 60 working days the full salary of the employee will continue as long as the employee has entitlement to normal sick leave or vacation pay available.

These entitlements are reduced only by the amount required to provide a full day's pay when added to the State Compensation award. An industrial accident leave is not considered a break in service and the individual, if physically able, may return to a position in his/her classification.

5. Extended Disability If, at the conclusion of all industrial accident leave and additional leave, a classified employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of 39 months.
6. Restrictions During absences due to industrial accidents, the employee must remain in California unless the Board grants permission otherwise

G. JURY DUTY AND WITNESS LEAVE

1. Jury Summons Leave of absence for jury service shall be granted to a classified employee who has been officially summoned to jury duty in local, State or Federal Court. Classified employees should utilize the automated system to determine when appearance is required. Leave shall be granted for the period of the jury service. The employee shall receive full pay for the time spent in jury duty. This pay will show the fee paid for jury duty as a deduction except mileage and expenses. Request for jury service leave should be made by presenting the official court summons to jury service to the payroll office (EC 44036)
2. Subpoena Leave of absence shall be granted an employee who has been served a subpoena to appear as a witness in a court case for reasons not brought about through connivance or misconduct of the employee. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full compensation during the leave period, provided that the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting a copy of the official court summons to the department head on the next working day after receipt of said summons. The appropriate leave form shall be completed and submitted at this time.
3. Transportation Expenses: The jury service fee and witness fee referred to above do not include reimbursement by the court for transportation expenses. (EC 44036 & 44037)
4. Classified employees required to appear for jury selection process during their normal work schedule will be excused from work for an equal amount of time they were required to be present at court: travel time from the court to District site will be included. Members are required to work for any period of their daily work schedule during which jury duty services are less than eight (8) hours or

less than their regularly scheduled shift. Verification of jury service is required to be turned in to the Business Office.

H. MILITARY LEAVE

Required military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code Sections 389 and 395.

I. WELLNESS PAY (SUPPORTABLE FOR THE TERM OF THIS AGREEMENT)

1. Rate of Pay: Employees within the bargaining unit who are not absent from duty, other than Jury Duty, Vacation, or Compensating Time Off, shall have their names included in the Wellness Pay drawing. There will be three prizes awarded for the school year. Once eligibility has been determined a drawing will be conducted jointly by CSEA and the District during September and the drawing prizes will be as follows:

- a. First Prize: \$ 1750
- b. Second Prize: \$ 1250
- c. Third Prize \$ 750
- d. Each remaining eligible employee shall receive \$150.

The Wellness Pay Drawing will cover the period of time from July 1, through June 30. The prize monies will be paid on October 10 of the following school year.

2. Eligibility: In order to be eligible for a wellness pay prize, the employee must be employed by the District from August 30 through June 30, and notify his/her immediate supervisor at least three (3) working days in advance of taking any vacation days or compensating time off unless an emergency makes such advance notice impossible. An employee shall not be required to give advance notice to use compensating time off or vacation in cases of the following:
 - a. Death or serious illness of a member of his/her immediate family;
 - b. Accident involving his/her immediate family;
 - c. Death of a family member.

Use of bereavement leave shall not disqualify a unit member from eligibility for the wellness pay drawing. Failure to comply with the required notification procedure will result in a denial of any Wellness Pay compensation.

J. PERSONAL LEAVES OF ABSENCE

Upon approval of the site or department supervisor, the Assistant Superintendent of Personnel and the final approval of the Governing Board, an employee may be granted an unpaid leave of absence on the following basis:

1. A personal leave of absence may be granted for emergency or compelling reasons that are not covered in policies above. This leave may be granted only after all other paid time off has been exhausted.
2. A written request stating the reason for such leave must be submitted at least ten (10) working days prior to the days upon which the employee is to be absent, unless an unforeseen emergency prevents such notice.
3. Personal leaves requested of a non-emergency nature will not be approved beyond a maximum total of five (5) days in any consecutive three year period.
4. No more than one employee per site or department may be granted unpaid personal leave at the same time unless an overlap period is unavoidable due to an unforeseen emergency.
5. All personal leave requests must be in full day increments; partial day requests will not be considered.
6. In no case shall unpaid personal leave be used for:
 - a. Extension of a school holiday;
 - b. Extension of a school vacation
 - c. Personal vacation, hobbies, minor or occasional occupation, recreation, sports events, or accompanying immediate family on trips or excursions.
7. An employee shall not be required to give advance notice to use leave in cases of the following:
 - a. Death or serious illness of a family member of his/her immediate family;
 - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family;
 - c. Appearance in court as a litigant or as a witness under an official order; or
 - d. Death of a first cousin.

K. FAMILY AND MEDICAL LEAVE ACT OF 1993

1. To be eligible, an employee must have completed his or her one-year probationary period and must have actually worked 1250 hours in the 12-month period preceding the request for Family Leave.

2. Family Leave is unpaid leave. For employees on Family Leave, the District must maintain the employee's health coverage under the group health plan. The District contribution for the health plan will be the same contribution that is made for unit members not on leave.
3. Reasons for taking Family Leave:
 - a. To care for the employee's child after birth, or placement for adoption or foster care.
 - b. To care for the unit member's spouse, son or daughter, or parent, who has a serious health condition.
4. Procedures for obtaining Family Leave:
 - a. The employee ordinarily must provide (30) days advance leave notice and medical certification. Requests for Family Leave must be made in writing. Taking of leave may be denied if requirements are not met.
 - b. The employee ordinarily must provide (30) days advance leave notice when the leave is "foreseeable."
5. Length of leave may not exceed (12) calendar weeks.
6. Job protection: Unit members must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

ARTICLE VII: TRANSFERS / PROMOTIONS AND FILLING OF VACANCIES

- A. **REQUESTS**: Interested candidates may request consideration by making a written request (filling out a district application) to the Assistant Superintendent for Personnel.
 1. Postings: For at least five (5) workdays prior to being filled, vacancies shall be posted within the district at all major work sites. "Workdays" shall mean any day the District Office is open for business. Postings will be sent via email to all Sites and Departments as well as displayed in the District Office and posted on the District Web Site. Any employee on authorized extended leave of absence during the period of posting may be mailed a copy of positions they are interested in by notifying the classified personnel office in writing. Any employee on layoff shall be mailed a copy of all notices on the date they are posted. The notice of vacancy shall be posted at all major work sites, on the District Website, and be available at the District Office. The posting shall include the job title, description of the position, total number of daily hours, starting and ending times whenever possible, including the location,

classification, salary, desirable qualifications and closing date. A copy of the notice of vacancy shall be sent to the CSEA chapter President.

2. Laid Off Employees Persons who have been laid off and are on a recall list shall be returned to work in vacant positions held prior to layoff, before any new employees are hired or any existing employees are promoted or transferred. In no case shall an employee on layoff be returned to a position with hours greater than those they were laid off from, unless negotiated otherwise between CSEA and the District.

B. PROMOTIONS OR TRANSFERS

1. If a vacant position is awarded to the most senior qualified employee applying for the position, no interview panel shall be convened.
2. In all other instances, an interview panel will be utilized and all employees applying for the position with ten (10) or more years of continuous service to the District as a bargaining unit member shall receive an interview.
3. Where an interview panel is utilized, the panel shall be composed of three (3) individuals. Two panel members shall be selected by the District and the third shall either be the CSEA President or be chosen by the District from a list submitted by CSEA, as long as the CSEA employee selected from the list serves in a position within the same family of positions as the position to be filled.
 - a. Any panel convened to interview candidates for a vacancy shall be required to follow a standard interview and scoring procedure to be developed by the Assistant Superintendent of Personnel with input from school site administrators and the CSEA President.
 - b. All information obtained by the interview panel shall be confidential.
 - c. Where the interview panel finds two or more District employees to be equally qualified, the most senior employee shall be awarded the position.
 - d. In determining whether employees are equally qualified, the interview panel shall consider factors including, but not limited to, qualifications, experience, personality, attitude, work history, and their performance in the interview and testing process.

C. EXTENSION OR INCREASES IN ASSIGNED TIME

1. The extension in the assigned time of a specific part-time classified position at a particular job site shall be assigned to the classified employee working in that position, up to a maximum of five and three-quarter (5.75) hours per day.

2. Unless the District is extending the work hours of an existing employee's position as set forth above, the District may offer any increases in assigned time in a job classification to the most senior qualified part-time employee at the job site (i.e. school) who serves in the classification targeted for the increased time. The District shall be obligated to post notices of increases in assigned time in accordance with the procedures contained in Section B above, only if the most senior qualified part time employee in the classification targeted for an increase is not assigned the additional time.
3. The intent of this section is to offer part-time classified employees the opportunity to work additional time up to a maximum of five and three-quarter (5.75) hours per day.

D. DISTRICT WIDE SENIORITY

1. Seniority shall be based on date of hire as a probationary employee
2. If an employee resigns and is subsequently re-employed within 39 months of his/her last day of paid service, the district shall disregard the break in service. He/She shall be entitled to all rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or re-employed.
3. If an employee is terminated and is subsequently re-employed, he/she shall be treated as a new hire.
4. District approved leaves of absence, paid or unpaid, shall not be considered a break in service in accordance with the Education Code.
5. In the case of a tie in employee seniority, the employee's social security numbers shall be used to break the tie(s). The following procedure shall be utilized. List the numerals of each; add the two middle numerals of the employee's social security number (between the hyphens), place the sum at the end of the four numerals listed above. The individual with the lowest total is designated as having the higher seniority. Example:

512-61-7184	555-58-2941
4817	1492
$6 + 1 = 7$	$5 + 8 = 13$ (use only last numeral)
48177	14923
Lower Seniority	Higher Seniority

The District and CSEA agree that in determining the order of seniority of two employees' who are otherwise tied in accordance to the procedures set forth above, the employees' social security numbers shall be maintained in the strictest confidence.

E. EXPLANATION

An employee who is denied a promotion or transfer shall have the right to request a conference with the Deputy Superintendent for Personnel or designee. The purpose of the conference shall be to advise the employee of the reason for the denial.

F. INVOLUNTARY TRANSFERS

1. Where an involuntary transfer is for disciplinary reasons and will result in a loss of compensation, the District shall invoke Article IX, "Disciplinary Procedure", unless the employee voluntarily consents to the transfer.
2. The District shall have the right to involuntarily transfer bargaining unit members because of:
 - a. a substantiated charge change in enrollment or workload at a site or in a department as long as the number of involuntary transfers is proportional to the change in either enrollment or workload;
 - b. the best interests of the District;
 - c. an opportunity to evaluate the employee in a different school or location;
 - d. a sufficient and documented personality conflict at the current work site.
3. The District shall inform CSEA prior to any involuntary transfer of a bargaining unit member.

G. MEDICAL TRANSFERS

The District shall give consideration to employee-initiated medical transfers and the Association shall give consideration to employer-initiated medical transfers provided the following conditions have been met:

1. The District may require the employee to report for a physical examination by
 - a. District appointed physician to verify the employee's inability to perform his/her regular duties.
2. Pending verification from a District appointed physician of an employee's inability to perform his/her regular duties, the employee shall first use all available paid leaves or be placed on personal leave without pay if no paid leaves are available.
3. Upon verification from the District appointed physician of the employee's inability to perform his/her regular duties, the District and the Association shall work together to provide a "reasonable accommodation" as defined by "The Americans with Disabilities Act: to make the workplace accessible to employee with disabilities.

The Superintendent may, with the ratification of the Board, transfer and/or reassign a person within the District when it is determined that such a change is in the best interest of the District. Reasons for transfer and/or reassignment and no less than thirty (30) day notice shall be given the employee. Such changes shall only be made on a reasonable basis taking into consideration:

- a. Quality of essential skills;
- b. Past experience;
- c. Educational training;
- d. Needs of the District; and
- e. Travel time required to work location.

ARTICLE VIII: CLASSIFIED EMPLOYEE EVALUATION

A. PERFORMANCE EVALUATIONS

1. During an employee's six (6) month one probationary period, the District shall prepare two evaluations, the first during the second month and the second during the fifth month of the probationary employee's performance which shall be filed with the Deputy Superintendent for Human Resources. (Evaluations will be completed as close to the 2nd and 5th month as possible allowing for vacations and summer break) However, if at any time during the probationary period, the District determines that the probationary employee's overall performance does not reach the level necessary to be considered for permanency, the District shall have no obligation to complete either evaluation before releasing the probationary employee from District employment.
2. The District shall evaluate permanent classified employees at least once each year.
3. A supervisor may give an employee a written evaluation at any time if the employee is not performing at competent standards or for some exceptional work performance.
4. Evaluations must be treated as personal and confidential at all times.

B. PROCEDURE

1. The performance evaluation reports shall be completed by the employee's immediate supervisor.
2. The reports shall be completed on forms prescribed by the District.
3. Upon the completion of any written performance evaluation report, the immediate supervisor shall present it to the employee and within five (5)

working days of the date of the evaluation, a conference shall be held between the employee and immediate supervisor to discuss all aspects of the written report. No evaluation report shall be placed in the employee's personnel file prior to this conference.

4. The employee shall then sign the report in order to indicate his/her receipt and he/she shall retain a signed copy, and may attach to or write upon the written evaluation any remarks the employee deems pertinent.
5. Any negative evaluation shall include specific written recommendations for performance improvement.
6. An employee may request, and such requests shall be granted by the evaluator, for the employee to have a representative present during any negative evaluation which has disciplinary action implications. The District may also have, in addition to the evaluator, an administrative representative present during such evaluation.

ARTICLE IX: DISCIPLINARY PROCEDURE

Nothing arising under this Article, whether substantive or procedural, shall be subject to the Grievance Procedure.

A. CLASSIFIED EMPLOYEE CLASSIFICATION

All classified employees in the District are assigned to fill one or more job descriptions and classified in one of several categories of employment status. Conditions of employment status are affected by the length of successful service to the District and the type of work to be accomplished. The several categories are outlined as follows:

1. Restricted Employee: A restricted employee is one employed pursuant to Sections 45105 through 45108 of the Education Code.
2. Probationary Employees: All new classified personnel employed to fill regularly established full-time position are employed on probationary status for the first (6) months of service and may be dismissed during this period without appeal or hearing. This period shall be used for determination of the employee's ability to meet the required standards of performance.
3. Permanent Employee: Each person who has served as a probationary employee and has been recommended for regular status shall be classified as a permanent employee or have his employment terminated. Permanent employees shall be dismissed during the employment period for cause only (see Grounds for Dismissal policy). Substitute, temporary, and short-term employees paid and employed for less than 75% of a school year, part-time playground positions, apprentices, professional experts employed on a temporary basis for specific projects, full-time students employed part-time and part-time college students

employed part-time in college work-study programs shall not be part of the classified service.

B. DEMOTION, SUSPENSION OR DISMISSAL OF PERMANENT CLASSIFIED EMPLOYEES

1. A permanent classified employee may be demoted, suspended or dismissed by the Superintendent, or by his designee for cause as provided in ARTICLE IX, Section C; provided, however, that such action shall not be effective until written charges are filed and served upon the employee and the Board has taken action as herein provided, except as provided in ARTICLE IX, Section H. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, and not for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonable assumed that the employee should have disclosed the facts to the District.
2. Notwithstanding paragraph 1 above, a permanent classified employee may be suspended up to three (3) days by the Superintendent, or his designee, for cause as provided in ARTICLE IX, Section C; provided, however, that such action shall not be effective until written charges are served upon the employee and an informal hearing is held before a panel of three persons. The panel shall consist of a CSEA representative selected from the Chapter Executive Board or Negotiation Team; a District representative designated by the Superintendent from the District Office Administrative staff; and, a neutral member selected at random from a list of persons mutually agreed upon by the parties. During this informal hearing, the employee shall be provided the opportunity to respond to the charges, either orally or in writing.

C. GROUNDS FOR DISCIPLINARY ACTION OR DISMISSAL OF PERMANENT CLASSIFIED EMPLOYEES

One or more of the following causes shall be grounds for suspension, demotion or dismissal of any permanent classified employee:

1. Incompetence or inefficiency in the performance of the duties of his/her position;
2. Inability to perform assigned duties due to failure to meet job qualifications (including but not limited to failure to possess required licenses, failure to pass required tests or failure to meet District insurability requirement);
3. Insubordination (including, but not limited to, refusal to do assigned work);
4. Carelessness or negligence in the performance of duty or in the use of District property;

5. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public;
6. Dishonesty;
7. Drinking or possessing alcoholic beverages while on the job, or reporting for work while intoxicated or drinking alcoholic beverage in such close proximity to work hours as to cause a detrimental effect upon oneself, other employees or the students;
8. Addiction to the use of narcotics or a restricted substance, use or possession of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substance;
9. Personal conduct unbecoming an employee of the District;
10. Engaging in political activity during assigned hours of employment;
11. Conviction of a felony, conviction of any sex offense as defined in Education Code section 44010, conviction of a narcotics offense as defined in Education Code section 44011. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
12. Repeated and unexcused absence or tardiness;
13. Abuse of illness leave privileges;
14. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records;
15. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Board or by an appropriate state or local governmental agency
16. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public;
17. Willful or persistent violation of the Education Code or rules and regulations of the District;
18. Any willful conduct tending to injure the public service;
19. Abandonment of position;
20. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means;
21. Physical or mental incapacity.

This section shall not be construed to prevent layoffs for lack of work or lack of funds.

D. NOTICE OF PROPOSED DISCIPLINARY ACTION TO PERMANENT CLASSIFIED EMPLOYEES

Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee. The notification to the employee shall contain the following:

1. A statement of the specific acts and omissions upon which the disciplinary action is based;
2. A statement of the cause for the action taken;
3. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
4. A statement of the action proposed to the Board;
5. A statement that the employee has a right to a hearing on such charges if demanded within five days after service of the notice to the employee;
6. A card or paper, the signing and filing of which with the Board shall constitute a demand for hearing, and denial of all charges.

E. HEARING ON SUSPENSION, DEMOTION OR DISMISSAL OF PERMANENT CLASSIFIED EMPLOYEES

1. Not less than ten (10) days after receipt of a demand for a hearing by a permanent employee who has been given notice of a proposed suspension, demotion, or dismissal, the Board shall hold such hearing at a time and place designated by the Board. The employee shall be given at least ten (10) days written notice of the time and place of hearing unless such notice is specifically waived by the employee. The employee and school administration shall be afforded equal opportunity to present evidence. At the close of the hearing the Board shall render its decision, which shall be final
2. Employee may request a public hearing if so desired.

F. WAIVER OF HEARING ON SUSPENSION, DEMOTION OR DISMISSAL OR PERMANENT CLASSIFIED EMPLOYEE

If the employee fails to make a timely request for a hearing, the Board may act upon said charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.

G. DISCIPLINARY PENALTIES IMPOSED BY THE BOARD

If the Board finds that sufficient cause exists it may impose disciplinary action proposed by the Superintendent or his designee or it may impose a lesser disciplinary penalty.

H IMMEDIATE DEMOTION OR SUSPENSION WITHOUT PAY OR BENEFITS OR PERMANENT CLASSIFIED EMPLOYEES

1. If the Superintendent or his/her designee determines that pending a Board hearing on the demotion, suspension or dismissal of a permanent classified employee, the immediate demotion or suspension without pay would be in the best interests of the District, the following procedure shall be initiated prior to imposing the demotion or suspension:
 - a. In addition to the written notice of the proposed disciplinary action as provided in Section D, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based and his/her right to respond to those charges both orally at a conference and in writing.
 - b. The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.
 - c. The demotion or suspension action should be discussed prior to its occurrence at a conference with the Superintendent or his/her designee, during which time the employee shall have the right to present any rebutting evidence.
2. Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect lives or property, provided that:
 - a. The suspended employee is given written notice in person or by deposit in the U. S. Certified mail of the charge upon which the suspension was based within one working day after suspension;
 - b. The employee is notified of his/her right to file a written response or to have a conference with the appropriate administrator;
 - c. A reasonable opportunity is afforded the employee for a conference within five days from the date of suspension.
 - d. Any employee charged with the commission of any sex offense as defined in Education Code Section 44010 or any narcotics offense as defined in Section 44011 of the Education Code by complaint, information or indictment filed in a Court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code.

I. COMPENSATION-DEMOTION

Employees who are demoted to a lower range position will be placed on the salary schedule at the step they were on in the previous position. Employees that were on longevity will retain their longevity step level. This paragraph does not preclude a negotiated settlement that places an employee on a lower step in a disciplinary matter, as long as the settlement is signed off by a CSEA representative.

ARTICLE X: PROFESSIONAL GROWTH FOR CLASSIFIED EMPLOYEE

A. PHILOSOPHY

The professional growth program for classified employees is designed to provide employees with opportunities to enhance the knowledge and skills needed to do their jobs, and to motivate employees to maintain and improve levels of productivity and job effectiveness.

B. PROFESSIONAL GROWTH COMMITTEE

1. The Professional Growth Committee shall meet for the purpose of reviewing and ratifying professional growth credit once each year, between February 15 and March 15. If within ten (10) days of being notified by the District, a classified employee contests a decision of the Professional Growth Committee, he/she may request a special meeting of the Committee for reconsideration. The decision of the Committee shall be final and binding.
2. The Professional Growth Committee shall consist of a total of nine (9) full-time District employees: the Deputy Superintendent, four (4) classified employees *selected by the Association*, each representing different departments of the classified staff, and four (4) District employees selected by the Deputy Superintendent. All decisions shall be based on a majority vote by the Committee.
3. All Committee member appointments shall be for a two-year (2) period and every (2) years, the Association shall select two (2) new classified employees and the Deputy superintendent shall select two (2) new District employees.

C. CRITERIA FOR EVALUATING PROFESSIONAL GROWTH UNITS

Employees must earn units for professional growth in areas that will enhance the skill/knowledge utilized in performing their duties. All professional growth units and/or hours must be earned during non-duty time and at the employee's own expense.

D. PROFESSIONAL GROWTH COMPENSATION

1. Professional growth units are adjusted at the beginning of each fiscal year. Units earned prior to District employment of two (2) years prior to being presented to the Committee shall not be eligible for consideration for growth compensation.
2. Professional growth units earned will be equated on the basis of: 1 unit = \$5.00 per month. Units previously approved shall be computed at this rate.
3. The maximum number of units, which may be approved for credit in one (1) year, shall not exceed nine (9).
4. The maximum number of units, which may be approved for credit, shall not exceed **sixty (60)** per employee.
5. **For the 2016-17 school year only, employees who currently have the maximum of forty-eight (49) units may submit credits for approval that were completed within the last five (5) years (i.e. units must have been completed by no earlier than July 1, 2012).**
6. Only verified units will be considered by the Committee for approval. The responsibility for the completion and submission of all necessary information to obtain professional growth credits rests with the employee.
7. Courses reviewed and approved by the Committee at its spring meeting will be reflected in the employee's first pay period after July 1.

E. EQUATING UNITS

Credit for classes in adult education or other educational experiences considered acceptable by the Committee will be equated as one (1) unit for every fifteen (15) hours of class time.

F. ELIGIBILITY

1. Classified employees who work twenty (20) hours per week shall be eligible for full growth credit.
2. Classified employees who work less than twenty (20) hours per week shall be entitled to one-half (1/2) the dollar amount for professional growth credit available to full time employees.
3. The minimum ten (10) hours of training required by the California Highway Patrol for annual bus driver certificate renewal shall qualify for professional growth credit. Any training exceeding the ten (10) hour minimum will be considered for credit at the committee's discretion.

G. REQUIRED TRAINING

Any training that is required by the District as a condition of continued employment shall be provided or compensated for by the District. This provision shall not apply to any training for initial employment.

ARTICLE XI: HOURS

A. WORK WEEK

1. The full-time workday for regular employees shall be eight (8) hours within any twenty-four (24) hour period and a full-time work week shall be five (5) days of eight (8) hours each.
2. All employment is based on a forty (40) hour week of five (5) consecutive workdays per week.
3. The workday and/or work week for regular employees shall be assigned by the appropriate District administrator as required to meet the operational requirements of the District and is a condition of employment.

B. BREAKS

1. Rest periods: Two rest periods of 15 minutes each are granted to full-time employees each working day. These breaks are designed to help employees relax and to enable them to do a better job.
2. Lunch: Employees working over four (4) hours per day shall be entitled to a lunch break of not less than thirty (30) minutes.
3. Times of breaks: Appropriate times for lunch and rest periods for employees will be arranged by the immediate supervisor. Employees not wishing to take rest periods may not take longer lunch periods and may not leave their places of employment thirty (30) minutes earlier as a result thereof.

C. PERFORMING ARTS TECHNICIAN

Notwithstanding ARTICLE XI, A. 1-3 above, the position of Performing Arts Technician only shall be treated as follows:

1. The District shall establish a monthly work schedule for the Performing Arts Technician on a month-to-month basis seven (7) calendar days prior to the commencement of each month. Such schedule may be modified by forty-eight hours prior notice.
2. If less than forty-eight (48) hours notice of a change in a daily shift is provided to the Performing Arts Technician, the employee shall be entitled to work the hours of the shift change as well as the previously shift for that day.

D. REVISED SETTLEMENT

With respect to those classified employees hired prior to July 1, 2014 whose time was reduced pursuant Section D: NEGOTIATED SETTLEMENT 2016-19 CBA from 6 hours per day/30 hours per week to 5.75 hours per day/28.75 hours per week (see attached employee list) shall be assigned to work 6 hours per day/30 hours per week based on the following conditions:

1. The above identified employees shall not be entitled to any contribution from the District toward the cost of health and welfare benefits as set forth in Article XIII, A.1. Said employees will continue to be eligible for vision and life insurance as set forth in Article XIII, A.2.
2. The above identified employees will be provided with an opportunity for health coverage through the Bronze Plan at his/her own expense and consistent with California Valued Trust's specifications and requirements.
3. The above employees will be paid the hourly rates designated on line "A" of the range applicable to the employee's position as set forth on the current Classified Salary Schedule and for the 2019-2020 the Classified Salary Schedule shall be modified to delete line "B" for every range.

ARTICLE XII: VACATIONS AND HOLIDAYS

A. VACATION

1. Each full-time employee (40 hours per week/12 months per year) employed in a classified position shall accumulate 5/6 of a day of vacation per month of service. A part-time regular employee (less than 40 hours per week or less than 12 months per year) is entitled to that proportion of 5/6 day of vacation as the number of hours he/she is employed bears to 40 hours. (i.e., 20 hours: $20/40 \times 5/6 = 5/12$ day per month)
2. A full-time classified employee shall receive ten (10) days of vacation per year after one (1) year of District service up to and including the first five (5) years. Beyond five (5) years of service, the full time employee shall receive one (1) additional day of vacation for each year of service up to a maximum of twenty (20) days per year.
3. Vacation pay shall be the same as the pay the employee would have received if he/she had been on duty. An employee must accrue credit for vacation before he/she takes vacation.
4. All earned vacation must be taken no later than twelve (12) calendar months following the close of the fiscal year.
5. All vacation will be scheduled in advance with the immediate supervisor and concurrence of the Deputy Superintendent for business Services and at such time so as not to conflict with the normal operations of the District.
6. Employees working a twelve (12) month year shall not be required to take vacation during the Easter or Christmas recesses. But nothing shall preclude employees from taking vacation time during those times rather than time off without pay.

B. HOLIDAY COMPENSATION

1. All 12-month employees shall be entitled to the holidays with pay as follows

January 1	New Year's Day
January (as designated)	Martin Luther King, Jr. Day
February 12	Lincoln's Birthday
February (3rd Monday)	President's Day
Spring Vacation Day	Designated annually by District
May (last Monday)	Memorial Day
July 4	Independence Day
September (1st Monday)	Labor Day
November 11	Veteran's Day
November (4th Thursday & Friday)	Thanksgiving Day & Friday following
December 25	Christmas Day
Winter Vacation Day	Adjacent to Christmas or New Year's as District designates
Admission Day	Designated annually by District

2. All 10-month employees shall be entitled to the holidays with pay as follows:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day (as designated)
Lincoln's Birthday	Friday following Thanksgiving
Washington's Birthday	Christmas Day
Memorial Day	Admission Day (as designated)
Labor Day	

3. Prior to July 1 of any school year, the Board may designate other days during such year as the holidays to which classified employees are entitled in lieu of the holidays on February 12, February 22, or May 30 provided that such designated days will provide for at least a three-day weekend.
4. All employees observe a holiday schedule that includes only those holidays that are observed during their regular work schedule, except that employees who are not normally assigned to duty during the winter recess, shall be paid for December 25 and January 1, providing they were in a paid status during any portion of the working days of their normal assignment immediately preceding or succeeding the holiday period. (EC 45202)
5. Should a holiday enumerated above, or any other day designated by the President of the United States or the Governor of the State as a public holiday, occur while an employee is absent from work because of sick leave vacation or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from other paid leave of absence.
6. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein

listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a classified employee is required to work on any of said holidays, he/she shall be paid compensation or given compensating time off for such work, in addition to the regular day received for the holiday, at the rate of time and one-half his/her regular rate of pay.

C. SICK LEAVE CREDIT AND VACATION PAY FOR SUMMER WORK

Regular ten- and eleven-month classified employees who perform work during the summer months and who are paid for such work on the supplemental payroll shall receive prorated sick leave credit and vacation pay for such summer work on an annual basis. Any such regular ten- and eleven-month employees performing work during the summer months shall have all sick leave earned credited to their accumulated sick leave account and all vacation pay earned during the summer shall be paid as part of their last summer supplemental paycheck.

ARTICLE XIII: SALARY AND FRINGE BENEFITS

A. HEALTH AND WELFARE BENEFITS FOR EMPLOYEES HIRED AFTER JULY 1, 1994

1. Classified employees hired on or after July 1, 1994 serving in a position of more than six (6) hours per day and at least 10 months per year shall be eligible to participate in the District's health and welfare benefit program and effective as of October 1, 2021, shall receive a maximum District contribution up to \$15,029.81 per plan year toward the cost of health, dental, and vision insurance as well as \$50,000 of life insurance.
2. Classified employees hired on or after July 1, 1994 who work six (6) hours or less per day shall not be entitled to any contribution by the District toward the cost of participation in such health and welfare benefit program except as follows:
 - a. The District shall contribute a maximum of @22.72 per month toward the cost of Vision Service Plan for all non-fully benefited employees, regardless of the date of hire or the number of hours worked.
 - b. The District shall contribute a maximum of \$6.80 per month toward the cost of a \$50,000 life insurance policy for all non-fully benefited employees regardless of the date or hire or the number of hours worked.

B. HEALTH AND WELFARE BENEFITS FOR EMPLOYEES HIRED PRIOR TO July 1, 1994

1. Classified employees hired before July 1, 1994 and enrolled in the District's health and welfare program as of June 1, 1994 shall be "grandfathered" and thereby, continue receiving the same percentage contribution by the District, up to the negotiated maximum District contribution, toward the cost of the health

and welfare benefit program as the District provided on the employee's behalf as of June 1, 1994.

2. Classified employees hired before July 1, 1994 who were not enrolled in the District's health and welfare benefit program as of June 1, 1994 but who are eligible for a proration of the cost of participation in that program as outlined in Article XIV, of the 1991-94 contract between the parties shall be allowed to enroll in the District's health and welfare benefit program at any time during a one year period from July 1, 1994 to June 30, 1995 at a prorated monthly cost of 50% of the negotiated maximum District contribution paid by the District and the remainder to be paid by the employee.
3. Any employee hired before July 1, 1994 not currently enrolled in the health and welfare program who fails to enroll by June 10, 1995 shall waive any right he/she has or may have to a proration of the cost for participation in that health

and welfare benefits while the employee serves in a position of six (6) hours or less and at least ten (10) months per year.

4. Any failure by an employee to pay his/her proportionate share of District provided health and welfare benefit premiums when due will result in a loss of coverage. To re-establish health and welfare benefit coverage, the employee will be required to meet all re-enrollment criteria, including, but not limited to, a physical exam for the employee and for each member of the employee's family at the employee's expense.

C. BENEFITS FOR HUSBAND AND WIFE WHEN BOTH ARE EMPLOYED BY THE DISTRICT IN ACCORDANCE WITH CVT AGREEMENT

1. The District will pay a premium on each spouse as if each were the head of the household providing:
 - a. Both husband and wife are employees of the District and otherwise eligible for insurance benefits; and
 - b. Any pro-rations of premium are paid when due by those in less than full-time status of employment according to provisions of this master contract.
2. Failure to meet both of the foregoing conditions will be considered a forfeiture of benefits as an employee. The person so affected, however, will be eligible for full benefits as a dependent spouse.
3. A change in marital status affecting the rights and privileges of any employee's fringe benefits of this article must be reported to the Business Office (KCUSD) by the affected employee together with a formal application for change in insurance status. Upon such initiative by the employee, coverage shall begin immediately.

4. Employees terminating service with the District, prior to age sixty-five (65), may apply for a conversion health policy. The premium will be paid by the individual to be covered.
5. Employees covered under Medical, Dental, and Vision shall also have a \$50,000.00 Life Insurance Policy.

D. BENEFITS UPON RETIREMENT

1. Any retiring bargaining unit member who has attained the age of fifty-five (55) on or before the date of retirement and who has completed a minimum of fifteen (15) years of classified service as an employee of the District in a position compensated on a district-adopted salary schedule shall be entitled upon written request to the following benefits at District expense:
 - a. The same health benefits provided to current bargaining unit members up to a maximum period of five (5) years from the date of retirement or until the retired employee reaches the age of sixty-five (65), whichever occurs first. The District shall pay the cost of such health coverage for the employee and his/her dependents in the same proportion as the employee's active service with the District as described in Article XIII A and B.
 - b. Any employee retiring at age sixty-one (61) or older who has the fifteen (15) years of service with the District as set forth in paragraph 1 above shall be entitled, upon written request, to the following benefits for any year(s) that the employee is not eligible for the benefits set forth in subsection a, provided that the non-qualifying retiree shall not receive more than a total of five (5) years of benefits whether under subsection a, or subsection b, or a combination of both subsections a and b.
 - 1) A maximum contribution from the District of \$150.00 per month for the retiree and \$150.00 per month for one (1) dependent toward the cost of a Medicare supplemental insurance policy provided through the District, effective December 1, 2007.
 - 2) To be eligible for this District contribution toward the Medicare supplemental policy, the retiree must provide evidence to the District that both the retiree and the Dependent are enrolled in Medicare Parts A and B when first eligible and continue to be enrolled in Parts A and B.
 - 3) The costs for Medicare Parts A and B are the exclusive responsibility of the retiree and dependent.
 - 4) All references to "Medicare" refer to the Federal Medicare Law, Title 18 of the Social Security Act of 1964.
 - 5) An eligible dependent is defined as meeting the eligibility requirements of the carrier as defined by the District.

- c. If an employee fifty-five (55) years of age or older has less than fifteen (15) years of service with the District and qualifies under the insurance program, the employee shall be eligible for health coverage for the employee and his/her dependents at the employee's own cost until age sixty-five (65). Thereafter, the benefits under this section shall terminate.

E. LONGEVITY (revised November 2017)

1. *The hourly rate of* employees with ten (10) years or more of District service, and a supervisor's satisfactory evaluation, will be **increased by 5%** beginning July 1st of the calendar year of the employee's 10th anniversary date.
2. *The hourly rate of* employees with fifteen (15) years or more of District service, and a supervisor's satisfactory evaluation, will be **increased by 5%** beginning July 1st of the calendar year of the employee's 15th anniversary date.
3. *The hourly rate of* employees with twenty (20) years or more of District service, and a supervisor's satisfactory evaluation, will be **increased by 5%** beginning July 1st of the calendar year of the employee's 20th anniversary date. Length of service shall be defined to mean date of hire.
4. *The hourly rate of* employees with twenty-five (25) years or more of District service, and a supervisor's satisfactory evaluation, will be **increased by 5%** beginning July 1st of the calendar year of the employee's 25th anniversary date. Length of service shall be defined to mean date of hire.
5. *The hourly rate of* employees with thirty (30) years or more of District service, and a supervisor's satisfactory evaluation, will be **increased by 5%** beginning July 1st of the calendar year of the employee's 30th anniversary date. Length of service shall be defined to mean date of hire.
6. *The hourly rate of* employees with thirty-five (35) years or more of District service, and a supervisor's satisfactory evaluation, will be **increased by 5%** beginning July 1st of the calendar year of the employee's 35th anniversary date. Length of service shall be defined to mean date of hire.

F. SALARY

1. For the **2022-2023** School Year;

The current KCUSD Classified Salary Schedule (i.e., Exhibit I) shall be increased by 9.75% with retroactive payment from July 1, 2022 for all employees employed as of July 1, 2022 and still employed as of the date the Parties signed this tentative agreement. This increase shall not apply to hourly timesheets prior to the ratification.

The District further proposes that consistent with CalPERS Regulations requiring that longevity be reported separately from base pay in order to be creditable for retirement purposes [Title 2, California Code of Regulations, § 571], the parties agree to delete Steps 6, 7, 8, 9, 10, and 11 from the KCUSD

Classified Salary Schedule (Exhibit I) and list the longevity increments at the bottom of the KCUSD Classified Salary Schedule as follows:

As stated in Section E of Article XIII, employees with the years of service as detailed below who have a satisfactory evaluation shall receive a 5% increase on:

1. July 1 of the calendar year of employee's 10th anniversary
2. July 1 of the calendar year of employee's 15th anniversary
3. July 1 of the calendar year of employee's 20th anniversary
4. July 1 of the calendar year of employee's 25th anniversary
5. July 1 of the calendar year of employee's 30th anniversary
6. July 1 of the calendar year of employee's 35th anniversary

2. Joint Labor Management Committee

1. The parties agree to maintain their Joint Labor Management Committee to review the classified salary schedule.
2. The Joint Labor Management Committee shall continue to be comprised of three (3) members appointed by the Association and three (3) members appointed by the District.
3. The Committee will hold its initial meeting each year by March 1. In the event the Committee members agree on a recommendation regarding any change in the salary schedule the Committee shall present its recommendation to the bargaining teams for the District and the Association. The District and CSEA shall decide whether the recommendation will be included as part of either their reopener or successor contract negotiation or can be agreed to in a side letter.

G. SHIFT DIFFERENTIAL PAY

Any employee working forty (40) hours per week for at least the (10) months or more per year who has regularly assigned duties past 6:00 PM or before 6:00 AM and/or whose regular assignment contains a break of two (2) continuous hours or more, shall be compensated at a rate of five percent (5%) above his/her normal salary step.

H. OVERTIME

Overtime shall be authorized only upon advance written approval by the site principal or, for, those district-wide employees, upon advance written approval of his/'her immediate supervisor. Authorized overtime in excess of eight (8) hours or forty (40) hours per week shall be paid at a rate equal to one and one-half (1½) times the regular rate of pay. Overtime may be granted at the time of emergency by the immediate supervisor.

2. By mutual agreement between the District and the employee, compensatory time off in lieu of compensation at a rate equal to one and one-half (1.5) times the regular rate may be granted to the employee within the pay period immediately following the pay period in which the overtime was worked. If the compensatory time off is not granted within the following pay period, the employee shall be compensated by warrant at the overtime rate.
3. Overtime hours will be assigned on an equitable basis within the classification taking into consideration skills and qualifications of the employee.

I. RATE OF PAY FOR SUPPLEMENTAL HOURS

Employees shall be compensated for all work performed at their regular rate of pay throughout the entire year, including summers, when an employee works within the same job classification to which they are normally assigned.

J. CALL IN/CALL BACK TIME

Any classified employee called into work by law enforcement agencies or the District on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive two (2) hours of pay at the appropriate rate in addition to pay for the actual time worked.

K. MEALS AND LODGING

Any employee in the bargaining unit whose assigned work takes him/her from his/her normal assignment may have meals or lodging costs reimbursed if administratively approved. In an emergency situation such expenses may be approved by the immediate supervisor, if said expenses are in keeping with current conference policies.

L. COMPENSATION FOR ENTIRE YEAR

All classified employees, including food service employees, shall be compensated for all work performed at their regular rate of pay throughout the entire year, including summers, when an employee works within the same job classification to which he or she is normally assigned.

M. LICENSE RENEWAL

Employees who hold positions which require vehicle operator licenses shall be reimbursed (beyond the cost of Class C license renewal fee) for the cost of such licenses and California Special Driver Certificate upon renewal.

N. COMPENSATION-DEMOTION

Employees who are demoted to a lower range position will be placed on the salary schedule at the step they were on in the previous position. Employees that were on longevity will retain their longevity step level. This paragraph does not preclude a negotiated settlement that places an employee on a lower step in disciplinary matter, as long as the settlement is signed off by a CSEA representative.

O. COMPENSATION-RETURN TO DISTRICT

An employee who resigns his/her employment with the District to take a position with another organization and is rehired by the District within thirty-nine (39) months thereafter in a position compensated at the same range as the range assigned to the position from which the employee resigned or lower ranges, will be placed on at least the same step of the salary schedule, including any longevity steps, that the employee occupied at the time of his/her resignation. An employee who resigns his/her employment with the District and is rehired more than thirty-nine (39) months thereafter shall be treated as a new hire.

P. BENEFITED SPOUSES

Effective retroactive to October 1, 1996, neither a unit member nor his/her spouse who are eligible for full medical/health, dental and vision benefits, shall be required to contribute to the cost of such benefits coverage as long as the total monthly cost for both persons to be provided such benefits, and any additional benefits that the District's maximum monthly contribution as set forth in Article XIII. When the total cost of providing both eligible spouses with full benefit coverage exceeds twice the District's maximum monthly contribution, they shall authorize payroll deductions in equal amounts as necessary.

Q. PAYROLL

All classified employees who work less than twelve (12) months per year may opt on an annual basis to receive their annual contracted compensation in twelve (12) monthly pay warrants. Employees exercising this option shall fill out the necessary form and submit it to the District's Business Office by no later than July 1st of any school year.

ARTICLE XIV: LAYOFF AND REEMPLOYMENT

A. DEFINITIONS AND GENERAL PROVISIONS:

1. Prior to the imposition of layoffs or reduction of hours the District agrees to release all temporary and substitute employees.
2. A layoff is defined as including a separation from classified service as well as any reduction in assigned time per day, week, month or year.

3. Layoff shall occur for a lack of work, or for a lack of funds, including, but not limited to, the expiration of a specially funded program.
4. A “reemployment list” means a list of names of those persons who have been laid off by reason of a lack of work, lack of funds, position abolishment; and who are eligible for reemployment.
5. The decision to layoff shall neither be negotiable nor be subject to the grievance procedure; however, the layoff procedure shall be subject to the grievance procedure.

B. NOTICE OF LAYOFF

1. At least ten (10) days prior to action by the Board of Trustees to lay off, the District shall provide the CSEA with the most current seniority roster, the specific numbers of employees to be impacted and the specific classifications to be eliminated and/or hours/days/months to be reduced.
2. Written notice of layoff shall be provided to the affected unit member by March 15 in accordance with Education Code section 45117 by serving the unit member personally or U.S. Certified Mail to the last known address provided by the unit member to the District. The unit member may submit a request for hearing and Notice of Participation within the timelines proscribed in Education Code section 45117, in which case the District shall provide the unit member a District Statement of Reduction in Force containing the reasons the unit member’s services will not be required for the ensuing year; the unit member’s displacement rights, if any; reemployment rights; and applicable statute(s). The unit member who has been employed the shortest time in the classification including time in higher classifications shall be laid off first. Reemployment shall be in reverse order of layoff in accordance with Education Code section 45298.
3. As set forth in Education Code section 45117, if a layoff proceeds to hearing, the Administrative Law Judge shall prepare a proposed decision containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils of the schools. The proposed decision shall be prepared for the Governing Board and shall contain a determination as to the sufficiency of the cause and a recommendation as to disposition. However, the Governing Board shall make the final determination as to the sufficiency of the cause and disposition. Copies of the proposed decision shall be submitted to the Governing Board and to the classified unit member on or before May 7 of the year in which the proceeding is commenced.
4. Pursuant to Education Code section 45117 (g), any layoffs due to the expiration of a specially funded program does not include the right to a hearing and any affected unit members shall be given written notice not less than sixty (60) calendar days prior to the effective date of their layoff. The written notice of layoff shall inform the affected unit members of their layoff date and their displacement rights, if any, as well as their reemployment rights.

C. ORDER OF LAYOFF

The order of layoff shall be determined by seniority in accordance with provision Education Code section 45308.

1. Whenever a classified employee is laid off, the order of layoff within a class (classification) shall be determined by seniority. The employee who has been employed the shortest time in the affected class plus higher classes shall be laid off first.
2. For purpose of this Article, seniority shall be determined by date of hire as a probationary employee within classification, plus higher classifications. Date of hire is defined as the first day in contracted status in the classified position. Service in a summer school and/or substitute assignments shall not be used to determine date of hire for the purpose of calculating seniority.
3. If two or more employees subject to layoff have the same date of hire as a probationary employee within the classification, the employees' original date of hire in the District shall be used to break the tie. If two or more employees have the same original hire date in the District, the employee to receive the layoff notice shall be determined by the current practice as laid out in Article VII section D 5.

D. SENIORITY AND REEMPLOYMENT LISTS

1. The District shall maintain a list ranking each bargaining unit member in seniority order by the unit member's date of hire in his/her initial classification and any subsequent classifications; together with the title of each such classification, the number of hours worked per day and months worked per year in each such classification.
2. Consistent with Education Code section 45298, the District shall further maintain a reemployment list of employees who have been laid off or who, in lieu of layoff, exercised his/her displacement rights to take a position in a lower classification or to take a reduction in assigned time.

E. REEMPLOYMENT/REHIRE RIGHTS

1. As set forth in Education Code section 45298, bargaining unit members who have been laid off due to lack of work or lack of funds shall be eligible for reemployment for a period of up to 39 months. Such laid off unit members shall be reemployed in the reverse order of layoff and in preference to new applicants.
2. Any laid off permanent unit member who is reemployed within 39 months shall have all accumulated sick leave credit restored to him/her and shall be reemployed with all rights and benefits that were accorded to the unit member at the time of his/her layoff.
3. A laid off probationary unit member who is reemployed within 39 months shall be reemployed as a probationary employee, and unit member shall be credited

with the time served prior to his/her layoff in completing the required probationary period. The laid off probationary unit member shall have all accumulated sick leave credit restored to him/her and shall be reemployed with all rights and benefits accorded to him/her at the time of his/her layoff.

4. Each laid-off unit member bears the responsibility of providing the District and specifically, the Human Resources Department, with current contact information, including his/her address and telephone number.
5. Whenever a vacancy becomes available in a laid off unit member's former classification(s), the District shall offer the vacancy to laid off unit members in the order of seniority by written notice sent to the last known address of the employee on file with the District. In addition, the District shall make every effort to contact the unit member by telephone.
 - a. The laid off unit member shall have ten (10) work days from the date of the District's notice, to respond to the offer of reemployment.
 - b. If the District's notice to a laid-off unit member is undeliverable or if the laid-off unit member declines the offer; the District shall continue offering the vacancy to any other laid off unit members in the order of seniority.
6. Whenever a laid off unit member accepts an offer of reemployment, he/she shall report to work no later than ten (10) work days following the date of the vacancy notification or on a later date as specified by the District. A unit member who fails to report to work following acceptance of the position offered shall be permanently removed from the reemployment list and he/she shall forfeit all rights to which he/she would otherwise be entitled. The Superintendent or designee and the CSEA President will meet to discuss possibly extending the 10 day time period.
7. Whenever a laid off unit member rejects two (2) offers of reemployment for a position equivalent in pay and hours to the position from which he or she was laid off, the unit member's name shall be permanently removed from the layoff list and he/she shall forfeit all rights to which he/she would otherwise be entitled.
8. Any laid off unit member may apply for vacancies in classifications in which the unit member has not previously served and if the laid off unit member meets the minimum qualifications for the classification, he/she shall be interviewed and before any interviews are conducted with outside applicants.

F. VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS

1. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee and in accordance with their proper seniority, returned to a position in their former class or to positions with increased assigned time as vacancies become available.
3. An affected unit member who refuses to accept the offer to be restored to his/her former position or refuses an offer for increased assigned time shall be permanently removed from the reemployment list.

G. DISPLACEMENT RIGHTS

1. A unit member who has been laid off in his/her present classification may elect to exercise his/her displacement rights through reassignment into an equal or lower classification(s) in which such unit member has previously worked and gained permanency.
2. A unit member's displacement rights shall be based upon the employee's seniority in the equal or lower classification plus higher classifications. A unit member who elects to exercise displacement rights may displace the least senior unit member within the equal or lower classification with the same number of hours and the same number of work days as the employee exercising displacement rights. If no position with the same number of hours and the same number of work days is available, the employee may displace the least senior employee in the equal or lower classification with the next lowest number of hours and workdays and so forth.

H. ELECTION OF RETIREMENT IN LIEU OF LAYOFF

1. Pursuant to Education Code section 45115, any unit member who was subject to layoff for lack of work or lack of funds and who elected retirement from the California Public Employees Retirement System (PERS) shall be placed on the 39 month reemployment list.
2. The District shall notify the Board of Administration of PERS of the fact that the unit member's retirement was due to layoff for lack of work or lack of funds.
3. If the unit member is subject to reemployment and accepts, in writing, reinstatement to an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of CALPERS has properly processed their request for reinstatement from retirement

I. COMPLETION OF NEGOTIATIONS REGARDING LAYOFF DECISION

The District and the CSEA agree that neither party has any obligation during the term of this Agreement to negotiate the layoff decision or the layoff procedures. This article contains the full and complete settlement between the parties with respect to all of the matters listed immediately above; however, negotiations over the impact and effects of layoff may be requested by either party.

ARTICLE XV: TRANSPORTATION

A. VIDEO CAMERA

The District agrees to the following regarding video camera and GPS tracking device installation in District vehicles. The District will:

1. Make every reasonable effort to inform the driver when the vehicle has been equipped with a video camera before leaving the yard.
2. Not utilize the recorded information obtained through a video camera to discipline a driver, unless they have committed a flagrant violation of a rule or regulation. In addition to the above items it is further agreed that employees shall not divulge to anyone whether there is a video camera or an empty black box installed in a particular vehicle at any given time. Any employee found to have divulged this information will be subject to immediate disciplinary action.
3. Not utilize information obtained from global positioning tracking systems to discipline any driver, unless they have committed a violation of a rule or regulation.

B. REPORTING ABSENCES AND NOTIFICATION PRIOR TO RETURN TO WORK

1. In order to receive compensation while absent on sick leave, employees must satisfy the following procedure. Transportation employees shall notify the Director of Transportation or designee not less than one and one half (1.5) hours BEFORE their regularly scheduled shift the first day of absence.
2. By no later than 4:00 p.m. on the workday prior to the employee's return to duty, the employee shall notify his or her supervisor of his or her intention to return to work. If the employee fails to notify the supervisor and both the employee and the substitute report for duty, the substitute is entitled to the assignment, and the employee shall not receive pay for that day.

C. SAFETY SENSITIVE FUNCTION – DRUG AND ALCOHOL TESTING

1. The District shall comply with the requirements of the Code of Federal Regulations, Title 49, Section 382, ET seq.
2. The provisions of this article apply only to employees whose duties include the driving of a commercial motor vehicle where a Class A or Class B driver's license is required. Bargaining unit classifications with such duties are limited to:
 - a. School Bus Driver;
 - b. Any employee who in the course of their employment duties must possess a Class A or Class B driver's license.

3. Pre-Employment Tests:

Tests shall be conducted before the first time a driver performs any safety sensitive function for the District. Safety-sensitive functions include all on-duty functions from the time a driver begins work or is required to be ready to work until he/she is relieved from work and all responsibility for performing work. It includes: driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the District or paid work for any other entity. (49 CFR 382.107.395.2.) The tests shall be required of an applicant only after he/she has been offered the position. Prior to commencing employment, and in addition to pre-employment tests, drivers must present to the District verification of previous drug and alcohol free employment.

4. Post-Accident Tests

- a. Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:
 - 1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
 - 2) Who received a citation under state or local law for a moving traffic violation arising from the accident. (49 CFR 382.303.)
- b. Drivers shall make themselves readily available for testing, absent the need for immediate medical attention. (49 CFR 382.303.)
- c. No such driver shall use alcohol for eight hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209.)
- d. If an alcohol test is not administered within two hours or if a drug test is not administered within 32 hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests will not be given if not administered with eight hours after the accident for alcohol or within 32 hours for drugs.
- e. Tests conducted by authorized federal, state or local officials will fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations. (49 CFR 382.303.)

5. Random Tests:

Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for alcohol shall be conducted just before, during, or just after the performance of safety-sensitive functions. The number of random alcohol tests annually must equal 10% of the average number of driver positions. The number of random drug tests annually must equal 50% of the average number of driver positions. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made. (49 CFR 382.305.)

6. Reasonable Suspicion Test:

Tests shall be conducted when a supervisor or District official trained in accordance with law has reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, speech or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances.

- a. Individuals designated to determine whether reasonable suspicion exists must receive at least 60 minutes of training that covers the physical, behavioral, speech and performance indicators of alcohol issue and an additional 60 minutes of training that covers these indicators of controlled substance use.
- b. Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the workday when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours. (49 CFR 382.307.)
- c. A supervisor or District official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier. (49 CFR 382.211.)

7. Enforcement

Any driver who refuses to submit to a post-accident, random, reasonable suspicion or follow-up test shall be terminated. (49 CFR 382.211.) Drivers who test positive for alcohol or drugs shall be subject to dismissal if the driver:

- a. Tests positive during his/her initial probation period.
- b. Refuses to submit to a test authorized by this article.
- c. Tests positive (0.04 or greater) for alcohol or positive for controlled substances.
- d. A driver with an alcohol concentration level of 0.02 or greater, but less than 0.04 shall:
 - 1) Be placed on unpaid leave until a non-safety sensitive position becomes available.
 - 2) Be transferred to a non safety-sensitive position when one becomes available and receive a written reprimand stating that he/she will be terminated upon a second positive test result. Placement of the employee shall be negotiated by the parties.
- e. A driver who violates District prohibitions related to drugs and alcohol shall receive from the District the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee shall be evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in resolving such a problem. Any substance abuse professional who determines that a driver needs assistance shall not refer the driver to a private practice, person or organization in which he/she has a financial interest, except under circumstances allowed by law. (49 CFR 832.605.)
- f. An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation program and shall be subject to random follow-up tests for a period of two years after returning to duty, in a non-safety-sensitive position. (49 CFR 832.605.)

8. Return-to-Duty Tests

A drug or alcohol test shall be conducted should a driver who has violated the District's drug or alcohol prohibition return to performing non safety-sensitive duties. Employees whose conduct involved alcohol cannot return to duty in a non

safety-sensitive function until they undergo a return-to-duty alcohol test with an alcohol concentration of 0.00.

9. Records

Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with Law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified person only as expressly requested in writing by the driver. (49 CFR 382.405.)

10. Notifications

Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the District's policy and regulations for meeting these requirements.

- a. The person designated by the District to answer driver questions about the materials;
- b. The categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382;
- c. Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382;
- d. Specific information concerning driver conduct that is prohibited by Part 382;
- e. The circumstances under which a driver will be tested for drugs and/or alcohol under Part 382;
- f. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results and ensure that test results are attributed to the correct driver;
- g. The requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382;
- h. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences;
- i. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation and treatment;

- j. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04; and
 - k. Information concerning the effects of drugs and alcohol on an individual's health, work and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program and/or referral to management. (49 CFR 382.061)
11. Drivers shall also receive information about legal requirements, District policies and disciplinary consequences related to the use of alcohol and drugs.
 12. Each driver shall sign a statement certifying that he/she has received a copy of the above materials. (49 CFR 382.303)
 13. Before any driver operates a commercial motor vehicle, the District shall provide him/her with post-accident procedures that will make it possible to comply with post-accident testing requirements. (49 CFR 382.303)
 14. Before drug and alcohol tests are performed, the District shall inform drivers that the tests are given pursuant to the Code of Federal Regulations, Title 49, Part 382. This notice shall be provided only after the compliance date specified in law. (49 CFR 382.113)
 15. The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within sixty (60) calendar days of being notified of the disposition of his/her employment application. (49 CFR 382.411)
 16. The District shall notify a driver of the results of random, reasonable suspicion and post-accident drug tests if the test results are verified positive. The District shall also tell the driver which controlled substances were verified as positive. (49 CFR 382.411)
 17. Drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Such a substance may be used only if the physician has advised the driver that it will not adversely affect his/her ability to safely operate a commercial motor vehicle. (49 CFR 382.213)

D. TRANSPORTATION STAFF ADVISORY COMMITTEE

CSEA and the District agree to create a Transportation Advisory Committee to allow drivers and co-workers to address issues not subject to bargaining. The purpose of such a committee is to improve employee/employer relations.

E. BREAKS FOR BUS DRIVERS

The parties agree to form a transportation committee to make a recommendation to them regarding rest periods for transportation employees. Following receipt of the recommendation, the parties will resume negotiations on this matter only.

F. BUS DRIVERS

Any unit member employed in any Bus Driver position shall have the opportunity for all field trip assignments up to a maximum of 8 hours in a day or 40 hours in a week on a rational basis by seniority. This includes day Field Trips, night Field Trips and weekends.

G. BIDDING FOR REGULAR ROUTES

1. CSEA and the District agree bus drivers will bid for regular daily bus routes in the order of seniority for 2010-2011 and each school year thereafter.

- a. On Saturday, May 1, 2010 and on the first Saturday in May each school year thereafter, bus drivers will be provided the opportunity to bid in the order of their seniority for the daily bus route(s) that will comprise their contracted assignment for the next school year. Drivers will be compensated for their time on May 1, 2010 and for their time on the first Saturday in May in succeeding years, at a minimum of two (2) hours or until the bus driver has selected his/her bus route, whichever is longer.
- b. Once the bus routes are assigned through bidding each year, the District and CSEA agree that any adjustment, change, or establishments of routes during the year thereafter shall be implemented in accordance with the terms of the collective bargaining agreement.
- c. The seniority based bidding as specified in Section 1.a. above applies to regular daily routes only and will not be used to assign bus driving assignments related to after school programs, field trips, extra - curricular activities, etc.
- d. Any current driver assignment that combines time in the Bus Driver classification together with time in the classification of Transportation Service Person shall remain unchanged and subject to the seniority based bidding process for 2010-2011 and thereafter.

ARTICLE XVI: FOOD SERVICES

For purposes of the breakfast and lunch programs within the District, whenever food products from restaurant chains (i.e. Taco Bell, McDonalds, Pizza Hut, etc.) are utilized classified employees of the District shall be responsible for serving these food products to the students

ARTICLE XVII: DISTRICT AND MANAGEMENT RIGHTS

- A.** It is agreed the District retains all of its powers and authority to direct, manage and control the educational program to the full extent of the law except as limited by the terms of this agreement.
- B.** Included in, but not limited to, those duties and powers is the right to:
 - 1. Determine its organization;
 - 2. Supervise the work of its employees;
 - 3. Determine the times and hours of operation of the District;
 - 4. Determine the kinds and levels of services to be provided and methods of providing them;
 - 5. Establish its educational policies, goals, and objectives;
 - 6. Insure the rights and educational opportunities of students;
 - 7. Determine staffing patterns;
 - 8. Determine the number and kinds of personnel required;
 - 9. Maintain the efficiency of District operations;
 - 10. Build, move or modify facilities;
 - 11. Establish budget procedures and determine budgetary allocation;
 - 12. The District may contract out bargaining unit work as permitted by statute and to the extent such contracting out of work does not violate the Education Code section 45103.1 or the Educational Employment Relations Act;
 - 13. Determine the existence of an emergency and take action in any matter in the event of an emergency; and
 - 14. The right is retained to hire, classify, assign or reassign, evaluate, promote, terminate and/or discipline employees.

ARTICLE XVIII: SAVINGS

- A.** If any provisions of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction to be contrary to the law, then such provision or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- B.** The terms and conditions of this Agreement shall be applied consistently with the provisions of applicable state and federal laws.

ARTICLE XIX: SAFETY

The District shall remedy unsafe working conditions and abate job hazards as required by law. In order to meet safety requirements, the District shall organize the Safety Committee. The Committee shall be organized as follows:

- A. The Superintendent shall appoint a Safety Officer for the District. He/She shall serve as a permanent Chairperson of the District's Safety Committee.
- B. The District Safety Committee shall be comprised of the District Safety Officer, one representative of Management and one Association representative. The Association shall appoint its one member to the Committee. The District Safety Committee shall meet a minimum of two times per year.
- C. At each school site the Principal shall be the Site Safety Officer and shall be responsible for inspecting site safety conditions, reviewing alleged violations, and reporting his/her findings to the District Safety Officer.
- D. The failure of the Association representative to participate in District Safety Committee meetings shall not preclude such committee from carrying out its responsibilities.
- E. On an annual basis, the District Safety Committee shall prepare a report of its findings and activities and submit that report to the Superintendent.
- F. An employee shall immediately report to the Site Safety Officer any unsafe working condition which the employee believes places him/her in imminent physical danger or significantly endanger his/her health. The Site Safety Supervisor shall be responsible to resolve any condition that would place employees in an unsafe environment.

ARTICLE XX: RECLASSIFICATION

- A. Definition: Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work that alters the nature of the classification of the position.
- B. Timing of Request for Reclassification: All requests for reclassification of positions shall be filed no sooner than March 1 and no later than March 31 of every even numbered year. Requests for reclassification may not be submitted after the last day of March. Employees who are requesting reclassification must prepare and personally deliver all materials to the District's Classified Personnel Services and the CSEA President. District reclassification shall be done in the same manner with copies to CSEA.
- C. Contents of Requests: Each request for a reclassification shall contain eight (8) copies [four (4) to the District and four (4) to CSEA] of the following:

1. A cover letter stating an overview of the request.
 2. A letter from the employee's supervisor is strongly recommended but not required stating that he/she has reviewed all documentation in support of the employee's request for reclassification and also stating his/her recommendation and reasons for such recommendation regarding the request. Upon receipt of the documentation, the supervisor shall not alter the employee's assignment pending the outcome of the reclassification negotiation.
 3. The current job description.
 4. A proposed job description.
 5. A letter outlining the additional duties acquired over a period of time that differs from the current job description and justifying the request.
 6. Current and proposed salary ranges.
 7. Any other relevant information including data supporting the request.
- D. The District and CSEA shall meet by the last day of May to negotiate the requests for reclassification.
- E. Upon mutual agreement, the District and CSEA shall negotiate any reallocation proposed by CSEA and/or the District.

ARTICLE XXI: SUMMER SCHOOL

- A. Consistent with the terms of this Article, the District will keep employees functioning within their permanent positions at school sites for summer school, if the same position is needed by the District to run summer school at the same site provided the employee has not previously accepted a summer school assignment and failed to complete that assignment without legitimate or compelling reason. In the event the District determines that an employee did fail to complete a summer school assignment without legitimate or compelling reason, the employee shall be ineligible to work during summer school for the following year.
- B. The District will not reduce the level of the position for the summer session.
- C. The employee retains his or her current position, title and step.
- D. If the person holding the current school year position declines the summer school position, the District may post the summer school position.

- E. The person assuming a summer school position under this article does not gain the right to a 12-month position. The employee does not gain the right to the summer position if summer school is not offered at his or her school.
- F. The District retains the right to offer summer school at the schools which best meet the needs of the students and the District.
- G. The District retains the right to set the number of hours for a summer school position. Most summer school positions will have fewer hours than regular school

ARTICLE XXII: REOPENING OF NEGOTIATIONS

For the 2023-2024 and 2024-2025 school years and as set forth in Article XIII, the parties shall negotiate the distribution of the available percentage amount, if any, between salary schedule and/or health and welfare benefit improvement. In addition, each party shall have the right to reopen on three articles (other than salary and health/welfare). CSEA shall submit its initial reopener proposal for 2023-2024 and 2024-2025 by June 1 of each year.

ARTICLE XXIII: COMPLETION OF MEET AND NEGOTIATIONS

During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject of matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XXIV: CONTRACT AGREEMENT

This Agreement is made and entered into this 1st day of July, 2022 between the Kings Canyon Unified School District and California School Employees Association Chapter No. This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2025 without further negotiation except as provided in Article XXII above.

Except as set forth above, all other terms and conditions set forth in the parties 2019-22 Agreement shall remain status quo and shall be incorporated into and become a part of the parties' 2022-2025 successor contract.

MISCELLANEOUS

A. INCENTIVE PROGRAM

CSEA and The District agree to meet for the purpose of developing an “incentive Plan” applicable to all classified bargaining unit members. Failure of CSEA and the District to agree on an “incentive Plan” shall not constitute a breach of this agreement or an unfair labor practice.

B. MENTOR PROGRAM

The District will make a maximum contribution of \$15,000 to the Mentor Program as described in Exhibit F.

MISCELLANEOUS

The District and CSEA agree on the importance of the contribution that classified employees make to the District’s operation and the negative impact that occurs when shortage of substitutes prevents the District from being able to adequately cover classified employees who are absent. In an effort to curtail employee absenteeism, the parties shall attempt to reach consensus on the procedure to improve employee attendance and if they are unable to reach consensus or there is no demonstrable improvement in attendance, the parties will negotiate a reduction in the number of sick leave days that can be used for personal necessity.

ARTICLE XIV: YEAR ROUND EDUCATION (archived 2011 negotiations)

A. YEAR ROUND EDUCATION POSITIONS

1. Year Round Education (YRE) positions with no increase in hours or work year shall be offered first to the incumbents at the YRE School. Thereafter, any remaining, or new vacancies shall be filled in accordance with established procedure.
2. YRE positions with an increased number of hours, longer work year, or increased compensation shall be filled in accordance with Article VII Transfers and Filling of Vacancies.
3. For initial staffing of YRE schools, no employee shall be involuntarily transferred to or be required to remain at a YRE school from a traditional school as long as there are open positions available in traditional school(s) in the classification of the employee, except as required to meet the educational needs of the students.

B. TRACK ASSIGNMENTS

1. Whenever possible, employees shall have a choice of track assignment.
2. Employees who are not assigned to the track of their choice may appeal the assignment to the District Superintendent within three (3) working days after the employee received the assignment. The Superintendent's decision shall be in writing within five (5) working days from receipt for the appeal.
3. Unit members may request a change of tracks. Such requests are subject to the approval of the Principal and the Superintendent.

C. VACATION AND HOLIDAYS

Employees assigned to YRE schools shall have the same number of paid holidays, or equivalent compensation, as employees in traditional schools.

D. PRIORITY OF SUBSTITUTE WHEN OFF TRACK

Bargaining unit members who are off-track at the time shall be permitted to substitute for on-track bargaining unit members. Off-track substitutes shall be called from a list constructed by the District giving priority and first right of refusal to off-track bargaining unit members by seniority who have expressed a desire to be included on

the list. The salary for such assignment shall be at the District's adopted rate of pay for substitutes.

E. MEET AND CONSULT

It is understood that issues may come up in an environment which may not have been covered in the Agreement. The District and the Association agree to meet and consult to resolve any negotiable issues related to YRE for which this Article does no establish clear provisions.

F. YEAR ROUND FOOD SERVICE ASSIGNMENTS

Notwithstanding subdivision A above, for the food services necessary to conduct the YRE at Jefferson during the non-traditional year period (i.e. mid-June through August) the District will offer the additional hours in the Food Service Manager and Cook classifications to the most senior employee serving those classifications at Reedley High School. Such assignments shall be made as follows:

1. In the event that one or both of the most senior employees in the Food Service Manager and Cook classifications at Reedley High School accept assignments during the non-traditional school year period, they shall become twelve (12) month employees of the District. CSEA acknowledges that the non-traditional school year assignments for the most senior employee in the Food Service Manager and Cook classifications may consist of less hours than the assignments that these employees work during the traditional school year. These employees will be paid on a 10-month traditional and 2-month no-traditional payment schedule.
2. If either or both of the most senior employees in the Food Service Manager or Cook classifications reject the non-traditional school year assignments, the District shall offer those assignments to persons serving in those classifications at Reedley High School in the order of seniority. If no Food Service Manager and/or Cook at Reedley High School accept the non-traditional school year assignments, the District shall posts a notice of vacancy for those assignments and fill them in accordance with Article VII on "Transfer and Filling of Vacancies".
3. If any existing ten-month employee of the District accepts the non-traditional school year assignment, the employee shall become a twelve-month employee.
4. Article XIV, Section F will be put into effect no later than July 1, 1995.

G. EXCHANGE DAYS

1. On-track Instructional Aides may trade duty days with off-track Instructional Aides with prior site-level administrative approval. Instructional Aides may trade a maximum of five (5) duty days during a work year.
2. If an off-track Instructional Aide is unable to fulfill his/her obligations, the on-track Instructional Aide shall be charged a appropriate for the substitute Instructional Aide time.
3. A Trading Duty Days District Approved Agreement shall be filed with the site Administrator that outlines the responsibilities of the on-track and the off-track Instructional Aide.

ARTICLE XV: TRANSPORTATION (Section B only archived)**B. YEAR ROUND BUS DRIVING ASSIGNMENTS**

For bus driving services necessary to conduct the year round program at Jefferson during the non-traditional school year period (i.e. mid-June through August), the District will offer bus routes during this period to the most senior bus drivers currently covering Jefferson bus routes. Such assignments shall be handled in the following manner:

1. Bus Route #1 for an estimated total of 3.75 hours per day shall be offered to the first most senior Jefferson driver and Bus Route #2 for an estimated total of 2 hours per day shall be offered to the second most senior Jefferson driver. In the event that one or both of these drivers accept these additional non-traditional school year assignments, the two senior bus drivers shall become twelve (12) month employees of the District who will have route assignments during the non-traditional period that consist of less hours than their assignments during the traditional school year. These employees will be paid on a 10 month traditional and a 2 month non-traditional payment schedule.
2. If either or both of the most senior Jefferson drivers reject the non-traditional year assignments, the District will continue to offer the assignments to bus drivers serving Jefferson in the order of seniority.
3. If no bus driver serving Jefferson accepts the non-traditional year assignment, the District shall post a notice of vacancy for the 3.75 hours and the vacancy for 2.0 hours. The filling of the two non-traditional year assignments shall then be made in accordance with Article VII on "Transfer and Filling of Vacancies".
4. If any existing ten-month driver of the District accepts the non-traditional assignment, the employee shall become a twelve month employee.
5. Article XV, Section B will be put into effect no later than July 1, 1995.

MEMORANDUM OF UNDERSTANDING

Between The

KINGS CANYON UNIFIED SCHOOL DISTRICT

And the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 148

January 27, 2004

The Kings Canyon Unified School District ("District") and the California School Employees Association, Chapter 153 ("CSEA"), hereby enter into this Memorandum of Understanding subject to ratification of both parties. Library Media Technician Reorganization

- 1 Reactivate the Job Description for Library Clerk at Range 6.
- 2 Library Media Technician I: Range 8.
 - A. Any Library Media Technician I hired prior to February 1, 2004, must obtain required certificate within 4 years or by no later than June 30, 2008, on the following basis:
 - 1) End of first year, i.e. June 30, 2005: completion of 3 units.
 - 2) End of second year, i.e. June 30, 2006: completion of 6 additional units.
 - 3) End of the third year, i.e. June 30, 2006: no additional requirement.
 - 4) End of the fourth year, i.e. June 30, 2008: must have the certificate or be subject to disciplinary action, up to and including termination.
 - B. Any Library Media Technician I hired on or after February 1, 2004, must obtain required certificate within 4 years from the beginning of the first full semester following the date of hire, on the following basis:
 - 1) End of first year: completion of 6 units or be subject to discipline, up to and including termination.

2) End of second year: completion of 3 additional units or be subject to discipline, up to and including termination.

3) End of third year: no additional requirement.

4) End of fourth year: must have certificate or be subject to discipline, up to and including termination.

C. An employee currently serving as a Library Media Technician I at Range 10 who was originally hired prior to February 1, 2004, shall be reclassified to Library Media Technician I and shall be "red circled" (e.g. remain) at Range 10 until he/she obtains the required certificate for reclassification to Library Media Technician II. The certificate shall be obtained in the manner set forth in Section A. 1) through 4) above. The current classification of Media Technician II shall be modified as set forth in Section 3.

D. On or after February 1, 2004, no Library Media Technician I shall be disciplined if, due to circumstances beyond the control of the employee, the required units were not completed as specified in Section A. 1) through 4) or Section B 1) through 4).

3 Library Media Technician II: Range 13.

A. Revise current job description to include the required certificate as a prerequisite for classification as Library Media Technician II.

B. Reclassify all current Library Media Technicians III at Range 12 and Library Media Technicians IV at Range 13 to Library Media Technicians II at Range 13.

C. The current classifications of Library Media Technicians III and IV shall be replaced by the new Library Media Technician II classification.

Mechanic Technicians

1 Mechanic Technicians II promoted to Mechanic Technician III.

2 Mechanic Technician I promoted to Mechanic Technician II.

3 Hire an entry level Mechanic Technician I.

4 Modify evening Mechanic Technicians' shifts from 3 p.m. to 11:30 p.m. to 12:30 p.m. to 9:00 p.m.

Assessment Technicians

1. Assessment Technician I:

Development of job description for a new position to perform duties, including, but not limited to testing, assessment, and data analysis, for 12 months per year, 8 hours per day, at Range 18.

2. Assessment Technician II:

An employee serving in the position of Assessment Technician I who presents the required documentation evidencing successful completion of 60 units shall be automatically promoted to Assessment Technician II at Range 22. Suspension of Custodial Committee

The Committee formerly established to study the concept of replacing site custodians with custodial teams to travel from school site to school site to perform the duties of the custodian job description is suspended. The members of that Committee were:


Allen Moore
Ginny Zalky
Tony Giglio
Jean Clemons
Danny Carrillo
Frank Carrillo
Tom Sneed
Barbara Woolfolk
Dan Jimenez
Randy Rios

In the event the parties mutually agree to revisit the issue of custodial teams or a reorganization of the custodial staff, the above Committee, together with the above named individuals, will be reconvened.

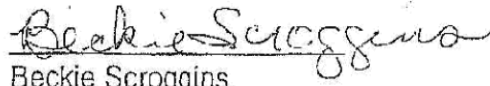
Bus Driver Vacancies

Assuming this Memorandum of Understanding is approved by both parties, CSEA and the District agrees that should any Bus Driver positions currently be vacant, or become vacant, between the date of this Memorandum of Understanding and June 30, 2004, said vacancies will be temporarily filled with substitute or short term employees in anticipation of the reorganization of existing bus routes for the 2004-05 school year resulting from the opening of a new school, redrawing of attendance areas, and termination of the Year Round Education Program. Any vacancies still in existence during the period July 1 to September 30, 2004 shall be filled accordance with the collective bargaining agreement so that assignments and reassignments are made on the basis of seniority.

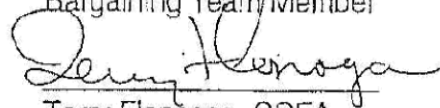
Dated: 1-27-04


Dan Jimenez, CSEA
Chapter 148 President

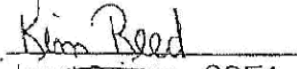
Dated: 1-27-04


Beckie Scroggins,
Bargaining Team Member

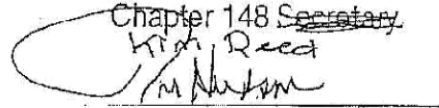
Dated: 1-27-04


Terry Flanagan, CSEA
Field Representative

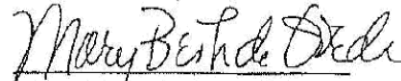
Dated: 1-27-04


Janet Serrano, CSEA
Chapter 148 Secretary

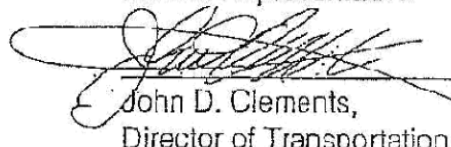
Dated: 1/27/04


~~Kim Reed~~
Ron Hudson,
Assistant Superintendent

Dated: 1/27/04


Mary Beth de Goede,
District Representative

Dated: 1/27/04


John D. Clements,
Director of Transportation
District Team Member

Kings Canyon Unified School District Classified Mentor Program

Purpose

The purpose of the Kings Canyon Unified School District's Classified Mentor Program is to:

- ❖ Utilize the existing skills and talents of classified employees to facilitate achievement of district goals and objectives.
- ❖ Create cost effective staff development programs for classified staff members.
- ❖ Provide opportunities and incentives for classified employees with expertise in specific areas.
- ❖ Motivate, encourage and recognize excellence of the classified employees by acknowledging the contributions the classified employees make to our district.
- ❖ Acknowledge the contributions this dedicated core of employees makes to the district.

Funding Administrative Costs

The classified mentor program receives \$15,000 per year from the Kings Canyon Unified School District. Funding includes all costs created by the Classified Mentor Program.

General Classified Mentor Responsibilities, Duties and Provisions

The primary function of a Classified Mentor is to facilitate the implementation of district goals and objectives by:

- ❖ Providing assistance to staff members,
- ❖ Conducting staff development activities,
- ❖ Completing special projects.

The Classified Mentor Committee determines specific Classified Mentor Responsibilities and Duties after discussion with the individual Classified Mentor. District wide needs, as well as, the Classified Mentor's qualifications and interests are considered when developing specific duties and responsibilities.

Criteria for Nomination and Selection of Classified Mentors

Candidates for Classified Mentor must be permanent employees in Kings Canyon Unified School District the selection committee considers the following:

- ❖ The needs of the district classified staff.
- ❖ Academic preparation of the proposal.
- ❖ Knowledge of project subject matter.
- ❖ Experience in working with school and district committees/task forces.
- ❖ Ability to communicate orally and in writing in a clear and succinct manner.
- ❖ Effective leadership skills.

Term of Service for Classified Mentors

The term of service for a Classified Mentor is one year. Mentors may apply annually for a maximum of two years.

At the end of the first semester, the Classified Mentor Committee will:

- ❖ Survey classified staff and administrators to determine District needs.
- ❖ Review the application process.

Classified Mentor applications are submitted to the classified Mentor Committee in March/April.

Before the end of May the Classified Mentor Committee screens, interviews, and observes applicants and recommends nominees.

The Classified Mentor Committee selects Classified Mentors by majority vote.

MEMORANDUM OF UNDERSTANDING

Between

Kings Canyon Unified School District

And

California School Employees Association, No. 148

July 14, 2006

The Kings Canyon Unified School District ("District") and the California School Employees Association, No. 148 ("CSEA") hereby agree to the following Memorandum of Understanding ("MOU") regarding the implementation of reclassification/reallocation(s) pursuant to Article XX of their collective bargaining agreement.

- 1 The agreed-upon reclassification/reallocation will be effective July 1, 2006.
- 2 The District and CSEA will review the District's proposed modifications for the job descriptions relevant to the Article XX negotiations.
- 3 After agreement is reached concerning the job description language, the District will take the necessary action to implement the reclassifications/reallocation on July 1, 2006.
- 4 The District will bear the full and ongoing cost associated with 2005-2006 reclassification/reallocation. The District has reported the cost to be twenty-seven thousand six hundred dollars (\$27,600), all inclusive.
- 5 The District will bear the full and ongoing cost to implement all future reclassification/reallocation agreements pursuant to Article XX. However, commencing February 1, 2008, the District and CSEA agree to limit the District's cost of implementing all future negotiated reclassification/reallocation agreements pursuant to Article XX to an amount not to exceed twenty-seven thousand six hundred dollars (\$27,600), all inclusive.
- 6 Effective July 1, 2008, the twenty-seven thousand six hundred dollar (\$27,600) figure referenced in #5 above shall be adjusted annually by an amount equal to the negotiated bargaining unit salary schedule increase, expressed as a percentage; i.e. if the District and CSEA agree that the 2008-2009 classified bargaining unit salary schedule will be increased by four percent (4%), then the twenty-seven thousand six hundred (\$27,600) shall be increased by four (4%). This adjustment will automatically occur every time the District and CSEA agree to an increase on the classified bargaining unit salary schedule.
- 7 Nothing in this agreement is intended to preclude the District from conducting and implementing, subject to negotiations with CSEA, a full classification study for the entire bargaining unit.

- 8 Acknowledging their obligation under Article XX of the parties' collective bargaining agreement, CSEA and the District agree that the provisions set forth in Article XX establish the exclusive means to reclassify classified bargaining unit positions and that the District is under no duty to consider reclassification requests submitted at times or in a manner inconsistent with Article XX.
- 9 Nothing in this agreement is intended to preclude CSEA from submitting comparability-based position reallocations as part of either are-opener' or a successor contract proposal.

Dated: 7-26-06 Signed by Becky Scroggins, CSEA President

Dated: 7/26/06 Signed by Terry Flanagan, CSEA Field Representative

Dated: 7/26/06 Signed by John G. Campbell, Assistant Superintendent
Kings Canyon Unified School
District

In lieu of making a one-time only lump sum payment of ONE THOUSAND DOLLARS (\$1,000.00) to full-time bargaining unit members in 2011-12 to defray health care costs and a second one-time only lump sum payment of ONE THOUSAND DOLLARS (\$1,000.00) to full-time bargaining unit members in 2012-13 for the same purpose, the District agrees to the CSEA request to consolidate the two one-time only lump sum payments and pay a total one-time only lump sum payment of TWO THOUSAND DOLLARS (\$2,000.00) to full-time bargaining unit members in 2011-12 in the following manner:

- a. On or before June 30, 2012, the District shall provide full-time bargaining unit members (i.e. 5 times per department of ten months a year) who are employed as of ratification of this agreement with a one-time only lump sum payment of TWO THOUSAND DOLLARS (\$2,000.00) less all applicable taxes and deductions.
- b. On or before June 30, 2012, the District shall provide all late hire full-time bargaining unit members who are employed as of ratification of this agreement, with a one-time only lump sum payment of ONE THOUSAND DOLLARS (\$1,000.00) less all applicable taxes and deductions.

TENTATIVE AGREEMENT

John M. Glavin 4/24/12

JOHN COMPOSIL

ASST. SUPERVISOR
A.C.U.S.P.

Beckie Scroggins 4-24-12
CSEA

Kasey Allen

4-24-12
CSEA LPR

Jan Cox
Gunter

4-24-12 CSEA

Classified Position List
Range/Position

Range	Position	Range	Position
5	Bilingual Instructional Aide I (Non-Certified) Folkloric Dance Instructional Aide I Instructional Aide I Laundry Attendant Non-Certified Bilingual Instructional Aide I Resource Center Aide I	16	Athletic/PE Custodian Computer Technician Finance Clerk (High School) Food Service Manager - Snack Bar (Re-class 04-05) Food Service Manager IV Groundsman Head Custodian II High School Matron LCAP Technician Maintenance Worker II School Office / Health Aide II Secretary III (+ HS Counseling Office) Technology Support Secretary Transportation Secretary / Dispatcher
6	Child Care Assistant Clerk Typist Clerk Typist - Migrant Education Community Aide I Library Clerk (Re-org 02/01/04) Special Education Technician I	17	Campus Assistant II Early Childhood Inclusion Practitioner I Physical Education Technician II Visual & Performing Arts Technician II (formerly Classroom Music & Art Tech II - 14-15) Warehouse Assistant / Delivery Person
7	Bilingual Community Aide I Bilingual Instructional Aide I (Certified) Certified Bilingual Instructional Aide I Family Connection Technician (formerly EL Assessment Technician - 16-17) Food Service Worker Infant Development Assistant I (re-class 02-03)	18	Assessment Technician I Behavior Intervention Technician (NEW 16-17) Food Service Manager - Central Kitchen Lead Warehouse Asst / Delivery Person
8	Cook I Leadership Technician I Library Media Technician I (Re-org 02/01/04) Migrant Community Aide I State Preschool Clerk (Re-class 08-09)	19	Head Custodian III Head Groundsman
9	Baker Bilingual Instructional Aide II (Non-Certified) Cook II Folkloric Dance Instructional Aide II Instructional Aide II Non-Certified Bilingual Instructional Aide II Resource Center Aide II	20	Bus Driver Child Care Site Supervisor Maintenance Crafts / Trades I Maintenance Secretary (Reclass 04-05) Mechanic Technician I Network Computer Technician Trainee Purchasing Technician - Accounting Assistant (NEW 10-11) Secretary IV (+ HS Main Off, Attendance & Scheduling)
10	Career Aide Community Aide II Leadership Technician II School Office / Health Aide I Special Education Technician II State Preschool Teacher Aide (Re-class 08-09)	21	Dispatcher/Router Food Service Manager - HS Head Custodian IV Pool Maintenance Technician / Groundskeeper (NEW 14-15)
11	Bilingual Community Aide II Bilingual Instructional Aide II (Certified) Certified Bilingual Instructional Aide II Cook III (re-class 02-03)	22	Mechanic Technician II
12	Food Service Manager Trainee Infant Developmental Assistant II (re-class 02-03) Migrant Community Aide II	23	Delegated Bus Driver Trainer (Re-class 04-05) Performing Arts Technician (RHS PAT)
13	Bus Detailer Campus Assistant I Custodian Education Technician - Learning Center (Re-class 08-09) Food Service Utility Worker Library Media Technician II (Re-org 02/01/04) Maintenance Worker I Physical Education Technician I Receptionist (re-class 08-07) School Secretary I Security Person Special Education/IEP Interpreter/Translator (NEW 17-18) Transportation Service Person	24	Early Childhood Inclusion Practitioner II Health Center Specialist (NEW 12-13) State Preschool Teacher (Re-class 08-09) Student Transition Liaison (NEW 15-16) Warehouse Supervisor
14	Visual & Performing Arts Technician I (formerly Classroom Music & Art Tech I - 14-15) Food Service Manager Food Service Secretary (re-class 06-07) Gardener School Secretary II	25	Accounting Technician - Food Services (change 10-17) Accounting Technician - LCAP (NEW 18-19) Human Resources Technician (NEW 18-19)
15	Head Custodian I Library Media Tech - High School (Re-class 02-03)	26	Driver Trainer (Re-class 04-05)
		27	Accounting Assistant - Business Office (NEW 15-16) Administrative Assistant (New 13-14) Behavior Case Manager (NEW 16-17) Business Services Technician (NEW 15-16) District Insurance Technician (NEW 11-12 - range change 12/1/15) Licensed Vocation Nurse (LVN) (NEW 12-13) Payroll Technician (NEW 15-16)
		28	Assessment Technician II (re-class 06-07) District Accountant (NEW 15-16) Maintenance Crafts / Trades II Network Computer Technician Mechanic Technician III Senior Administrative Assistant (New 13-14) Student Information System Analyst (range change 12/1/15)
		29	Accompanist Lead Grounds Technician (Re-class 04-05) Mechanic Technician IV (Lead) Speech and Language Pathologist Assistant (NEW 16-17) State Preschool Teacher/Director (NEW 14-15)

KCUSD Classified Salary Schedule 2022-23

Ranges

***	Step 1	Step 2	Step 3	Step 4	Step 5
5	\$16.46	\$17.28	\$18.15	\$19.05	\$20.01
6	\$16.66	\$17.49	\$18.36	\$19.28	\$20.25
7	\$16.86	\$17.70	\$18.59	\$19.51	\$20.49
8	\$17.06	\$17.91	\$18.81	\$19.75	\$20.74
9	\$17.26	\$18.13	\$19.03	\$19.99	\$20.99
10	\$17.47	\$18.35	\$19.26	\$20.23	\$21.24
11	\$17.68	\$18.57	\$19.49	\$20.47	\$21.49
12	\$17.89	\$18.79	\$19.73	\$20.71	\$21.75
13	\$18.11	\$19.01	\$19.96	\$20.96	\$22.01
14	\$18.21	\$19.12	\$20.08	\$21.08	\$22.13
15	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69
16	\$19.13	\$20.09	\$21.09	\$22.15	\$23.25
17	\$19.61	\$20.59	\$21.62	\$22.70	\$23.84
18	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
19	\$20.60	\$21.63	\$22.71	\$23.85	\$25.04
20	\$21.12	\$22.17	\$23.28	\$24.45	\$25.67
21	\$21.65	\$22.73	\$23.86	\$25.06	\$26.31
22	\$22.19	\$23.30	\$24.46	\$25.68	\$26.97
23	\$22.74	\$23.88	\$25.07	\$26.33	\$27.64
24	\$23.31	\$24.48	\$25.70	\$26.98	\$28.33
25	\$23.89	\$25.09	\$26.34	\$27.66	\$29.04
26	\$24.49	\$25.71	\$27.00	\$28.35	\$29.77
27	\$25.10	\$26.36	\$27.68	\$29.06	\$30.51
28	\$25.73	\$27.02	\$28.37	\$29.79	\$31.28
29	\$26.37	\$27.69	\$29.08	\$30.53	\$32.06

Vision/Life-employees who work 6 hours or less.
(\$376 as of 4/12/10)

As stated in Section E of Article XIII, employees with the years of service as detailed below who have a satisfactory evaluation shall receive a 5% increase on:

1. July 1 of the calendar year of employee's 10th anniversary
2. July 1 of the calendar year of employee's 15th anniversary
3. July 1 of the calendar year of employee's 20th anniversary
4. July 1 of the calendar year of employee's 25th anniversary
5. July 1 of the calendar year of employee's 30th anniversary
6. July 1 of the calendar year of employee's 35th anniversary

Effective 7/1/22

Board Approved: 12/13/2022

MEMORANDUM OF UNDERSTANDING
Between the
KINGS CANYON UNIFIED SCHOOL DISTRICT
And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 148

The Kings Canyon Unified School District ("District") and the California School Employees Association and its Chapter 148 ("CSEA") hereby enter into this Memorandum of Understanding as follows:

WHEREAS, when the classified bargaining unit was established in 1978, various classified positions were designated as confidential; and

WHEREAS, the definition of a confidential employee as set forth in Government Code section 3540.1(c) has changed since 1978 and now states a confidential employee is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions with respect to employer-employee relations; and

WHEREAS, the District and CSEA have determined that there are seven (7) classified positions currently designated as confidential that do not fit within the definition set forth in Government Code section 3540.1(c); and

WHEREAS, the District and CSEA have a mutual interest in re-designating a total of seven (7) classified confidential positions and including those positions in the bargaining unit; and

NOW, therefore, the District and CSEA agree as follows:

1. The foregoing recitals are true and correct.
2. The parties agree that the following full-time positions currently designated as confidential shall be included in the classified bargaining unit effective on December 1, 2015.

Employee name	Position
Linscheid, Janet	Accounting Assistant
Ortiz, Fide	Accounting Assistant
Perales Maria	Accounting Assistant
Ramirez, Liz	Payroll Technician
Valdez, Jes	Payroll Technician
Willems Joanne	Business Services Technician Student Information Systems Analyst
Harris, Margaret	District Accountant

3. The parties agree that this Memorandum of Understanding is expressly limited to the seven (7) positions listed above and that nothing in this Memorandum of Understanding shall constitute or be construed to establish a past practice with respect to the designation of bargaining unit positions.

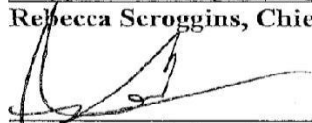
Dated: 10-1, 2015


Griselda Davila, CSEA President

Dated: 10-1, 2015


Rebecca Scroggins, Chief Negotiator

Dated: 10/1, 2015


Raul Perez, Labor Representative

Dated: 10/1, 2015


John Campbell, Deputy Superintendent

Dated: 10/1, 2015


Mary Beth de Goede, Representative