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COLLECTIVE BARGAINING AGREEMENT
Between
MT. PLEASANT ELEMENTARY SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION MT. PLEASANT CHAPTER #463

JULY 1, 2016 TO JUNE 30, 2019

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PREAMBLE

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This is an Agreement made and entered into this *11th day January of 2017* between the Governing Board of the Mt. Pleasant School District (hereinafter referred to as the "District") and the California School Employees' Association and its Mt. Pleasant Chapter #463 (hereinafter referred to as "CSEA"). The Articles and provisions contained herein constitute a bilateral and binding agreement between the District and CSEA. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (Act).

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ARTICLE I – RECOGNITION

- 1.1 The District confirms its recognition of the California School Employees' Association and its Mt. Pleasant Chapter #463 as the exclusive representatives for that unit Classified positions in Appendix A.
- 1.2 The Unit excludes those positions designated by the District and agreed to by the District and by CSEA as Management, Supervisory, Confidential, or Noon-Duty Supervisors. The District will advise CSEA of new positions or classes proposed. If agreement cannot be reached within ten (10) working days, the District may fill the positions involved and the parties shall submit any disagreements to PERB for resolution.
- 1.3 Persons who are hired *and paid* as a substitute *or short-term employee for 75% of the work year* or more during the scheduled absence of a regular employee shall be entitled to all benefits of this Contract except the right to permanency and seniority.

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ARTICLE II - EMPLOYEE RIGHTS

- 2.1 The District and Association recognize the right of employees to form, join, and participate in lawful activities of employees' organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.
- 2.2 Distribution of Job Information
 - 2.2.1 Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.
 - 2.2.2 At the time of appointment to a unit position, an employee shall be assigned a regular work shift, hours per day, days per week, and months per year. Assignments may be reduced in accordance with the Education Code, or any procedures worked out between the District and CSEA outside of the negotiating process.
- 2.3 Distribution of Contract
 - 2.3.1 Within thirty (30) days after the execution of this Agreement, the District shall *post a copy of this Agreement on its website and shall also* print or duplicate and provide a copy of this Agreement to every employee in the bargaining unit.
 - 2.3.2 Any employee hired after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment.
 - 2.3.3 The District shall provide each employee, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

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ARTICLE III — MANAGEMENT RIGHTS

3.1 It is understood and agreed that the District has all the customary and usual rights, powers, functions, and authority to discharge its obligations. Any of the rights, powers, and functions or authority. which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

223 **ARTICLE IV- ASSOCIATION RIGHTS**
224

225 4.1 All CSEA business, discussions and activities will be conducted by unit members
226 or CSEA officials outside established work hours as defined in Article IX herein,
227 exclusive of breaks and lunch, and will be conducted in places other than District
228 property, exclusive of breaks and lunch, except when:

229 4.1.1 An authorized CSEA representative obtains advance permission
230 from the Superintendent or designee regarding the specific time,
231 place and type of activity to be conducted.

232 4.1.2 The Superintendent or designee can verify that such requested
233 activities and use of facilities will not interfere with the school
234 programs and/or duties of unit members and will not directly or
235 indirectly interfere with the right of employees to refrain from
236 listening or speaking with a CSEA representative.

237 4.1.3 CSEA agrees to adhere to District requirements of the Community
238 Service Act, which allows for use of facilities.

239 4.1.4 Subject to these regulations, CSEA officers and representative
240 shall have the right to access at reasonable times areas in which
241 employees work.

242 4.2 CSEA may use the school mailboxes, fax machines, copy machines and bulletin
243 board spaces designated by the Superintendent subject to the following
244 conditions:

245 4.2.1 All postings for bulletin boards or items for school boxes must
246 contain the date of posting or distribution and the identification of
247 the organization, together with a designated authorization by the
248 CSEA president or designee.

249 4.2.2 A copy of such postings or distributions must be delivered to the
250 Superintendent or designee at the same time as postings or
251 distribution.

252 4.2.3 CSEA will not post or distribute information which is obscene,
253 derogatory or defamatory of the District or its personnel, subject to
254 the immediate removal by the District of the right to post or
255 distribute for a period of at least one (1) full semester.

256 4.2.4 CSEA will have the right to use *District copiers and duplicators*.
257 Such use shall be limited to times students are not in session.

258 4.3 Release Time

259 4.3.1 *The District shall grant CSEA a total of thirty (30) days per*
260 *contract year of Chapter release time in accordance with Education*
261 *Code 45210 for purposes of problem solving, contractual issues*
262 *and attend Association conferences/training.*

263 4.3.2 *The release time shall include the complete salary and benefits for*
264 *the released member. If a substitute is required for the released*
265 *member, the District shall incur the cost for the first fifteen (15)*
266 *days per contract Chapter release time. The Chapter may have an*
267 *additional fifteen (15) days, however, the CSEA chapter will pay for*
268 *the substitute days 16-30.*

269 4.3.3 *No more than two (2) members shall be released at one time.*

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4.3.4 The release time shall be exercised at the Association’s discretion, but within the parameters described above.

4.3.4 The release time shall be separate and apart from release time in accordance with Government Code section 3543.1(c).

4.3.5 The CSEA Chapter President shall provide a written notice to the District upon releasing a CSEA member. The notice shall be in writing and provided to the District no less than two (2) working days prior to the first day released, unless an alternative agreement is mutually agreed to between the parties.

281 **ARTICLE V - ORGANIZATIONAL SECURITY**

282
283 5.1 The District will deduct from the pay of CSEA members and pay to CSEA the
284 normal and regular monthly Association membership dues duly authorized in
285 writing by the employee on a form supplied by the District subject to the
286 following conditions:

287 5.1.1 Such deduction shall be made only upon the submission on a
288 District approved form of a duly executed authorization by the
289 .employee. Such authorization remains in effect up to and including
290 thirty (30) days after the expiration date of this Agreement.

291 5.1.2. The District shall not be obligated to put into effect any new
292 changed, or discontinued deduction until the pay period
293 commencing fifteen (15) days or more after such submission.

294 5.1.3 CSEA shall hold the District harmless in any dispute that arises
295 with regard to the deduction authorized under this Article. The
296 failure of any CSEA member to pay moneys to the CSEA or
297 comply with CSEA rules, regulations or by-laws will be a dispute
298 between CSEA and the member and will not be a dispute with or
299 involve the District.

300 5.1.4 The District shall deduct one-tenth of such dues from the pay of
301 the member for the months of August through June of each school
302 year.

303 5.1.5 The District shall promptly remit to CSEA in a manner agreed to
304 pursuant to this Article the moneys collected pursuant to this
305 Article. CSEA agrees to submit to the District in writing within ten
306 (10) days after the execution of this Agreement the current dues
307 schedule of CSEA and to notify the District in writing of any
308 revisions of that schedule.

309 5.1.6 The organizational security agreement shall be as follows:

310
311 All employees in the bargaining unit who are not members of
312 CSEA shall pay to CSEA as a condition of continuing employment
313 a service fee in an amount in accordance with the CSEA dues
314 schedule for the duration of this Agreement. Payment of the
315 service fee shall be made by deduction from the wages of any
316 employee in accordance with this Article.

317
318 5.2 Hold Harmless Clause

319 CSEA shall indemnify and hold the District harmless from any and all claims,
320 demands, suits, or any other action arising from the organizational security
321 provisions contained herein.

ARTICLE VI — GRIEVANCE PROCEDURE

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6.1 Grievance Procedure

Prior to implementation of the Procedures for Grievances, employees are encouraged to attempt to identify and resolve a problem at the lowest level through a private conference. However, either party has a right to a representative(s) at any level within the Procedures for Grievance. No reprisals shall be invoked against any employee for processing a grievance.

6.2 Definitions

- Representative: A "representative" is a fellow staff member, organization representative or other individual.
- Working Day: A "working day" is any day, which the central administrative offices of the District are open for business.
- Grievant: A "grievant" is a-District employee or group of employees in the bargaining unit covered by this Agreement who are filing a grievance. The Association may file a grievance alleging that a right of the Association has been violated.
- Grievance: A "grievance" is a claim by a member or members of the bargaining unit that there has been a violation, misinterpretation or misapplication of an express provision(s) of this Agreement. The grievance shall include terms and conditions of employment as they relate to an express provision(s) of the Agreement.

6.3 Procedures

- 6.3.1. Except by mutual agreement, failure by the employer at any level to communicate a decision within the specified time limit shall permit the grievance to proceed to the next level.
- 6.3.2 Except by mutual agreement, failure by the grievant at any level to appeal a grievance to the next level within the specified time limit shall constitute a resolution of the grievance at that level.
- 6.3.3 All conferences at Levels I, II and III shall be scheduled during the grievant's regularly scheduled workday, unless otherwise mutually agreed, and the grievant and one Association representative (if requested by the grievant) shall be released from their work duties to attend such conferences.
- 6.3.4 The District may request that the grievant be present at any hearing at any level of the grievance process.
- 6.3.5 With approval of the District Superintendent, Levels I and II may be bypassed.
- 6.3.6 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level II or Level III.
- 6.3.7 An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is prior to arbitration and is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievance filed by employees directly and any response by the District. Prior to any resolution of any

371 grievance, CSEA shall be provided with a copy of the proposed
372 resolution for review and be given five (5) days to respond. Any time
373 delays caused by this review will not require advancement to the
374 next level. CSEA shall have the right to be present at any stage of an
375 employee-processed grievance without participating.

376 6.3.8 The District shall provide paid release time for the purpose of
377 testifying at any level of the grievance procedure to employees
378 whose appearance is requested by CSEA or the District.

379 6.3.9 All materials concerning an employee's grievance shall be kept in a
380 file separate from the employee's personnel file. This file shall be
381 available for inspections only by the employee, the CSEA
382 representative upon written permission of the employee, and those
383 management, supervisory, and confidential employees directly
384 involved in the grievance procedure.

385 6.4 Level I — Immediate Supervisor

386 Within twenty (20) working days after complainant knew, or by reasonable
387 diligence could have known, of the condition upon which the grievance is based,
388 the complainant shall present his/her grievance in writing on a form to be
389 provided by the District to the supervisor with the immediate administrative
390 responsibilities for adjusting the grievance. Copies shall be sent by the grievant to
391 all representative(s) and all representative(s) shall be listed. The written statement
392 of grievance shall be a clear, concise statement of the circumstances upon which
393 the grievance is based, the persons involved, and the remedy sought. Either party,
394 or representative(s), may arrange for a joint conference of all parties concerned.
395 The immediate supervisor shall communicate his/her decision to the employee in
396 writing within five (5) working days after receiving the written grievance.

397 6.5 Level II — Administrator

398 A unit member may appeal in writing the decision from Level I to the
399 administrator above Level I within five (5) working days after receiving the
400 decision. This written request shall be a clear, concise statement of the results of
401 Level I, a copy of the original grievance, the outline of action taken to adjust the
402 grievance, the reasons for the appeal from the decision, and the name of the
403 appellant's representative(s), if any. Level II administrator shall confer with the
404 unit member and his/her representative(s) and communicate a decision to the
405 grievant in writing within five (5) working days after the appeal is received.

406 6.6 Level III — Superintendent

407 A unit member may appeal in writing the decision from Level II to the
408 Superintendent or designee within five (5) working days after receiving it. This
409 written appeal shall be a clear, concise statement of the results of Level H, a copy
410 of the original grievance, the outline of action taken to adjust the grievance, the
411 reason for the appeal from Level II, and the name of the appellant's
412 representative(s), if any. The Superintendent or designee shall confer with the unit
413 member and his/her representative(s) and communicate a decision to the grievant
414 in writing within ten (10) working days after the appeal is received.

415 6.7 Level IV — Board of Trustees
416

417 If the grievant is not satisfied with the decision at Level III, he/she may within
418 five (5) working days submit a request in writing to the Superintendent for a
419 Board hearing on the dispute. The Board of Trustees shall schedule a grievance
420 hearing with the grievant and his/ her representative(s) for the next regular
421 meeting. The Board's decision shall be sent in writing to the unit member within
422 ten (10) working days subsequent to the Board meeting at which the appeal was
423 adjusted. Copies will be provided to the grievant and CSEA. If the grievant is not
424 satisfied with the decision, he/she may within five (5) days submit a request in
425 writing to the Superintendent for binding arbitration.

426 6.8 Level V — Binding Arbitration

427 6.8.1 CSEA and the District shall attempt to agree upon an arbitrator. If no
428 agreement can be reached, they shall request the California State Mediation
429 and Conciliatory Service (CSMCS) to supply a list of five (5) names of
430 persons experienced in hearing grievances in public schools. Each party
431 shall alternately strike a name until only one name remains. The remaining
432 panel member shall be the arbitrator.

433 The order of striking shall be determined by lot. The fees and expenses of
434 the arbitrator and the hearing shall be borne equally by the District and
435 CSEA. All other expenses shall be borne by the party incurring them.

436 6.8.2 The arbitrator shall, as soon as possible, hear evidence and render a
437 decision on the issue(s) submitted to him/her. If the parties cannot agree
438 upon a submission agreement, the arbitrator shall determine the issues by
439 referring to the written grievance and the answers thereto at each step. The
440 arbitrator will have no power to add to, subtract from, or modify the terms
441 of this Agreement, or the written policies, rules, regulations, and
442 procedures of the District.

443 6.8.3 Issues arising out of the exercise by the Board and Administration of its
444 responsibilities under Article III of this Agreement, including the facts
445 underlying its exercise of such discretion, shall not be subject to this
446 procedure. After a hearing and after both parties have had an opportunity to
447 make written arguments, the arbitrator shall submit in writing to all parties
448 his/her findings. The findings of the arbitrator shall be final and binding.

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451 **ARTICLE VII - COMPLAINT RESOLUTION**

452
453 This procedure is to be used when violations or alleged violations of District policies,
454 procedures and practices or unfair or unequal treatment occur outside this Agreement and is not
455 subject to ARTICLE VII — GRIEVANCE.
456

457 Public Complaint Procedure

458 7.1 No disciplinary action, negative and/ or unsatisfactory
459 , shall be taken based upon information received from a complaint from a member of the
460 public or an employee of the District unless the following procedure has been followed.

461 7.2 The bargaining unit member will be advised of the existence and substance of the
462 complaint within five (5) workdays of the receipt of the complaint by the district.
463 All complaints shall be completed on the mutually-agreed upon form called "Mt.
464 Pleasant Complaint Form" and a copy shall be provided to the member.

465 7.3 The supervisor shall commence a fair, complete, and impartial investigation as
466 soon as possible after receiving the complaint. Should either party or the
467 administrator believe the allegations in the complaint warrant a meeting, the
468 immediate supervisor shall schedule a meeting between the bargaining unit
469 member and the complainant. This meeting shall provide an opportunity for the
470 complainant and/or his/her representative to repeat the complaint orally. The
471 employee, their representative, or the district's representative to repeat the
472 complaint orally. The employee, their representative, or the district's
473 representative shall also have an opportunity to present information relevant to the
474 complaint orally or in writing. If such a meeting is scheduled during the
475 bargaining unit members normal work time, the bargaining unit member will be
476 released without loss of pay to attend the meeting. The complainant may be
477 accompanied at such meeting by an advocate.

478 7.4 To ensure that all pertinent facts are made available, the supervisor may interview
479 or collect written statements from other relevant parties. The supervisor shall
480 conclude the initial investigation within 10 days of receiving the written
481 complaint. This timeline may be extended if relevant parties are not available.
482 Within 10 days of the conclusion of the investigation, 20 days from the receipt of
483 the complaint, the supervisor shall deliver to the complainant and the accused a
484 written report of the findings of the investigation. The findings shall include:

- 485
- 486 1. The disposition of the complaint, including corrective actions, if any.
 - 487 2. The rationale for the above disposition.
 - 488 3. A detailed statement of all specific issues that were brought up during the
489 investigation and the extent to which these issues were resolved.
 - 490 4. Notice of the complainant or accused right to appeal the decision to the
491 next level.

492

493 7.5 If an employee is disciplined as a result of the complaint, this report shall simply
494 state that action was taken and the employee was informed of District
495 expectations. The report shall not give any further information as to the nature of
496 any action.

- 497 7.6 Complaints, which are withdrawn or determined by the District to be false, shall
498 neither be placed in the bargaining unit member's personnel file nor utilized in any
499 evaluation or disciplinary action against the bargaining unit member. Should the
500 District determine that the substance of a complaint is true after following the
501 above procedure, the District may take disciplinary action as listed in Article XII.
502 If no determination can be made as to the true or false nature of the complaint, the
503 original written Public Complaint Form shall be placed in a site file for the
504 remainder of the school year. If a similar complaint against the same bargaining
505 unit member is made within that school year, the first complaint shall become a
506 part of the new complaint and dealt with in a manner consistent with the principles
507 of progressive discipline and those listed in Article XII.
- 508 7.7 If the member believes the decision by the Supervisor is in error, the member may
509 appeal in writing directly to the Superintendent or their designee or follow
510 procedures as outlined in the Article VII. If the Superintendent or designee
511 receives an appeal, they will conduct their own impartial, fair, and complete
512 investigation and issue a written response to the member with in ten (10) days of
513 receiving the appeal. This timeline line may be extended if relevant parties are not
514 available.

TIMELINE

- 515
- 516
- 517 Step 1. Complainant files written complaint with the District. Complaint is given to the
518 immediate supervisor. Within five (5) days, the member receives a copy of the
519 complaint.
- 520 Step 2. Within ten (10) days, the Supervisor completes the investigation of the
521 Complaint.
- 522 Step 3. Within twenty (20) days from receiving the complaint, the
523 Supervisor shall deliver a written Findings Report to the complainant and the
524 member.
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Mt. Pleasant Elementary School District
COMPLAINT FORM

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To be filed with: Site Administrator
To be checked by Complainant: _____ Date Complaint received: _____

_____ Parent Complaint received by: _____

_____ Student
_____ District Employee
_____ Other:

NATURE OF COMPLAINT

Please give a detailed description of the grounds for your complaint, including all names, dates and places necessary for a complete understanding of your concern. Please attach additional pages if needed.

Date(s) incident occurred: _____
(If you are filing a complaint alleging discrimination, it must be filed within six months of the occurrence of the event or when it is first acknowledged. If your complaint does not meet the deadline you may be given information regarding an appeal to the State Superintendent of Public Instruction.)

Under penalty of perjury, I certify that the above information is true and accurate to the best of my knowledge.

Signature of Originator (Complainant) Date

Address Telephone

FOR OFFICE USE ONLY

Type of Complaint:
_____ UCP-Direct immediately to Human Resources
_____ Williams
_____ Employee
_____ Miscellaneous

DATE RECEIVED

Complaint referred to:
_____ Human Resources
_____ Instructional Services
_____ Student Services
_____ Special Education
_____ Facilities

Date Complaint Resolved: _____
Please attach any supporting documents

572 **ARTICLE VIII - LEAVE PROVISIONS**

573
574 Sole Benefits — The benefits, which are expressly provided in this Article, are the sole benefits,
575 which are part of this Collective Agreement.

576
577 8.1 Illness or Injury Leave — Illness or injury leave shall be for physical and mental
578 disability absences which are medically necessary and caused by illness, injury,
579 pregnancy disability, or quarantine. Illness or injury leave shall not be for cosmetic
580 surgery.

581 8.1.1 Eligibility — A member of the bargaining unit employed five (5) days
582 a week for fiscal year of service by the District shall be entitled to twelve (12)
583 days leave of absence for illness or injury without loss of compensation. The
584 illness or injury entitlement for the year shall be credited at the beginning of the
585 year. A member of the bargaining unit employed five (5) days a week who is
586 employed for less than a full fiscal year is entitled to that proportion of twelve
587 (12) days leave of absence for illness or injury as the number of months they are
588 employed bears to twelve.

589
590 A member of the bargaining unit employed less than five (5) days per week shall
591 be entitled for a fiscal year of service to that proportion of twelve (12) days leave
592 of absence for illness or injury as the number of days they are employed per week
593 bears to five (5). When such a member is employed for less than a full fiscal year
594 of service, this and the preceding paragraph shall determine the proportion of
595 leave of absence for illness or injury to which said member is entitled.

596 *If an employee's records indicate a possible abuse of leave privileges under this*
597 *Section the district may require verification (Physician's note) of the nature and*
598 *severity of the illness or injury through a physical examination of the member*
599 *verified by his/her physician or the by a physician appointed by the District in*
600 *writing (i.e. a note). If the employee sees (either by his/her choice or directed by*
601 *the district) a physician appointed by the District such examination shall be*
602 *made at no cost to the employee. If the physician's report concludes that the*
603 *absence is not due to personal illness or injury, or that the illness is not*
604 *sufficiently severe to warrant continued absence, then the Superintendent or*
605 *designee, after notice to the member, may deny continuance of the leave.*

606
607 8.1.2 Compensation — Pay for any days of such absence shall be the same as the pay,
608 which would have been received had the member served during the day. Credit
609 for leave of absence need not be accrued prior to taking such leave of absence,
610 and such leave of absence may be taken at any time during the year. However, a
611 member of the bargaining unit who is a new employee of the District shall not be
612 eligible to take more than six (6) days, or the proportionate amount to which they
613 may be entitled under this Section 8.1 of Article VIII, until the first day of the
614 calendar month after completion of six (6) months of active service with the
615 District.

616 A member of the bargaining unit who resigns, or otherwise leaves the
617 employment of the District, who has all paid illness or injury leave and has taken
618 additional unearned leave, shall have the amount of compensation received for

619 illness or injury leave taken, but unearned, deducted by the District from the
620 member's last warrant. A member who is absent from the regular duty day as
621 defined in Article IX, HOURS, shall have deducted from the member's
622 accumulated sick leave the actual amount of time absent. Any member covered by
623 this Agreement working less than full time shall be entitled to sick leave in the
624 same ratio that the employment bears to full-time employment, as defined in the
625 California Education Code Section 45191, or its successor.
626

627 8.1.3 Notification — Whenever possible, a member must contact his/her immediate
628 supervisor or designee as soon as the need to be absent is known, but in no event
629 less than sixty (60) minutes prior to the start of the workday, to permit the
630 employer time to secure a substitute for service. Night custodians shall notify the
631 substitute caller of their intended absence two hours before report time on the day
632 they will be absent. Failure to provide adequate notice may be grounds for denial
633 of leave with pay. The notification described herein shall include an estimate of
634 the expected duration of the absence, A member becoming aware of the need for
635 absence due to surgery or other predictable or priorly scheduled cause shall
636 submit a statement from their attending physician as far in advance of the initial
637 disability date as possible. The physician's statement shall include the beginning
638 date of disability, the cause of the disability, and the anticipated date of the
639 member's return to active service.
640

641 8.1.4 Return to Service — Immediately upon return to active service, the member shall
642 complete and submit the District Absence and Leave Affidavit to the member's
643 supervisor. For absence of more than three (3) days, a member may be required to
644 present a doctor's certificate verifying the personal illness or injury and/or an
645 authorization to return to work. If requested by the District, a member shall not
646 return to work until the member submits a medical doctor's authorization to return
647 to work. Delay of the employee's return to work because of a District-required
648 medical examination shall not be deducted from the employee's sick leave
649 account, nor shall the employee lose any pay.
650 A member who has experienced a disability absence requiring surgery,
651 hospitalization, or extended medical treatment shall be required, prior to return to
652 active service, to submit a medical statement on the District form indicating
653 his/her ability to return to his/her present position without restrictions or detriment
654 to the member's physical and/or emotional well-being. The District management
655 may require that such verification be made by a physician appointed and paid for
656 by the District. If the member indicated that he/she will be absent for more than
657 one (1) day, that member shall not be permitted to return to service and shall be
658 charged with one (1) additional day of illness or injury leave, if the member fails
659 to notify the District of the intent to return to service prior to the close of the
660 preceding duty day and by such notification failure, a substitute is secured.
661

662 8.1.5 Accumulation of Leave — If a member does not take the full amount of illness or
663 injury leave allowed in any school year under this Article, the amount not taken
664 shall be accumulated from year to year.
665

666 8.2 Extended Illness and Injury Benefits — When a member of the bargaining unit is absent
667 from his/her duties because of illness or injury for a period of five (5) calendar months or
668 less, whether or not the absence arises out of or in the course of employment of the
669 member, the amount deducted from the salary due the member for any month in which
670 the absence occurs shall not exceed the sum which is actually paid a substitute to fill the
671 member's position during the member's absence. Entitlement to such leave provisions
672 under this Section, if any, shall be used after entitlement to all regular sick leave,
673 vacation, or other available paid leave has been exhausted. This leave shall not be
674 accumulated from year to year, and when any leave will overlap a fiscal year, the
675 member shall be entitled to only that amount remaining at the end of the fiscal year in
676 which the illness or injury occurred.

677
678 8.3 Pregnancy Leave:

679 8.3.1 Members are entitled to use sick leave, as set forth in Sections 8.1 and
680 8.2 of Article VIII of this Agreement, for that period of time verified by the attending
681 physician that the member is unable to continue to perform assigned duties because of
682 temporary disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and
683 recovery therefrom on the same terms and conditions governing leaves of absence from
684 other illness or medical disability. Such leave shall not be used for child care, child
685 rearing or preparation for child bearing, but shall be limited to those temporary
686 disabilities as set forth above. Any member of the bargaining unit who is pregnant shall
687 submit a written statement to Personnel Services no later than three (3) months before the
688 expected date of delivery, together with a written statement from the attending physician.
689 The physician's statement and member's statement shall be on the forms prescribed by the
690 District. Sick leave benefits in connection with the pregnancy shall terminate when the
691 member's physician verifies that the member is physically able to return to work.

692
693 8.4 Industrial Accident or Illness Leave:

694 8.4.1 Classified personnel shall be granted industrial accident leave or illness leave in
695 accordance with the following regulations:

- 696 8.4.1.1 Allowable leave shall be for not more than seventy-five (75)
697 working days in any one fiscal year for the same accident.
- 698 8.4.1.2 Allowable leave shall not be accumulative from year to
699 year.
- 700 8.4.1.3 Industrial accident or illness leave will commence on the
701 first day of absence.
- 702 8.4.1.4 Payment of wages lost on any day shall not, when added to
703 an award granted the employee under the Worker's Compensation
704 laws of this State, exceed the normal wage for the day.
- 705 8.4.1.5 Industrial accident leave will be reduced by one (1) day for
706 each day of authorized absence, regardless of a compensation and
707 award made under Worker's Compensation.
- 708 8.4.1.6 When an industrial accident or illness occurs at the time
709 when the full seventy-five (75) days will overlap into the next
710 fiscal year, the employee shall be entitled to only that amount
711 remaining at the end of the fiscal year in which the injury or illness
712 occurred for the same illness or injury.

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- 8.4.2 The industrial accident or illness leave of absence is to be used prior to any other leave of absence, whether paid or unpaid, authorized by this Agreement. When entitlement to industrial accident or illness leaves has been exhausted, entitlement to other sick leave may then be used; but if an employee is receiving Worker's Compensation, he or she shall be obligated to use only so much of his or her accumulated or available sick leave, accumulated time, vacation, or other available leave which, when added to the Worker's Compensation award, provide for a full day's wage or salary.
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- 8.4.3 Periods of leave of absence, paid or unpaid, shall not be considered a break in service of the employee.
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- 8.4.4 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a Governing Board, the employee shall endorse to the District wage loss benefit checks received under Worker's Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Section.
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- 8.4.5 When all available leave of absence, paid or unpaid, has been exhausted and if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months; he/she shall be employed in a vacant position in the class of the previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he or she shall be listed in accordance with appropriate seniority regulations.
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- 8.4.6 This Section shall only apply to Classified employees who have obtained permanency in the District.
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- 8.4.7 Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
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- 8.4.8 An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment may be dismissed.
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- 8.4.9 Unless previously notified by the employee of the desire to be treated by their personal physician, the District reserves the right to secure proof of industrial accident or illness of any member of the bargaining unit by the District's physician and/or hospital. Before salary payments shall be made to a member absent because of industrial accident or illness, a report of such accident or illness must be on file, on the form prescribed by the District, in the Office of the Superintendent. The District has the right to designate physicians and emergency

760 clinics who will be responsible for determining the length of time during which
761 the member will be temporarily unable to perform assigned duties, for
762 determining the degree to which a disability is attributable to the industrial injury
763 or illness involved, and for providing the treatment as required. However, after
764 thirty (30) days from the first date of injury or illness, the member may utilize the
765 services of his/ her own physician upon notification to the District.
766

767 8.5 Bereavement Leave:

768 8.5.1 A member of the bargaining unit shall be entitled to a leave of absence, not to
769 exceed four (4) days, or six (6) days leave of absence if 400 miles travel is
770 needed, because of the death of any member of his/her immediate family. No
771 deduction shall be made from the salary of such member, nor shall such leave be
772 deducted from leave granted by other provisions of this Agreement. A member of
773 the bargaining unit shall be required to contact his/her immediate supervisor prior
774 to the start of his/her regular work shift to request a leave of absence due to the
775 death of a member of his/her immediate family. Failure to do so may result in
776 ineligibility for paid leave and may be considered to be an unauthorized leave. An
777 immediate family member shall be limited to mother, father, grandmother,
778 grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister
779 aunt, uncle, niece nephew of the employee or of the spouse of the employee, and
780 the spouse and any person living in the home. Also included is the parent of the
781 employee's child or any exceptions granted by the Superintendent. An employee
782 may also be granted a leave of absence without loss of pay, up to one (1) working
783 day depending on the time and location of service to attend the funeral services of
784 a relative or friend, with prior approval of the supervisor or Superintendent or
785 designee. More than one (1) request of this type in any single school year requires
786 prior approval of the Superintendent or designee.
787

788 8.6 Judicial Leave:

789 8.6.1 Unit members will be provided judicial leave for regularly called jury duty and to
790 appear as a subpoenaed witness in court, other than as litigant, for reasons not
791 brought about through the connivance or misconduct of the unit member. The unit
792 member shall present the official court summons to jury service or the official
793 court summons to serve as a witness to the unit member's immediate supervisor
794 within one (1) working day of receipt. Time served by a unit member or judicial
795 leave without proper notification to the appropriate supervisor will be considered
796 an unauthorized absence and shall result in loss of compensation to the unit
797 member.

798 8.6.2 Unit members shall receive full compensation while on judicial leave, provided
799 that any jury service fee and witness fee is returned to the District, excluding
800 reimbursement for transportation expenses. A statement from the clerk verifying
801 fees or compensation paid may be required. Any unit member ordered to court as
802 a defendant shall have salary deductions made only if judged guilty of a
803 misdemeanor or felony.

804 8.6.3 Any unit member receiving leave under this Article shall return to their regular
805 work location if there are four (4) or more hours left in their regular work shift at
806 the time of release by the court.

807 8.6.4 The term "subpoena" shall be construed to include any actual court order to
808 appear in court or to appear before any other judicial, administrative, or legislative
809 body empowered with the authority to issue a subpoena for purposes of: cases in
810 court, administrative hearing, physical examination, witnesses, and jury duty. The
811 member shall not volunteer for additional jury duty beyond the normal legal
812 requirement, and the leave of absence provided for in this Section 8.6 shall not be
813 available for such jury service. The pay for any days of jury duty shall be the
814 same as the pay which would have been received had the member been on duty in
815 the District during the day, provided that the member transmits to the District
816 Business Office any juror's fees received, exclusive of mileage. Otherwise, the
817 member will receive pay in the amount of the difference between the member's
818 regular earnings and any amount received for jury service.
819

820 8.7 Personal Necessity Leave:

821 8.7.1 Leave, which is credited under Section 8.1 of this Article, may be used at the
822 member's election for purposes of personal necessity, provided that the use of
823 such personal necessity leave does not exceed seven (7) days in any school year.

824 8.7.2 Personal necessity means any business or activity, as described below. In
825 addition, bargaining unit members shall be eligible to use no more than two (2)
826 Personal Necessity Leave days as "not tell". "No tell" days shall not be used to
827 extend a holiday or scheduled vacation. An employee shall not be required to
828 secure advance permission to use Personal Necessity Leave. The district may
829 request the employee provide reasonable verification that an absence is properly
830 chargeable to earned sick leave under this section if misuse of PNL is suspected.
831

832 8.7.2.1 Personal Necessity means:

833 8.7.2.1.1 A business or civic endeavor which cannot be conducted before or
834 after the work day.

835 8.7.2.1.2 Death or serious illness of a member of his/her immediate family.

836 8.7.2.1.3 Accident involving his person or property, or of his/her immediate
837 family.

838 8.7.2.1.4 Observance of a traditional religious holiday, provided that notice
839 is given to the District at least five (5) working days prior to the
840 date of the holiday.

841 8.7.2.1.5 Appearance in any court or before any administrative tribunal as a
842 litigant, party, or witness under subpoena or any order made with
843 jurisdiction for reasons not brought about through the connivance
844 or misconduct of the unit members. Should the circumstances
845 outlined in paragraph 8.7.2.1.5 arise, the member will make every
846 effort to comply with District procedures to enable the District to
847 secure a substitute.
848

849 8.8. Personal Leave:

850 8.8.1 Members of the bargaining unit may be granted personal leave without pay at the
851 sole discretion of the Superintendent or designee, not to exceed five (5) days
852 during any one school year. All such leave must have prior approval by the

853 Superintendent or designee; otherwise, the leave shall be considered as
854 unauthorized.
855 Where personal leave exceeds five (5) days, a written request shall be presented to
856 the Board of Trustees for consideration.
857 Gainful employment during the leave shall void the leave. Personal leave shall not
858 be granted for purposes of work stoppage, work slow down or strike; any
859 concerted activity that interferes with the efficient operation of the District,
860 personal convenience or routine, personal activities or vacation, holiday,
861 recreation, or social activities, except in cases where there are extenuating
862 circumstances as determined solely by the Superintendent or designee. Under all
863 circumstances, a member shall verify in writing that personal responsibility for
864 which the leave is requested cannot reasonably be fulfilled during hours when the
865 member is not assigned to work. Issues arising out of the exercise by the District
866 of these responsibilities under Section 8.9 of this ARTICLE VIII, including the
867 facts underlying the exercise of such discretion, shall not be subject to the
868 Grievance Procedure as set forth in ARTICLE VI herein.
869

870 8.9 Other Leave Without Pay

871 8.9.1 Members of the bargaining unit who have attained permanent status may request
872 an unpaid, personal leave without pay for periods in excess of five (5) days. The
873 request shall be made in writing ~~on the form prescribed by~~ to the District. The
874 leave must be processed through the member's immediate supervisor and
875 approved by the Superintendent or designee before it is presented to the Board for
876 approval. The request shall specify the time of the leave and the reason for the
877 request. If the needs of the District can be met, leave not to exceed one (1) year
878 may be granted without pay for:

- 879 • Leave to serve in the Armed Forces in fulfillment of obligations incurred
880 under Federal or State law (except where leave with pay is mandated by Federal
881 or State law).
- 882 • Leave for academic study.
- 883 • Leave for serving in Peace Corps, job corps, teachers corps, foreign military
884 teaching programs, or Federally sponsored civil service.
- 885 • Leave for child rearing and/or preparation for child bearing.
- 886 • Leave to run for or serve in an elective office.
- 887 • Leave to serve as an officer in the Association or its affiliates.

888 Request for leave without pay not listed herein may be approved if the
889 Superintendent is satisfied that the needs of the District can be met.

890 These leave requests must then be processed through the steps as outlined in the
891 first paragraph of this Section.

892 A member on leave without pay may participate in the employee group benefits
893 provided the member pays to the District the full cost on a monthly basis in
894 advance of the month due.

895 A member on leave without pay may remain an active participant in the Public
896 Employees' Retirement System by contributing thereto the amount necessary to
897 continue as a member on leave as provided by the provisions of the retirement
898 system of which the employee is a member.

899 A member of the bargaining unit may request to return to service prior to the last
900 date of the leave as approved by the District by so notifying their immediate
901 supervisor in writing at least five (5) working days in advance of the date the
902 member desires to return.

903 If the leave was granted for personal, health reasons, the member shall submit
904 prior to return to active service a medical statement on the district form indicating
905 an ability to return to his/her position without restrictions or detriment to the
906 member's physical and/ or emotional well-being. *Deductions for unpaid leave*
907 *shall be made using the following formula: Monthly Base Pay x FTE divided by*
908 *21.67.*

909 *If the leave was granted for the employee or family members (as defined by the*
910 *FMLA) health reasons, the employee may apply for up to three (3) months of*
911 *health coverage. During this time, the District will continue to make the*
912 *District's health benefit contribution and the employee will make his/her health*
913 *benefits contribution based on the employee's FTE (Full Time Equivalent).*

914 A member on personal leave without pay for more than fifty percent (50%) of
915 his/her annual days of required duty shall not advance a step on the Salary
916 Schedule as provided in ARTICLE XI during the year of service toward a salary
917 or vacation accrual longevity increment.

918 Issues arising out of the exercise by the District of these responsibilities under
919 Section 8.9 of this ARTICLE VIII, including the facts underlying the exercise of
920 such discretion, shall not be subject to the Grievance Procedure as set forth in
921 ARTICLE VI herein.

922

923 8.10 Special Leave

924 8.10.1 Employees in the bargaining unit working four (4) hours or more daily shall be
925 entitled to three (3) days non-cumulative Special Leave during each full school
926 year, provided that the dates of such leave are approved in advance by the
927 supervisor.

928 Pay for days taken off on a special leave by Classified personnel will be
929 reduced by fifty percent (50%) of the employee's daily rate, whether or not a
930 substitute is employed.

931

932 8.11 Re-Training and Study Leave

933 8.11.1 The District may grant a leave of absence to a member of the bargaining unit for
934 study or re-training, at its sole discretion. Study or re-training leaves of absence
935 may be taken in separate six (6)-month periods or in any other periods designated
936 by the District for a maximum cumulative leave of one (1) year, provided that the
937 total leave of one (1) year shall be commenced and completed within a three (3)-
938 year period. To be eligible for a study or re-training leave, the member must have
939 seven (7) consecutive years of full-time, paid service in the District. To be eligible
940 for a study or re-training leave, the member must agree to render at least two (2)
941 years of service in the employment of the District after returning from the leave.

942 • A member who has received a study or re-training leave shall not be
943 considered to be eligible for further leaves under this Section.

944 • To apply for a study or re-training leave, the member must submit a total
945 study or re-training plan, including name of education or training institutions,

946 proof of acceptance into the program, a detailed description of the skills,
947 knowledge, and abilities the member will gain during the leave, a statement of
948 the direct use of the skills, knowledge, and abilities in the future service to the
949 District, a suggested leave timeline, and the number of hours required attendance
950 in the program. The application must be submitted to the Superintendent or
951 designee not later than three (3) months prior to the proposed beginning date of
952 the leave. Members granted a study or re-training leave shall be required to
953 perform such services during the leave as the District and the member agree to in
954 writing. A member on a District-approved study or re-training leave shall receive
955 the difference between the salary of the member on leave and the salary of a
956 substitute in the position previously held by the member on leave. If a substitute
957 is not utilized, the member on leave shall receive one-half of the member's
958 regular rate of pay. Any compensation granted by the District to a member on
959 leave shall be paid in two equal annual installments during the first two years of
960 service rendered in the employment of the District following completion of the
961 leave. However, if the member furnishes a suitable bond indemnifying the
962 District against loss in the event that the member fails to render at least two (2)
963 years' service following the completion of the study and re-training leave, the
964 compensation approved by the District will be paid the member on leave in the
965 same manner as if the member were in working status.

966 • A member on a study or re-training leave shall not earn, nor be entitled to
967 use, sick leave, vacation, holiday, or any other form of paid leave. A member on
968 a study or re-training leave shall not earn seniority while on leave and shall not
969 be eligible to receive fringe benefits provided in ARTICLE XIII of this
970 Agreement.

971 • The District may terminate a study or re-training leave member and
972 recover any or all compensation granted to the leave member if the member fails
973 to comply with the provisions of this Agreement related to such leaves or any
974 reasonable requests made by the District. Issues arising out of the exercise by the
975 District and administration of its responsibilities under Section 8.11 of this
976 ARTICLE VIII, including the facts underlying its exercise of such discretion,
977 shall not be subject to the Grievance Procedures as set forth in ARTICLE VI.

- 978 •
- 979 8.12 General Provisions for Leaves of Absence
- 980 8.12.1 Application for leave of absence or an extension or renewal thereof must be
981 made in writing to the Superintendent stating the purpose of the leave, the
982 period of the leave and, if required by the Superintendent, must be accompanied
983 by certain specified supporting statements concerning the need or desirability of
984 said leave.
- 985 8.12.2 A leave of absence shall be used essentially and primarily for the purposes
986 stated by the employee in the application which was approved by the
987 Superintendent and for which the leave was granted by the Board.
- 988 8.12.3 Any substantial alteration of approved plans or purposes of the leave by the
989 employee without the approval of the Board may be considered cause for
990 dismissal of the employee.
- 991 8.12.4 Unless otherwise provided herein, leaves of absence shall be for a maximum of
992 one (1) school year.

- 993 8.12.5 All provisions relating to a request for a leave shall also apply to a request for an
994 extension or renewal of the leave.
- 995 8.12.6 The Superintendent may grant leave without pay for a period not to exceed five
996 (5) school days. Leaves of absence for a period of more than five (5) school
997 days may only be authorized by the Board.
- 998 8.12.7 Failure on the part of any Classified employee to secure a grant for a leave of
999 absence before being absent from assigned duties may be considered as a
1000 resignation of that employee from the School District.
- 1001 8.12.8 Unpaid leaves of absence granted to a probationary employee shall not count as
1002 time of service toward permanent status.
- 1003 8.12.9 If an employee on unpaid leave of absence desires to be reassigned to duty
1004 following the termination of a leave, application for reinstatement must be in
1005 writing to the Superintendent at least forty-five (45) days prior to the
1006 termination of the leave.
- 1007 8.12.10 The Superintendent may make an exception to the requirement of Section 8.12.9
1008 upon written request of the employee. If the Superintendent is not notified of
1009 intention of return to duty at least forty-five (45) days prior to termination of an
1010 unpaid leave, the position shall be considered vacant.
- 1011 8.12.11 Employees desiring to return to work following a non-paid leave of absence of
1012 less than one hundred ninety-five (195) working days shall be reassigned to a
1013 position in their original classification as soon as reasonable after the proper
1014 application has been received by the Superintendent. Employees desiring to
1015 return to work following a non-paid leave of absence of more than one hundred
1016 ninety-five (195) working days shall be given the first available position within
1017 their respective classification.
- 1018 8.12.12 An effort should be made to return the employee to the assignment held prior to
1019 the leave, but each employee requesting leave shall agree to accept a different
1020 assignment upon return if the needs of the District so require.
- 1021 8.12.13 The District and members of the Board are freed of any liability for payment of
1022 compensation or damages provided by law for death or injury of a Classified
1023 employee if the death or injury occurs while the employee is on an unpaid leave
1024 of absence granted by the Board.
- 1025
- 1026 8.13 Family Care and Medical Leave
- 1027 The district will comply with the federal Family and Medical Leave Act of 1993, the
1028 California Family Rights Act, and state and federal regulations implementing such laws.
- 1029
- 1030 8.14 Child Bonding Leave
- 1031 Employees may elect to utilize up to twelve (12) weeks of child bonding leave
1032 occasioned by the birth of the employee's child, or the placement of a child with the
1033 employee in connection with the employee's adoption or foster care of the child as
1034 provided by CFRA.
- 1035 8.14.1 Pursuant to Education Code section 45196.1, in order to qualify for child bonding
1036 leave, employees must have completed one (1) year (twelve month of employment) for
1037 the District but are not required to have at least 1,250 hours of service during the previous
1038 one (1) year (twelve month) period.

1039 8.14.2 For mother, the twelve (12) week child bonding leave shall commence at the
1040 conclusion of any pregnancy disability leave.
1041 8.14.3 For non-birthing parents, the twelve (12) week child bonding leave shall
1042 commence on the first day of such leave.
1043 8.14.4 Pursuance to Education Code section 45196.1, if any employee exhausts his/her
1044 accumulated sick leave prior to expiration of the twelve (12) week bonding leave, s/he
1045 shall be entitled to differential pay as defined in section 8.2 or 50% of the employee's
1046 regular pay whichever is more. (AB 2012, effective January 1, 2019)
1047 8.14.5 The District must be provided with at least thirty (30) days prior notice of intent
1048 to take child binding leave, except in the case of emergency.
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ARTICLE IX HOURS, HOLIDAYS, VACATION

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- 9.1 For the purpose of this Article, the work week shall mean no more than forty (40) hours, Monday through Friday.
 - Current employees shall not have their week changed from Monday through Friday, but the District may create a work week of other than Monday through Friday and less than forty (40) hours for vacant or newly created positions.
 - 9.1.1 The hours of work for full-time bargaining unit employees shall be eight (8) hours per day. The hours of work for part-time bargaining unit employees shall be determined by the District.
 - 9.1.1.1 By mutual agreement between the employee and supervisor, a ten (10) month employee may work with their supervisor to flex their schedule to account for the last day of school. The intent of this provision is for an employee to add time to their schedule prior to the last day of school in order to leave their workday early on the last day of school.
 - 9.1.2 Overtime shall be authorized and approved by the immediate Supervisor. Such authorization/approval requirements shall not be construed so as to deny overtime entitlement under the Fair Labor Standards Act.
 - 9.1.3 Authorized overtime shall be paid at the following rates: Time and one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Time and one-half for all hours worked on the sixth (6th) day and double time for all hours worked on the seventh (7th) day, regardless of total hours worked during the week involved.
 - 9.1.4 At the option of the employee, authorized overtime shall be paid compensation or compensatory time off at the appropriate rate of pay.
 - 9.1.5 When a Classified employee is required to work on any holiday listed in Section 9.2 of this Article, s/he shall be paid compensation, or given compensating time off, for such work in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
 - 9.1.6 The designation, authorization, and allocation of any overtime shall rest solely with the District management. The District shall make every effort to assign overtime on a rotating basis to individuals most familiar with the work involved.
 - 9.1.7 Emergency Service Call: When a full-time bargaining unit employee is called in by authorized personnel beyond his/her regular working day to provide an emergency service to the District, s/he shall be guaranteed a minimum of two (2) hours of compensation at appropriate rate of pay. An employee who is assigned to vandalism standby duty during a weekend or holiday period shall receive a minimum compensation of two (2) hours for each day of standby duty. If called to duty, the minimum compensation shall be part of the total compensation paid for that weekend or holiday work.
 - 9.1.8 Lunch Period: All unit members who have been on duty for five (5) hours shall be entitled to an unpaid, duty-free lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes per day. The time shall be adjusted to meet specific needs and shall be determined by the employee's immediate supervisory.

1098 9.1.9 Rest Period: All bargaining unit employees who work eight (8) hours per day
1099 shall be allowed two (2) fifteen (15) minute rest periods per day. Bargaining unit
1100 employees who work from four (4) hours to eight (8) hours shall be allowed rest
1101 periods on a pro-rated basis. The specific time of rest periods shall be
1102 determined by the employee's immediate supervisor. When an Instructional
1103 Aide works recess duty, it is not to be considered a rest period.

1104 9.1.10 Work Year: The work year of all bargaining unit employees shall be as follows:
1105 1) The work year of all bargaining unit employees who work twelve (12)
1106 months is *two hundred forty-five (245) days plus* vacation and holidays.
1107 2) The work year of all bargaining unit employees who work *eleven (11)*
1108 months is *two hundred twenty-three (223) days plus* vacation and
1109 holidays.
1110 3) The work year of all bargaining unit employees who work less than ten
1111 (10) months is one hundred eighty-two (182) days plus vacation and
1112 holidays.

1113 9.1.11 Hours of Work: During school recess periods, maintenance, grounds and
1114 custodial personnel may work 7:00 a.m. to 3:30 p.m.

1115 9.1.12 Increase in Hours: When additional hours need to be assigned to a part-time
1116 position(s), the incumbent(s) in the position(s) shall be offered the additional
1117 time. If the incumbent(s) declines the additional time, the additional time will be
1118 offered to other unit members in the same class at the work site based on hire-
1119 date seniority. The increase of time may be offered on a District-wide basis, if
1120 not filled by the incumbent(s) or at the work site. Upon acceptance of an
1121 increase in hours under this Section, the District shall notify the unit member, in
1122 writing, of the increase in time and additional entitlements to sick leave,
1123 vacation and fringe benefits.

1124 9.1.12.1 When the additional hours are funded by restricted and/or categorical
1125 funds of finite duration, the notice provided for in Section 9.1.12
1126 above shall also include the duration, including ending date, of the
1127 additional hours. Such hours shall terminate automatically on the
1128 date specified. This notice shall be deemed to have met all of the
1129 notice requirements of Article XVIII of this Agreement.

1130 9.1.12.2 Traffic Supervision hours shall initially be offered to unit members
1131 pursuant to this section (9.12 and 9.12.1) at the work-site, after
1132 which the hours may be offered to non-unit personnel.

1133 9.1.13 *A classified employee who works a minimum of 30 minutes per day in excess of*
1134 *his part-time assignment for a period of 20 consecutive working days or more,*
1135 *shall have his basic assignment changed to reflect the longer hours in order to*
1136 *acquire fringe benefits on a properly prorated basis as specified in Section*
1137 *45136. If a part-time employee's average paid time, excluding overtime for*
1138 *which the employee receives compensation at a rate at least equal to time and*
1139 *one-half, exceeds his average assigned time by 50 minutes or more per working*
1140 *day in any quarter, the hours paid per day for compensable leaves of absence*
1141 *and holidays in the succeeding quarter shall be equivalent to the average hours*
1142 *paid per working day in the preceding quarter, excluding overtime. Except*
1143 *where vacation entitlement is accrued on the basis of actual hours of paid*
1144 *regular service, vacation entitlement shall be based on the average number of*

1145 *hours worked per working day during the portion of the school year in which*
1146 *the employee is assigned to duty. It is the intent of the Legislature, in enacting*
1147 *this section, to insure that part-time employees are accorded fringe benefits on*
1148 *an appropriate prorated basis with full recognition given to the number of*
1149 *hours worked by the part-time employee rather than on the basis of time fixed to*
1150 *the position when the fixed time is not reasonably correlated with the actual*
1151 *time worked. This section is to be liberally construed in order that the*
1152 *provisions of Section 45136 may not be circumvented by requiring employees to*
1153 *work in excess of the regularly fixed hours for a position on an overtime basis*
1154 *but for which premium pay is not provided nor appropriate adjustment is not*
1155 *made in fringe benefit entitlement.*
1156

1157 9.2 Holidays

1158 The following days shall be established as paid holidays for bargaining unit employees.
1159 Specific placement of the holidays shall be pursuant to the yearly agreed-upon calendar.
1160

1161 **HOLIDAYS** Sixteen (16) paid holidays for twelve (12) month employees; fifteen (15)
1162 days for ten (10) month employees.

1164	Independence Day --	July 4
1165	Labor Day --	First Monday in September
1166	Admission Day --	September 10 (Part of Christmas Holiday)
1167	Veteran's Day --	November 11 (or day in November
1168		Governing board designates)
1169	Thanksgiving Day --	Fourth Thursday and Friday in November
1170	Christmas Day --	December 24, 25
1171	New Year's Eve Day --	December 31
1172	New Year's Day --	January 1
1173	Martin Luther King Day --	Third Monday in January
1174	Lincoln's Birthday --	February 12 (or day in February Governing
1175		Board designates)
1176	Washington's Birthday --	Third Monday in February
1177	Good Friday --	Friday before Easter
1178	Cinco de Mayo Day --	May 5 (Part of Christmas Holiday)
1179	Memorial Day --	Last Monday in May

1181 9.2.1 When any legal or local holiday falls on a Sunday, the following Monday shall
1182 be a holiday in lieu of the day observed. When the holiday falls on a Saturday,
1183 the preceding Friday shall be the holiday.

1184 9.2.2 The holidays falling within a vacation period shall not constitute a vacation day.

1185 9.2.3 Holidays falling outside of the employee's specified work year are not granted
1186 with pay unless the requirements of Education Code Section 45203 are met (the
1187 work status requirement).

1188 9.3 Vacations

1189 Classified employees shall be entitled to paid vacation days according to the following
1190 schedule:
1191

1192	Twelve (12) Month Employees:	
1193	1 year	13 days
1194	2 - 9 years	16 days
1195	10 - 14 years	17 days
1196	15 - 20 years	18 days
1197	20 years or more	21 days

1198		
1199	Eleven (11) Month Employees:	
1200	1 year	12 days
1201	2 - 9 years	15 days
1202	10 - 14 years	16 days
1203	15 - 20 years	17 days
1204	20 years or more	20 days

1205		
1206	Ten (10) Month Employees and School Year Employees:	
1207	1 year	12 days
1208	2 - 14 years	15 days
1209	15 - 20 years	16 days
1210	20 years or more	19 days

- 1211
- 1212 9.3.1 *Employees shall take as much vacation time as possible during non-instructional*
- 1213 *days and school holidays.*
- 1214 9.3.2 *July 1 shall be used as the anniversary date for the purpose of determining the*
- 1215 *number of days of vacation. The number of days of vacation the first year of*
- 1216 *employment shall be determined by the number of months of employment prior*
- 1217 *to July 1 of that year.*
- 1218 9.3.3 *Vacation time earned in one fiscal year must be used or paid for prior to April*
- 1219 *30 of the next fiscal year, unless an exception is specifically approved by the*
- 1220 *Superintendent. The District shall not pay for vacation time except for those*
- 1221 *employees who earn more vacation time than they are able to take on non-*
- 1222 *instructional days during the regular school year; for such employees, the*
- 1223 *District's maximum payoff for unused vacation shall be six (6) days per year.*
- 1224 9.3.4 *The specific vacation time should be scheduled according to District needs and*
- 1225 *the individual's wishes. However, the vacation date must be approved by the*
- 1226 *employee's immediate supervisor. The District may establish certain periods*
- 1227 *within the school year when vacation days may not be taken. Such periods may*
- 1228 *vary for individual members of the bargaining unit or groups of members in the*
- 1229 *best interest of and at the sole discretion of the District. Members of the*
- 1230 *bargaining unit critical to the operation of the school will not normally be*
- 1231 *allowed to utilize vacation days except during periods when school is not in*
- 1232 *session. There may be exceptions to the above scheduling provisions with the*
- 1233 *mutual agreement of both the member and the immediate supervisor. Members*
- 1234 *of the bargaining unit employed less than twelve months shall utilize vacation*
- 1235 *days between the beginning and ending dates of their period of employment.*
- 1236 *When conflict in scheduling vacation days occurs because too many members*
- 1237 *are requesting to be absent at the same time, seniority will be used as a basis for*
- 1238 *approving vacations of those members that can be spared during that time*

- 1239 period. Probationary members of the bargaining unit must have completed at
1240 least six (6) months of service before vacation leave may be taken.
- 1241 9.3.5 Employees shall submit a written vacation plan each year as requested by
1242 immediate supervisors. Such plan shall be submitted by May 1 from all
1243 employees, except for ten-month employees, who shall submit such plan in the
1244 month of September as requested by the District. (See Side letter re Vacation
1245 Planning at the end of the Contract.)
- 1246 9.3.6 Earned vacation shall become a vested right upon completion of the first six (6)
1247 months of employment.
- 1248 9.3.7 Employees may be granted vacation during the year even though not earned at
1249 the time the vacation is taken.
- 1250 9.3.8 If an employee is terminated and has been granted vacation which had not yet
1251 been earned at the time of termination of his service, the District shall deduct
1252 from the employee's final salary check the full amount of salary which was paid
1253 for such unearned days of vacation taken.
- 1254 9.3.9 Upon termination, for any reason, the employee shall be entitled to
1255 compensation for all earned and unused vacation, except those employees who
1256 have not completed six (6) months of employment in regular status shall not be
1257 entitled to such compensation.
- 1258 9.4 Summer School Programs
- 1259 9.4.1 *When the District maintains a Summer School Program, notice of available*
1260 *assignments shall be posted on bulletin boards in prominent locations at District*
1261 *job sites for a period of five (5) working days, during which time employees may*
1262 *apply for the assignment.*
- 1263 9.4.2 *Assignments for Summer School shall be made on the basis of both qualifications*
1264 *and seniority for employment in each classification of service which is required.*
- 1265 9.4.3 *No classified employee employed during the school year shall be required to*
1266 *accept Summer School employment.*
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ARTICLE X – PROMOTION

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- 10.1 Promotion on the salary schedule shall be deemed to mean reassignment to a position, which is on a higher classification of the schedule. An individual, when promoted from one classification to another, shall be placed pursuant to (a) or (b) below, whichever generates the higher salary.
 - (a) The individual shall receive up to two (2) years credit for service rendered in the District for purposes of placement on the higher range; Or
 - (b) Placement on the new range at the step, which is next higher, in amount of salary, over the amount being received in the lower classification. There shall be no recruiting for employees outside of the District until it has been determined that there are no qualified applicants in the employment of the District to fill the new or vacant position within the bargaining unit.
- 10.2 Posting of Notice
Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 10.3 Notice Contents
The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 10.4 Filing
Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Personnel Office within the filing period. Any employee on vacation or on unpaid status during recess periods may authorize CSEA to file on the employee's behalf.
- 10.5 Certification of Applicants
Within fifteen (15) working days following completion of the filing period, the Personnel Office shall notify in writing each applicant as to whether he/she has met the minimum qualifications.
- 10.6 Promotional Order
Any employee in the bargaining unit who files for the vacancy during the posting period and is qualified shall be promoted into the vacant position. If two (2) or more employees who file have the same qualifications, the employee with the greatest bargaining unit seniority shall be the one promoted. In the event that two (2) or more employees have identical seniority, the employee to fill the position shall be selected by the District.

ARTICLE XI – TRANSFER

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- 11.1 A transfer is a change in work location within the same classification or to another classification with the same salary range designation. Except in unusual circumstances, probationary employees will not be eligible for voluntary transfers.
- 11.2 Involuntary Transfer
A unit member may be transferred at his request or for the good of the District from one position to another with the approval of the Superintendent/designee. CSEA shall be given at least five (5) days' notice of the transfer prior to its implementation. Transfers for the good of the District, as determined by the Superintendent/ designee, shall pertain to the needs of the District, the filling of a vacancy, or the safety and health of students. The district shall receive CSEA approval, in writing to waive the five (5) day notice requirement.
- 11.3 A unit member desiring a transfer shall file a written request with the Personnel Office. Said request shall remain on file until withdrawn by the employee. When a new position is created or an existing position becomes vacant, the District shall give preference to bargaining unit employees serving in the same class in the District who have a transfer request on file. Approval of requests shall remain discretionary with the District.
- 11.4 No employee shall be transferred temporarily to a work location other than the employee's normal work site for a period in excess of twenty (20) working days during the regular school year without the written consent of the employee.
- 11.5 Posting of Notice
Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 11.6 Notice Contents
The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 11.7 A permanent employee with two (2) years of consecutive service in the District, who is incapable of performing the duties of his/her class because of illness or injury, shall be given alternate work when the same work in the related class is available. The alternate work may constitute promotion, demotion or lateral transfer to a related class, but it shall be constituted only upon concurrence of the employee. Employees with less than two (2) years consecutive service may request a transfer.
- 11.8 A unit member who requests a transfer to a vacant position and who is qualified for the vacant position may be transferred. If two (2) or more employees requesting transfer to the same position have the same qualifications, the employee with the greatest bargaining unit seniority shall be transferred. In the event that two (2) or more employees have identical seniority, the employee to be transferred shall be selected by the District.
- 11.9 If the District decides to fill a vacant or newly created position, such position shall be filled with a regular classified employee within twenty (20) days of creation of the vacancy. If there are no qualified applicants available, the twenty (20) day period shall be extended in ten (10) day increments until a qualified applicant is available. If the District

1353 decides not to fill a vacancy, it may not use a substitute, temporary, or short-term
1354 employee in such position.

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ARTICLE XII - EVALUATION PROCEDURE

1358 12.1 Probationary Employees — Probationary employees shall serve a probation period of six
1359 (6) months. Probationary employees shall be evaluated twice during probation, prior to
1360 the end of the third (3rd) and fifth (5th) months. Prior to the completion of six (6) months
1361 of employment, the employee's supervisor will submit a recommendation to the
1362 Personnel Office to place the employee on permanent status. The employee will be
1363 placed on the next step horizontally of the salary schedule after successful completion of
1364 the probationary period. The Personnel Office will retain a master calendar of hiring
1365 dates of all Classified employees to verify the six (6) month probationary period and will
1366 submit a written notice to the Payroll Office as to salary increment adjustments.

1367 12.2 Permanent Employees — Permanent employees shall be evaluated annually or, by mutual
1368 agreement between the unit member and evaluator, on every other year basis. Evaluations
1369 for permanent employees shall be completed by **May 2** of the year in which the
1370 evaluation takes place.

1371 12.2.1 The parties agree to continue the Evaluation Pilot begun in 2016-17 **pending**
1372 **results.**

1373	2016-17	First Year pilot.
1374	2017-18	All Classified Staff will pilot the Goals/Section/Process
1375	2017-18	Second year pilot
1376	2018-19	Implement new evaluation system with all pending results

1377
1378 12.3 All Employees — All evaluations shall be written on approved forms. The written
1379 evaluation shall be shared with the unit member in an evaluation conference with the
1380 designated management person (evaluator). *If the evaluation is a notice of unsatisfactory*
1381 *performance the supervisor/evaluator shall inform the employee that upon request,*
1382 *he/she shall have the opportunity to seek CSEA representation.*

1383 Upon completion of the evaluation conference, the designated management
1384 person shall sign the evaluation form. The unit member shall sign the evaluation form.
1385 The unit member's signature only indicates receipt of the evaluation and does not indicate
1386 agreement with the written evaluation. The unit member shall receive a copy of the
1387 evaluation.

1388 The original copy of the evaluation will be placed in the personnel file of the unit
1389 member.

1390 The evaluator shall not base his/her evaluation of an evaluatee on any
1391 information, which was not collected through direct observation. Hearsay statements
1392 shall be excluded from written evaluations.

1393 If an evaluation shows that a unit member's work does not meet District standards
1394 of performance, the designated management person shall include specific written
1395 recommendation(s) for improvement. The designated management person shall assist the
1396 unit member in carrying out these recommendations. Unit members that receive an
1397 unsatisfactory evaluation will be re-evaluated three (3) to four (4) months later. A second
1398 unsatisfactory evaluation may be grounds for dismissal.

1399 The unit member shall be given the opportunity to prepare a written response to
1400 any evaluation and this response shall be attached to the evaluation prior to placement in
1401 the unit member's personnel file.

1402 A copy of the evaluation shall be maintained in the confidential personnel file of
1403 the unit member.

1404 12.4 Personnel Files — The personnel file of each unit member shall be maintained at the
1405 District's central administration office.

1406 All personnel files shall be considered confidential and access shall be limited to
1407 authorized personnel on a professional need-to-know basis. A log shall be maintained in
1408 each personnel file, which shall indicate the persons who have examined the personnel
1409 file and the date such examinations were made.

1410 The unit member may examine and/or obtain copies of any materials from the
1411 unit member's personnel file with the exception of materials which: A) were obtained
1412 prior to the employment of the unit member; B) were prepared by identifiable
1413 examination committee members; or C) were obtained in connection with a promotional
1414 examination.

1415 The unit member shall receive a copy of any materials placed in the unit
1416 member's personnel file. Within ten (10) working days of receipt of materials of a
1417 derogatory nature which are to be placed in a personnel file, the unit member shall have
1418 the right to respond thereto and to have his/her written comments attached to such
1419 materials, A unit member shall be entitled to review and/ or write a response to
1420 derogatory materials during normal working hours and without loss of pay.

1421 Any person who places written materials or drafts written materials for placement
1422 in a unit member's file shall sign and date the materials.

1423 Upon authorization by the unit member, CSEA representatives shall be able to
1424 review the unit member's file.

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ARTICLE XIII - COMPENSATION AND BENEFITS

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13.1 Professional Growth Requirements

- 13.1.1 Increments can be earned to a maximum of six (6) 9-unit increments for a total of fifty-four (54) units.
- 13.1.2 An increment can be awarded for each completed nine (9) units of approved study. One (1) year must elapse before the employee is eligible for the next increment, during which time the employee may complete an additional nine (9) units.
- 13.1.3 Credit will not be given for courses taken while an employee is on paid leave from the District, for courses taken while the employee is on release time (except for 10-month employees who take courses during the summer), or for courses for which the District pays any of the employee's expenses. Increments may be earned by completing the following or a combination of the following:
 - Nine (9) units of work in Junior College, University, or State College; Nine (9) units of work in adult education; Nine (9) units of work in in-service training program *The District will make an attempt to provide up to 6 hours of training on non-paid staff development days for unit members. Attendance at a conference/workshop which is directly related to the employee's job classification approved in advance by the Superintendent or designee.*
- 13.1.4 Professional Growth increments may be earned by employees who work ten (10) or twelve (12) months each year for a minimum of four (4) hours per day. An employee whose assignment experiences a reduction in hours to less than four (4) hours per day shall not lose the credit increment.
- 13.1.5 Payment shall be made on a lump sum basis on October 10 of each year the employee is eligible for a career increment and will be continuous as long as the employee is employed by the District. Professional Growth Pay increments shall be increased along with any increase in compensation.

Professional Growth Pay: to be increased by 10%

9 units	\$180
18 units	\$360
27 units	\$540
36 units	\$720
45 units	\$900
54 units	\$1,080

- 13.1.6 The following stipends will be given to those employees that have:
 - Associate Arts and/or Science Degree \$1,100
 - Bachelor of Arts and/or Science Degree \$1,600
 - Masters of Arts and/or Science Degree \$2,000

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13.2 Unit Evaluation Requirements

- 13.2.1 Of the initial nine (9) units for a professional growth increment, six (6) units must relate directly to the employee's specific classification or area of employment in the District, or all nine (9) units may be in the area of their classification. After the initial qualification increment is earned, professional growth choices may be taken in the following qualification quantity: Five (5) from employee's specific and four (4) from another classification list; or any combination of general education classes, on an approved list.
- 13.2.2 Credit may be granted only for courses completed after July 1, 1973, or the date of beginning employment with the District, whichever is later. A passing grade is required for credit to be granted.
- 13.2.3 One (1) unit (or one semester) normally represents one (1) hour per week during one (1) semester in lecture or recitation work with necessary preparation time, or three (3) hours per week in laboratory or other work not requiring homework or other preparation.
- 13.2.4 Credit for classes in adult education and attendance at conference/workshops paid by employees will be equated as follows:

<u>Total Hours in Adult Education</u>	<u>Absences Permitted</u>	<u>Professional Growth Units Granted</u>
10 — 15 hours	None	½
16 — 20 hours	1	1
21 — 30 hours	1	1-1/2
31 — 40 hours	2	2
41 — 50 hours	2	2-1/2
51 hours or more	2	3

- It shall be the responsibility of the employee to furnish proof to the District Personnel Office of his/her attendance to the conference/ workshop.
- 13.2.5 No credit will be given when an employee exceeds permitted absences unless course work and time is made up and verified by the instructor.
- 13.2.6 It is the responsibility of the Classified employee to apply for Professional Growth Credit and verify completion of course work with the District Personnel Office upon completion of each course.
- 13.2.7 All professional growth candidates taking courses in adult education must obtain a satisfactory grade and follow the attendance schedule as noted in Section 13.2.4 in order to receive full credit for the course. The Superintendent or designee may grant lesser amount of credit in a case that has more than the permitted number of absences.
- 13.2.8 Courses taken as Trade Extension Classes for individuals may be taken for credit when the course is directly related to the individual's area of employment. No credit for classes held during the working day will be credited if the employee is being paid for other services at the same time without the prior approval of the Superintendent or designee.
- 13.2.9 An official transcript, verified grade card, or instructor's signed statement covering work completed must be filed with the District Personnel office no

1520 later than September 1 each year. If an instructor's signature is offered in lieu of
1521 a transcript, a transcript must be submitted within thirty (30) calendar days. Any
1522 dispute involving professional growth shall be submitted to a professional
1523 growth committee for recommended resolution. The committee shall be
1524 comprised of three (3) members from SEA (Chapter President plus two) and
1525 three (3) members from the District (Personnel Officer plus two).
1526
1527

1528 13.3 Compensation

1529 13.3.1 The salary schedule shall be as set forth in Appendix B, effective July 1, for
1530 twelve (12)-month employees, August 1, for eleven (11)-month employees, and
1531 the first day of school, for 10-month employees.

1532 13.3.1.1 Effective July 1, 2018, the 2017-2018 salary schedule shall be
1533 increased by three percent (3%). Retroactive pay will be on base
1534 salary and will not include compensation earned as overtime or
1535 hourly work.

1536 13.3.1.2 Effective July 1, 2018, the District shall add a seven (7th) step
1537

1538 13.3.2 The Classified Salary Schedule shall include all classifications listed in
1539 Appendix A.

1540 For those positions listed below, an additional full range will be added if the
1541 bargaining unit member is proficient in Spanish or other language:

1542 Administrative Assistant Administrative Secretary

1543 Administrative Secretary SELPA

1544 Campus Supervisor

1545 Clerk Typist

1546 Community Liaison Specialist

1547 Community Liaison Specialist II

1548 Family Case Manager Health Clerk

1549 Food Service Workers

1550 Health Clerk

1551 *Instructional Aides NCLB Bilingual*

1552 MPAS Site Supervisor

1553 MPAS Lead Instructor

1554 School Secretary

1555 School Secretary Assistant Receptionist Clerk

1556 School Community Assistant

1557 The intent of this provision is to compensate bargaining unit members who
1558 utilize their bilingual skills to communicate regularly with the community
1559 during their working hours. The bargaining unit member shall submit a request
1560 in writing to the Human Resources Department to be considered for the
1561 bilingual range. The bargaining unit member shall demonstrate proficiency as
1562 determined by the District. Bargaining unit members employed by the District
1563 before July 1, 2013 in the above classifications, shall be deemed proficient.

1564 The salary range increase is applicable to the above classifications as referenced
1565 in Appendix A.

- 1566 13.3.3 The amounts indicated on the Classified Salary Schedule express rates of pay
1567 for full-time employees in dollars per calendar month. The equivalent hourly
1568 rate of pay is computed by dividing each monthly of pay by the factor 173.33
1569 and dropping all figures past the second decimal. The range numbers are
1570 indicative of the salary ranges assigned each class. Each range includes the rates
1571 of pay to the right of the range number.
- 1572 13.3.4 Each classified employee shall be paid within the Classified Salary Schedule
1573 according to the range for his/her class and the step for which he/ she qualified.
- 1574 13.3.5 Step One in each range is the minimum rate of pay for the range and is the rate
1575 of pay for probationary employees of a class who have not been granted credit
1576 for experience. It is the normal hiring rate for the class.
- 1577 13.3.6 Step One in each range is the minimum rate of pay for permanent employees
1578 whose class is in that salary range.
- 1579 13.3.7 The salary of Step Two may be paid for service in the fiscal year following
1580 completion of six (6) calendar months of service or the completion of Step One,
1581 and the recommendation of the District Superintendent that the employee has
1582 successfully completed the probationary period and is eligible for advancement
1583 has his/her anniversary date changed to the first of the month the employee is
1584 advanced to Step Two.
- 1585 13.3.8 The salary schedule of the Classified staff shall contain seven (7) experience
1586 steps.
- 1587 13.3.8.1 Each employee shall be placed in the appropriate classification at the
1588 time of employment.
- 1589 13.3.8.2 The step or allowable experience shall be determined by the
1590 Superintendent or designee at the initial employment.
- 1591 13.3.9 Credit for Experience: In setting the salaries of Classified employees at the time
1592 of initial appointment, credit for experience may be given to the extent of
1593 placing the employee up to Step Seven (7) of the salary range for that class upon
1594 recommendation of the Superintendent or designee. The one exception to this
1595 rule shall be for employees returning to the District in a comparable position of
1596 employment held during initial employment. The returning employee may be
1597 granted previous credit within the District for placement on the salary schedule
1598 and may receive one additional year's credit of comparable experience from
1599 outside the District upon recommendation from the Superintendent or designee.
- 1600 13.3.10 Each employee shall advance one step on the salary schedule upon their
1601 anniversary date.
- 1602 13.3.11 An employee hired after November 1, 1977, between the first (1st) and the
1603 fifteenth (15th) of the month, shall have an anniversary date of the first of the
1604 same month. An employee employed between the sixteenth (16th) and thirty-
1605 first (31st) of the month shall have an anniversary date on the first of the next
1606 month. An employee hired prior to November 1, 1977 shall maintain their
1607 anniversary date and have experience increments effective the first of the same
1608 month.
- 1609 13.3.12 Salary adjustments shall be made effective on the first of the month following
1610 approval of the adjustment.
- 1611 13.3.13 Upon promotion, the salary shall be adjusted to the appropriate step upon the
1612 new range, based upon provisions in Article X on Promotion.

- 1613 13.3.14 Upon demotion, the salary of the employee shall be adjusted to the range and
1614 step designated by the Governing Board in the demotion action.
- 1615 13.3.15 Part-time employees whose days of service are independent of the days school is
1616 in session shall be paid a monthly salary that bears the same ratio to the salary of
1617 full-time employees as their hours of service bear to the hours of service of full-
1618 time employees. Part-time employees whose days of service are dependent upon
1619 the days school is in session shall be paid on an hourly basis.
- 1620 13.3.16 Longer Year: Employees shall receive their per diem rate of pay for working
1621 four (4) more days. Twelve (12) month employees shall have this amount
1622 factored into the salary schedule.
- 1623 13.3.17 Out-of-Class Pay: An employee shall not normally be required to perform duties
1624 not a part of his/her classification. An employee assigned to work out of
1625 classification for a period exceeding five (5) working days within a fifteen (15)-
1626 day calendar period shall be compensated for the entire period at a higher rate of
1627 pay.
- 1628 13.3.17.1 In no event shall an employee working out of classification receive
1629 less than five percent (5%) above his/her regular rate of pay.
- 1630 13.3.17.2 If a retroactive salary increase is implemented while an employee is
1631 working out of classification, the minimum five percent (5%)
1632 adjustment shall be based upon the increased regular rate of pay for
1633 the employee's regular position.
- 1634 13.3.17.3 All hours worked out of classification shall, in addition to salary
1635 entitlement pursuant to 13.3.18 above, apply towards accrual of
1636 leave benefits under the terms of this Agreement.
- 1637 13.3.18 Classroom Responsibility: Classified personnel shall not be required to
1638 maintain a class except as provided in this Section. Instructional Aides shall
1639 assist classroom teachers and other Certificated personnel in the performance of
1640 their duties and in the supervision of pupils and in instructional tasks which, in
1641 the judgment of the Certificated personnel to whom the Instructional Aide is
1642 assigned, may be performed by a person not licensed as a classroom teacher. An
1643 Instructional Aide need not perform such duties in the physical presence of the
1644 teacher, but the teacher shall retain his/her responsibility for the instruction and
1645 supervision of the pupils in his/her charge.
- 1646 13.3.19 ADA (Americans with Disabilities Act) Job Descriptions: All approved job
1647 descriptions shall conform to ADA (Americans with Disabilities Act) job
1648 descriptions commencing with the 1997/98 school year.
- 1649 13.3.20 Effective 2014-2015, the Health Clerk classification at Valle Vista, Robert
1650 Sanders, August Boeger and Mt Pleasant shall increase from four (4) hours to
1651 five (5) hours per day.
- 1652 13.4 Benefits
- 1653 13.4.1 The District will contribute a set dollar amount per month to each full-time unit
1654 member for payment of fringe benefit premiums as set forth in Appendix C. The
1655 benefit specifications and carriers will be those set forth in Appendix C.
- 1656 13.4.2 The District shall provide payroll deductions for those bargaining unit members
1657 who wish to provide additional coverage to that provided in Section 13.4.1.
- 1658 13.4.3 Retired members will have the option of participating in group plan(s) by paying
1659 premiums through the Business Office.

1660 13.4.4 Retirement Incentive Program: If a member of the Classified bargaining unit
1661 chooses to retire early, the District will contribute to payment of premiums for
1662 all health and welfare benefits for the participating unit member on the same
1663 basis as for regular, full-time unit members until the employee secures
1664 employment elsewhere where insurance is paid or upon death of the employee.
1665 If the District sponsors more than one group hospital and medical component
1666 plan, the employee may choose the plan under which he wishes coverage. To
1667 qualify for this early retirement incentive plan, the following criteria must be
1668 met.

1669 The employee:

- 1670 1) Must have reached the age of 50.
- 1671 2) Must be at least on Step F of the Classified Salary Schedule
1672 and have fifteen (15) years in the District.
- 1673 3) Must have retired from the Mount Pleasant School District
1674 and be a participant in the Public Employee Retirement
1675 System.
- 1676 4) Must have been enrolled in the District Group Health and
1677 Medical Plan for the year prior to retirement.

1678 The premium that the District will pay is based upon a full-time assignment.
1679 Employees working less than a full-time assignment will receive the appropriate
1680 pro-rated percent of the premium paid by the District. The pro-rated percentage
1681 of the premium paid by the District at the time of retirement shall remain
1682 constant thereafter until the employee secures employment elsewhere where the
1683 insurance is paid or upon the death of the employee. The District shall continue
1684 to pay for only the coverage the employee had in the year prior to retirement.
1685

1686 13.4.5 Public Employee Retirement System: PERS Buy-Out to read:

1687 13.4.5.1 All employees hired between the 1997/98 school year and June 30,
1688 2004 school year shall receive the District health and welfare
1689 benefits, at the appropriate District contribution level, paid to the
1690 employee during the year in which the employee retires, up to the
1691 age of 65.

1692 13.4.5.2 Eligible employees hired on or after July 1, 2004, will receive
1693 District health and welfare benefits, at the appropriate District
1694 contribution level, until retirement from the District. Upon
1695 retirement of any employee hired on or after July 1, 2004, said
1696 employee may elect to continue to participate in the District group
1697 benefit plans and programs, if any, at their own cost and expense
1698 from the date of their district retirement to the age of 65, subject to
1699 the rules, regulations, procedures and policies of the respective
1700 insurance plans/companies, including but not limited to open
1701 enrollment periods prescribed by such insurance plans/companies.
1702

1703
1704 13.4.5.3 Employees hired before January 1, 2013 (Classic)
1705

1706 Employees hired before January 1, 2013, the District's CalPERS
1707 contribution of seven percent (7%) for employees' share of
1708 CALPERS shall remain status quo.

1709
1710 Employees hired on or after January 1, 2013 (New—Post PEPR)

1711
1712 Beginning July 1, 2016, bargaining unit employees' hired on or after
1713 January 1, 2013, the District shall no longer pay the members' share
1714 of the monthly CalPERS contribution. CSEA proposes an increase
1715 of 6.3% on the 2015-16 salary schedule for this group of employees
1716 only.

1717
1718 13.5 For the term of the contract, longevity increments shall be increased
1719 by any on-going salary schedule increase and on the same effective
1720 date.

1721 13.4.5.4 In the event an employee is promoted, the District-paid employee
1722 contributions to PERS shall be adjusted upward in accordance with
1723 the employee's new monthly salary. In the event of an increase in
1724 regular assigned hours worked, the District-paid employee
1725 contributions shall likewise be adjusted.

1726 13.4.5.5 In any month in which an employee does not earn full salary or
1727 wages, and the amount owed PERS is less than the District-paid
1728 employee contribution as specified above, the amount paid by the
1729 District shall be the full amount owed by the employee for that
1730 month.

1731 13.4.5.6 The District will pay PERS contribution for all eligible employees
1732 equal to seven percent (7%), the current rate for 1986/87.

1733 13.4.5.7 Bargaining unit members who work less than four (4) hours per day
1734 who are not eligible for PERS shall receive for the term of this
1735 Agreement a stipend equivalent to seven percent (7%) of their
1736 regular salary.

1737 13.4.5.8 Any increase in the employer's PERS contribution (including
1738 employer's payment of the employee's contribution) shall be paid for
1739 out of the total salary increase.

1740 13.4.6 Unused Sick Leave As an incentive, employees may equate every 10
1741 unused sick days at retirement date to one day earned vacation (pro-
1742 rated to FTE). This amount is to be paid after their retirement date.
1743 This provision does not apply to those employees who plan to use
1744 their accumulated sick days toward their years of service with PERS.

1745 13.5 Longevity

1746 A non-cumulative longevity increment over and above any increases or benefits already
1747 scheduled is to be added to the salary of all employees in the same ratio as their hours of
1748 service bear to the hours of service of a full-time employee. Longevity increments shall
1749 be increased by any ongoing salary schedule increase and on the same effective date.
1750 Effective July 1, 2018, the longevity increments shall be increased four (4) percent.

- 1751 1) After completion of six (6) years of service —
1752 17-18 Longevity shall be \$ 523 per year.

- 1753 2) After completion of nine (9) years of service —
 1754 17-18 Longevity shall be \$ 879 per year.
 1755 3) After completion of twelve (12) years of service
 1756 17-18 Longevity shall be \$ 1,403 per year.
 1757 4) After completion of fifteen (15) years of service —
 1758 17-18 Longevity shall be \$ 1,980 per year.
 1759 5) After completion of eighteen (18) years of service
 1760 17-18 Longevity shall be \$ 2,502 per year.
 1761

1762 13.6 Reclassification

1763 13.6.1 The parties agree that changing conditions may warrant reclassification of
 1764 positions and/or classes a part of the bargaining unit. It is also recognized that
 1765 both the employer and the Association have vested interests in such
 1766 reclassifications. The purpose of this Article is to facilitate necessary
 1767 reclassifications and to provide an orderly process for affecting same.

1768 13.6.2 Reclassification means the re-defining of a position to account for changes in
 1769 technology, duties, or work that may alter the nature of the job.

1770 13.6.3 Procedures: When either party seeks to effect a reclassification, the District/
 1771 Association shall submit to the other party the following data:

- 1772 a) The class or position to be reclassified.
- 1773 b) The existing job description and salary placement.
- 1774 c) The proposed job description and salary placement.
- 1775 d) Employees affected by the proposal and the proposed disposition of
 1776 same.
- 1777 e) The basis for the reclassification.

1778 13.6.4 The other party shall have fifteen (15) working days from date of receipt of the
 1779 reclassification proposal to respond.

1780 It may:

- 1781 a) Advise that it approves the proposal.
- 1782 b) Not respond.
- 1783 c) Call for a negotiating session.

1784 13.6.5 In the event the Association does not respond to an employer-initiated proposal,
 1785 the employer shall be free to implement its proposal. In the event the employer
 1786 does not respond to an Association-initiated proposal, the Association shall be
 1787 free to exercise its rights under 6.6.

1788 13.6.6 If either party does not agree to the proposal within fifteen (15) working days of
 1789 the first negotiating session, no action shall be taken. However, either party shall
 1790 have the right to re-initiate the rejected proposal in future negotiations on a
 1791 successor collective bargaining agreement.

1792 13.6.7 The parties agree to reopen negotiations over the effects, if any, of a final
 1793 judicial determination of the legality of AB 702 and the allocation of PERS
 1794 funds.

1795 13.6.8 The parties agree to implement an IRC Section 125 Plan, the terms and
 1796 conditions of which shall be subject to the mutual agreement of the parties.

1797 13.6.9 The District will share with the Association the same information relative to
 1798 Health and Welfare benefits as provided to the Certificated unit regarding any

1799 changes in levels or carriers which may result. This is not intended to alter the
1800 District's obligation to negotiate matters within the scope of representation.
1801 13.6.10 CSEA and the District shall each select two (2) representatives to discuss and
1802 explore the feasibility of implementing the Classified "Golden Handshake"
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ARTICLE XIV – SAVINGS

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14.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed valid and subsisting to the extent permitted by law, but all other provisions will continue in full force and effect. If an Article of this Agreement is held contrary to law, then within sixty (60) days the parties hereto agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for the Article ruled contrary to law.

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ARTICLE XV - SUPPORT OF AGREEMENT

15.1 The District and CSEA agree to support this Agreement for its terms and will not appear before the Board of Trustees in order to seek change or improvement in any manner subject to the Meet and Negotiate process except as by mutual agreement of the District and CSEA.

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ARTICLE XVI - EFFECT OF AGREEMENT

16.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State laws to the extent permitted by State law.

ARTICLE XVII - COMPLETION OF MEET AND NEGOTIATE

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17.1 During the term of this Agreement, CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Nothing herein shall preclude the parties from mutually agreeing to negotiate on any Article or Articles of this Agreement at any time during the term of this Agreement.

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ARTICLE XVIII – LAYOFFS

1845 18.1 Definitions

1846 18.1.1 A layoff is a separation from service with the District *for lack of work or lack of*
1847 *funds* and shall be accomplished under the provisions of this Article.

1848 18.1.2 A reduction in hours may include reductions in unit members' workday or work
1849 year. The decision and effects of any reduction shall be negotiable with CSEA,
1850 provided that:

1851 18.1.2.1 The parties will agree to a joint declaration of impasse if such
1852 negotiations have not resulted in a tentative agreement within forty
1853 five (45) calendar days of the first negotiations session. At the first
1854 negotiations meeting, the parties will schedule three (3) additional
1855 meetings to occur within the forty five (45)-day period.

1856 18.1.2.2 Simultaneously with the declaration of impasse, the District may
1857 pass a resolution to reduce hours which is subject to final
1858 agreement with CSEA. The District may also send reduction
1859 notices to affected employees. Such reductions shall also be
1860 subject to ratification by the parties. The reduction may be
1861 implemented after the forty five (45)-day days' notice period (if
1862 settlement/ratification has occurred), or upon ratification by the
1863 parties (if after the 45-day notice period).

1864 *18.1.3 Reemployment is the return to paid status of an employee who has been subjected*
1865 *to layoff, or restoration of hours lost due to layoff.*

1866 18.2 Seniority.

1867 18.2.1 Whenever a Classified employee is laid off, the order of layoff within the class
1868 shall be determined by length of service. The employee who has been employed the
1869 shortest time in the class, plus higher classes, shall be laid off first. Re-employment shall
1870 be in the reverse order of layoff.

1871 18.2.2 For the purposes of this Section, for service commencing or continuing after July
1872 1, 1971, "length of service" means all hours in paid status, whether during the school
1873 year, a holiday, recess, or during any period that a school is in session or closed, but does
1874 not include any hours compensated solely on an overtime basis.

1875 18.2.3 For the purposes of computing total number of hours in a paid status for those
1876 persons employed prior to July 1, 1971, all employees shall be considered to have worked
1877 eight (8) hours per day, five (5) days per week, regardless of actual hours worked up to
1878 and including June 30, 1971, and shall be added to actual hours in paid regular status
1879 commencing or continuing after July 1, 1971.

1880 18.2.4 Nothing contained in this Section shall preclude the granting of "length of
1881 service" credit for the time spent on military leave of absence, unpaid illness leave, or
1882 unpaid industrial accident leave.

1883 18.2.5 "Hours in a paid status" shall not be interpreted to mean any service performed
1884 prior to entering into probationary or permanent status in the classified service of the
1885 District except service in restricted positions.

1886 18.2.6 *If two or more employees subject to layoff have equal seniority, the order of layoff*
1887 *shall be determined by lot.*

1888 18.3 Application of Layoff

1889 18.3.1 When, as a result of the expiration of a specially funded program, unit positions
1890 must be eliminated at the end of any school year, and unit employees will be subject to
1891 layoff for lack of funds, the employees to be laid off at the end of such a school year shall
1892 be given written notice on or before *April 29* informing them of their layoff effective at
1893 the end of such school year and of their displacement rights, if any, and re-employment
1894 rights. However, if the termination date of any specially funded program is other than
1895 June 30, such notice shall be given not less than *sixty (60)* days prior to the effective date
1896 of their layoff.

1897 18.3.2 When, as a result of bona fide reduction or elimination of the service being
1898 performed by any department, unit employees shall be subject to layoff for lack of work,
1899 affected employees shall be given notice of layoff not less than *sixty (60)* days prior to the
1900 effective date of layoff, informing them of the effective date of the layoff, their
1901 displacement rights, if any, and reemployment rights.

1902 18.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of
1903 an actual and existing financial liability to pay salaries of unit employees, not layoff for
1904 lack of work resulting from causes not foreseeable or preventable by the Governing
1905 Board, without *providing* the notice required.

18.4 Reemployment Rights

1907 18.4.1 Unit members laid off because of lack of work or lack of funds are eligible for re-
1908 employment for a period of thirty-nine (39) months *as follows*:

1909 18.4.1.1 *The unit member* shall be reemployed in preference to any new
1910 applicants.

1911 18.4.1.2 *The laid off unit member shall* have the right to participate in
1912 promotional examinations within the District during the period of thirty-nine (39)
1913 months.

1914 18.1.3 *If the unit member is reemployed in a new position and fails to complete*
1915 *the probationary period in the new position, he or she shall be returned to the*
1916 *reemployment list for the remainder of the thirty-nine (39) month period. The*
1917 *remaining time period shall be calculated as the time remaining in the thirty-nine*
1918 *(39) month period as of the date of reemployment.*

1919 18.4.2 Unit members who take voluntary demotions or voluntary reductions in assigned
1920 time in lieu of layoff or to remain in their present positions rather than be reclassified or
1921 reassigned, shall be granted the same rights as persons laid off and shall retain eligibility
1922 to be considered for re-employment for an additional period of up to twenty-four (24)
1923 months; provided that the same tests of fitness under which they qualified for
1924 appointments to the class still apply.

1925 18.4.3 The District shall strive to re-employ a laid off employee to a position with equal
1926 hours to the position held by the employee at the time of layoff.

1927 18.4.4 Any permanent Classified unit member of the District who voluntarily resigns
1928 from his/her permanent Classified position may be reinstated or re-employed by the
1929 Governing Board of the District within thirty-nine (39) months after his/her last day of
1930 paid service and without further competitive examination to a position in his/her former
1931 classification as a permanent or limited term employee, or as lower class in which the
1932 employee formerly had permanent status.

1933
1934 18.4.5 If the Governing Board elects to reinstate or re-employ a person as a permanent
1935 employee under the provisions of this Section, it shall disregard the break in service of

1936 the employee and classify him/her as, and restore to him/her all of the rights, benefits and
1937 burdens of a permanent employee in the class to which he/she is reinstated or re-
1938 employed.
1939 185 This procedure, but not the existence of a lack of work or lack of funds, shall be subject
1940 to the grievance process of Article VI, provided that such review shall be advisory only to
1941 the Board of Trustees. Further, if a grievance is filed hereunder claiming a violation of
1942 this procedure, the Association agrees that the District may proceed with the layoff or
1943 recall without starting the procedure subject to subsequent review of the issue by the
1944 arbitrator.
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ARTICLE XIX - CONCERTED ACTIVITIES

- 19.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District shall not engage in a lockout.
- 19.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 19.3 It is agreed and understood that any employee violating this Article XIX may be subject to discipline. It is understood that in the event this Article XIX is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or CSEA.

ARTICLE XX – DISCIPLINE

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20.1 Disciplinary Action

20.1.1 The District's intent regarding disciplinary matters is to utilize progressive steps.

Such progressive steps may include the following:

- 1) Verbal reprimand.
- 2) Written reprimand with a copy to the employees personnel file.

20.1.2 The following actions may be taken for disciplinary reasons by the District against a permanent employee for the causes listed in Section II. CAUSE:

- 1) Dismissal— Dismissal is removal from the employment of the District.
- 2) Suspension— Suspension is temporary removal from the employment of the District for a specified period of time *and without pay*.
- 3) Involuntary Reassignment— Involuntary reassignment is a change of assignment whereby an employee is deprived of an incidence of classification.
- 4) Involuntary Demotion — Involuntary demotion is placement in a lower classification.

20.2 Cause

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

- 1) Neglect of duty
- 2) Inefficiency
- 3) Incompetency
- 4) Violation of rules and regulations of the Board of Trustees and the State Board of Education and violation of the Education Code and other applicable laws
- 5) Insubordination
- 6) Dishonesty
- 7) Drinking which directly or indirectly has an adverse effect on the District
- 8) Consumption of alcoholic beverages on the job or reporting to work under the influence of alcoholic beverages
- 9) Immoral conduct
- 10) Illegal use of narcotics, which directly or indirectly has an adverse effect upon the District
- 11) Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter Part 1.5, Division 6 of the Health and Welfare Code
- 12) Repeated, unexcused tardiness
- 13) Repeated, unexcused failure to report to work as assigned
- 14) Excessive absence, which is detrimental to the District
- 15) Inability to work harmoniously with others to such a degree that District functioning is disrupted
- 16) Failure to maintain such conditions and standards required by the District job description
- 17) Damage to public property

- 2013 18) Disorderly conduct
- 2014 19) Evident unfitness for service
- 2015 20) Failure to maintain licenses or certificates required by law for the job
- 2016 21) Failure to adequately perform bona fide requirements of the position held
- 2017 22) Physical and/or mental inability to perform assigned duties
- 2018 23) Engaging in political activity during assigned hours of work
- 2019 24) Conviction of a felony or any crime involving moral turpitude
- 2020 25) Falsifying relevant information on application forms and other District records
- 2021
- 2022 26) Reckless driving
- 2023 27) Unauthorized leave of absence
- 2024

2025 20.3 Dismissal Procedure

2026 20.3.1 An employee who is to have disciplinary action taken against him/her shall be
 2027 informed in writing of the following:

2028 20.3.1.1 Statement of Charges — A statement of the specific charges
 2029 against the employee shall be written on ordinary and concise language of
 2030 the specific acts and omissions on which the disciplinary action is based
 2031 and shall include the cause and any rules and regulations which have been
 2032 violated. No charge, however, shall be made for a cause which occurred
 2033 prior to the employee becoming permanent nor more than two (2) years
 2034 from the filing of this Statement of Charges, unless such cause was
 2035 concealed or not disclosed by such employee when it could be reasonably
 2036 assumed that the employee should have disclosed the facts to the District.
 2037 The Statement of Charges shall be served in person or by registered or
 2038 certified mail to the employee.

2039 20.3.1.2 Right to a Hearing — The Statement of Charges shall notify the
 2040 employee of his/her right to a hearing before the Governing Board or its
 2041 designee, as proved in this Article. The employee may request a hearing in
 2042 writing within ten (10) calendar days after service of the Statement of
 2043 Charges. A card shall be provided to the employee with the Statement of
 2044 Charges, the signing of which shall constitute a demand for a hearing and
 2045 denial of all charges. Failure to request a hearing within the ten (10)
 2046 calendar days shall be deemed to be a waiver of the right to the hearing.

2047 20.3.1.3 Access to Material — The employee *shall*, upon request, *be*
 2048 *provided* copies of the material upon which the charges are based.

2049 20.3.1.4 Immediate Suspension —

2050 a) An employee may be immediately suspended without pay
 2051 or immediately demoted pending a hearing for causes listed in 20.2 or
 2052 under other circumstances in which it would be seriously detrimental to
 2053 the welfare of the District and the pupils therein.

2054 b) An employee may be immediately suspended with pay
 2055 pending a hearing for any cause listed in 20.2, CAUSE.

2056 c) An employee immediately suspended pursuant to (b) above
 2057 shall continue to be paid his/her regular salary during the period of
 2058 his/her suspension if he/ she furnishes to the School District a
 2059 suitable bond. - If the employee is acquitted or the charges are

2060 dismissed, the School District shall reimburse the employee the
2061 cost of the bond.

2062 d) The employee shall be given written notice of the demotion
2063 or suspension without pay and the charges upon which this action
2064 is based and his/ her right to respond to those charges.

2065 e) The employee shall be given notice of the immediate
2066 demotion or suspension sufficiently in advance of the action to
2067 review the charges and to frame a response.

2068 f) The demotion or suspension action should be discussed
2069 prior to its occurrence at a conference with the Superintendent or
2070 designee, during which time the employee shall have the right to
2071 present any rebutting evidence.

2072 20.3.1.5 Interim Suspension — Nothing in this Section shall be construed to
2073 prohibit an immediate interim suspension prior to notice and a
2074 conference where an immediate suspension is required to protect
2075 lives or property, provided that

2076 a) The suspended employee is given written notice in person
2077 or by deposit in U.S. Certified Mail of the charges upon which the
2078 suspension was based within one (1) working day after suspension.

2079 b) The employee is notified of his/her right to file a written
2080 response or to have a conference with the appropriate
2081 administrator.

2082 c) A reasonable opportunity is afforded the employee for a
2083 conference within ten (10) days from the date of suspension.

2084 20.3.1.6 Any employee charged with the commission of any sex offense as
2085 defined in Education Code Section 44010 or any narcotics offense
2086 as defined in Section 44011 of the Education Code by complaint,
2087 information or indictment filed in a court of competent jurisdiction,
2088 may be suspended as provided for in Section 45304 of the
2089 Education Code.

2090 20.4 Hearing

2091 20.4.1 The hearing shall be held within a reasonable period of time, but not less
2092 than ten (10) calendar days after the filing of a request for a hearing.

2093 20.4.2 If the employee does not request a hearing by the set date, disciplinary
2094 action may be taken without a hearing.

2095 20.4.3 The employee may be represented at the hearing by a representative of his
2096 or her choice. If the representative or any witnesses required are
2097 employees of the District, they shall be released from duty to testify or
2098 represent with no loss of pay or benefits.

2099 20.4.4 The hearing shall be conducted before the Board of Education or before its
2100 designee.

2101

2102 20.4.4.1 Hearing Before Board of Education

2103 a) The Board President shall be the presiding officer
2104 over the hearing unless the seat is relinquished to another member
2105 of the Board who is better qualified to preside as Hearing Officer.

- 2106 b) Once the hearing has been called to order, only those Board
2107 members who are present for the entire hearing may deliberate on
2108 and vote on a verdict.
- 2109 c) Either party may elect to have the proceedings tape
2110 recorded or transcribed by a court reporter. If a court reporter is
2111 used, the parties shall bear the costs equally. The party requesting
2112 the tape recordings shall be responsible for taping the proceedings
2113 and shall supply a copy of such to the opposite party at a
2114 reasonable cost. In any event, neither party shall be held
2115 responsible for the audibility, legibility, or accuracy of the record.
- 2116 d) The District shall have the responsibility of proceeding first
2117 in calling of witnesses and presenting evidence. CSEA or the
2118 employee may then present their defense and present witnesses and
2119 evidence. Either party has the right to cross-examine opposing
2120 witnesses. All witnesses shall be sworn under oath.
- 2121 e) No administrative personnel or their representatives may
2122 meet with the Board prior to the hearing to discuss the substance of
2123 the charges or present documentation of the charges, nor may they
2124 participate in deliberations of the Board.
- 2125 f) The Board shall have ten (10) days following the close of
2126 the hearing to render a decision.

20.4.4.2 Hearing Before Designee

- 2128 a) A dismissal hearing shall be delegated to a Hearing Officer
2129 *mutually agreed to by the parties. If the parties are not able to*
2130 *agree to a hearing officer, they shall request a list of five (5)*
2131 *potential hearing officers from State Mediation and Conciliation*
2132 *Services and thereafter alternatively strike the names of the*
2133 *hearing officers until one remains who will be assigned to hear the*
2134 *dismissal.*
- 2135 b) A suspension, involuntary reassignment or demotion
2136 hearing may be delegated to the Superintendent or designee.
- 2137 c) The designee shall submit a written recommended decision
2138 to the Board of Education, which shall include proposed findings
2139 of fact and determinations of issues. A copy of the
2140 recommended decision shall be sent to the employee.
- 2141 d) The employee may request, orally or in writing, an appeal
2142 from the decision of the Superintendent or designee to the Board of
2143 Education. A request for appeal shall present reasons for the appeal
2144 and, if written, shall be received by the District within ten (10)
2145 days of the employee's receipt of the designee's decision.
- 2146 e) Prior to making a final decision on adoption of
2147 recommended disciplinary actions, the Board shall, in its
2148 discretion, decide whether to grant an appeal as provided in
2149 Section 4 above; such decision to be final. If the disciplinary action
2150 is a dismissal pursuant to Section 1 above, the Board shall, prior to
2151 making a final decision, afford the employee the opportunity to

2152 present arguments to it on the sufficiency of cause for disciplinary
2153 action.

2154 f) The Board of Education may accept, reject, or modify the
2155 recommended decision. Should the Board reject or modify the
2156 recommended decision, it shall first review the record of the
2157 hearing. Any modified decision shall include findings of fact and
2158 determination of issues by the Board of Education.

2159 g) The Board of Education's determination of the sufficiency
2160 of the cause for disciplinary action shall be conclusive.

2161
2162 20.5 Results of the Hearing

2163 A written decision shall be sent to the employee, including the findings of fact and
2164 determination of issues. Alleged violations of this Article shall not be subject to the
2165 grievance procedure.

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ARTICLE XXI - TERM

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21.1 This Agreement shall be effective *July 1, 2016 through June 30, 2019. The parties agree to reopen on wages and benefits and on two (2) articles by each party during each of the last two years of this agreement (2017-18 and 2018-19).*

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SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day indicated below.

Lead Negotiator
CSEA # 463

Lead Negotiator
MPESD

DATED: _____

DATED: _____

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**MT. PLEASANT SCHOOL DISTRICT
APPENDIX A**

<u>Classification</u>	<u>Range</u>
Account Clerk	26
Account Clerk, Senior	31a
Account Technician	32a
Administrative Assistant	29
Administrative Assistant Bilingual	30
Administrative Secretary	28
Administrative Secretary Bilingual	29
Administrative Secretary SELPA	31a
Administrative Secretary SELPA - Bilingual	32a
After School Program Site Supervisor.....	30
After School Program Site Supervisor - Bilingual	31
After School Program Lead	25
After School Program Lead - Bilingual	25a
Behavior Specialist Assistant	24
Campus Supervisor	24
Campus Supervisor - Bilingual	25
Community Liaison Specialist	24a
Community Liaison Specialist Bilingual	25a
Community Liaison Specialist II	25
Community Liaison Specialist II Bilingual	26
Computer Lab Assistant	22
Courier/Warehouse Worker	26a
Custodian/Day	25
Custodian/Night	25a
Data Information Technician	30
Delivery Driver/Warehouseman	22
Employee Attendance Clerk	20
<i>Executive Administrative Secretary – Curriculum</i>	36b
Family Case Manager	30
Family Case Manager Bilingual	31
Food Service Assistant	19a
Food Service Assistant- Bilingual	20
Food Service Worker	19a
Food Service Worker Bilingual	20
General Skilled Maintenance Worker	29a
Health Clerk	22
Health Clerk Bilingual	23
Instructional Assistant-NCLB	24
Instructional Assistant SELPA	28
<i>Instructional Assistant – NCLB Bilingual</i>	25
Intermediate Account Clerk	24a
Library Media Technician	22a

2236	Maintenance Worker	21
2237	Office Assistant	23a
2238	Office Assistant SELPA	26a
2239	Pre Kdg Instructor	29
2240	School/Community Assistant	21a
2241	School/Community Assistant Bilingual	22a
2242	School Library Technician	22
2243	School Secretary	26a
2244	School Secretary Bilingual	27a
2245	School Secretary, Assistant	23
2246	School Secretary, Assistant Bilingual	24
2247	Senior Secretary	26
2248	Traffic Supervisor	22
2249	Translator-District	26a
2250		
2251		

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APPENDIX B Salary Schedules

MT. PLEASANT SCHOOL DISTRICT 2018-19 CSEA SALARY SCHEDULE

Percent Increase from 2017-18 Salary Schedule : 3.0%

CLASSIFIED SCHEDULE

RANGE	STEP 1 HOURLY RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
17						2,649	2,776	2,831
17a						2,712	2,853	2,910
18					2,649	2,776	2,920	2,979
18a					2,712	2,853	2,990	3,050
19				2,649	2,776	2,920	3,068	3,130
19a				2,712	2,853	2,990	3,134	3,197
20			2,649	2,776	2,920	3,068	3,204	3,268
20a			2,712	2,853	2,990	3,134	3,291	3,357
21	15.28	2,649	2,776	2,920	3,068	3,204	3,386	3,454
21a	15.65	2,712	2,853	2,990	3,134	3,291	3,468	3,537
22	16.02	2,776	2,920	3,068	3,204	3,386	3,539	3,610
22a	16.46	2,853	2,990	3,134	3,291	3,468	3,633	3,706
23	16.85	2,920	3,068	3,204	3,386	3,539	3,717	3,791
23a	17.25	2,990	3,134	3,291	3,468	3,633	3,811	3,887
24	17.70	3,068	3,204	3,386	3,539	3,717	3,908	3,986
24a	18.08	3,134	3,291	3,468	3,633	3,811	4,009	4,089
25	18.48	3,204	3,386	3,539	3,717	3,908	4,102	4,185
25a	18.99	3,291	3,468	3,633	3,811	4,009	4,207	4,291
26	19.53	3,386	3,539	3,717	3,908	4,102	4,298	4,384
26a	20.00	3,467	3,633	3,811	4,009	4,207	4,417	4,505
27	20.42	3,539	3,717	3,908	4,102	4,298	4,526	4,616
27a	20.96	3,633	3,811	4,009	4,207	4,417	4,641	4,734
28	21.44	3,717	3,908	4,102	4,298	4,526	4,747	4,842
28a	21.99	3,811	4,009	4,207	4,417	4,641	4,872	4,970
29	22.55	3,908	4,102	4,298	4,526	4,747	4,985	5,085
29a	23.13	4,009	4,207	4,417	4,641	4,872	5,105	5,207
30	23.67	4,102	4,298	4,526	4,747	4,985	5,240	5,345
30a	24.27	4,207	4,417	4,641	4,872	5,105	5,368	5,475
31	24.80	4,298	4,526	4,747	4,985	5,240	5,499	5,609
31a	25.48	4,417	4,641	4,872	5,105	5,368	5,633	5,745
32	26.11	4,526	4,747	4,985	5,240	5,499	5,779	5,895
32a	26.78	4,641	4,872	5,105	5,368	5,633	5,914	6,033
33	27.39	4,747	4,985	5,240	5,499	5,779	6,061	6,182
33a	28.11	4,872	5,105	5,368	5,633	5,914	6,208	6,332
34	28.76	4,985	5,240	5,499	5,779	6,061	6,370	6,497
34a	29.45	5,105	5,368	5,633	5,914	6,208	6,522	6,653
35	30.23	5,240	5,499	5,779	6,061	6,370	6,684	6,818
35a	30.97	5,368	5,633	5,914	6,208	6,522	6,852	6,989
36	31.73	5,499	5,779	6,061	6,370	6,684	7,019	7,160
36a	32.50	5,633	5,914	6,208	6,522	6,852	7,187	7,332
36b	31.30	5,426	5,688	5,981	6,259	6,589	6,917	7,056
37	33.34	5,779	6,061	6,370	6,684	7,019	7,367	7,514
37a	34.12	5,914	6,208	6,522	6,852	7,187	7,545	7,696

Notes

Hourly rate computed by deviding monthly rate by 173.33.

Any error found in the salary schedule will be immediately corrected and appropriate salary adjustments will be implemented.

Certified by:



Date:

2/14/19

Board Approved:

2/13/2019

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Mt. Pleasant School District

MEMORANDUM OF UNDERSTANDING #1

The parties agree that with the beginning of the 2004-2005 school year, the night custodian personnel works hours will be 2:30 p.m. – 11:00 p.m.

MT. PLEASANT SCHOOL DISTRICT
SIDELETTER RE: VACATION PLANNING

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This Side letter clarifies the rights and obligations of the parties under Section 9.3.5 of the Agreement.

1. Failure to timely submit a completed vacation plan under Section 9.3.5 may result in the supervisor determining specific times during which employee must take vacation.

2. A “completed vacation plan” means that an employee must schedule all the vacation days to which he/she is entitled. Ten-month employees shall schedule as much vacation time as is possible to take during non-instructional days and school holidays and indicate, as provided on the form, the balance of vacation days, if any, which will be paid-off pursuant to Section 9.3.3.

3. The District shall develop a vacation plan from for the purpose described above. The plan shall include, to the extent predictable, a designation by job classification, of periods within the school year when vacation days may not be taken during the school year as determined by the District pursuant to Section 9.3.4. Such designation shall not preclude later designation of such periods/days by the District.

//

2288

Mt. Pleasant School District

2289

MEMORANDUM OF UNDERSTANDING #2

2290

2291 Employees who are hired for the after school program and identified as “short term employees”

2292 shall not be part of the bargaining unit. Such positions will not be combined with their district

2293 FTE position.

2294

2295 Definition of short-term employee means any person who is employed and paid for less

2296 than 75% of the school year to perform a service for the District, upon the completion of

2297 which, the service required or similar service will not be extended or needed on a

2298 continuing basis.

2299

2300

APPENDIX C

2301

Contracted Benefits

2302

2303 08/09 School Year - Effective July 1, 2008, a five **hundred** dollar increase will be added to
2304 the annual health and welfare benefit cap of \$7,000 increasing the
2305 annual cap to \$7,500.

2306

2307 Benefits shall include:

2308 Medical Insurance

2309 Dental Insurance *

2310 Vision Insurance *

2311 Income Protection

2312 Life Insurance **

2313

2314 a) The District's maximum contribution for the health and welfare benefits shall not exceed
2315 the District cap per full-time employee.

2316

2317 b) For employees who are assigned to work less than eight (8) hours, but four (4) hours or
2318 more per day, shall be prorated on the same basis as the District's contribution for
2319 medical insurance.

2320 c) Each unit member shall be able to provide dependent coverage by paying the difference
2321 in premiums through payroll deduction, if they exceed the District contribution cost.

2322

2323 * All bargaining unit members who are employed for fifty percent (50%) or more of a full-
2324 time equivalent position shall be covered for employee and dependents under the Delta
2325 Dental Service and Medical Eye Services Plan.

2326

2327 The District provides each employee with Life Insurance Salary Protection under Plan B.

2328 ** For full-time members of the bargaining unit all (i.e., 8 hours per day employees,
2329 regardless of work-year).

2330

2331 **MT. PLEASANT SCHOOL DISTRICT**

2332
2333 **APPENDIX D**

- 2334
2335
2336 1. Effective July 1, 1989, the District may enter into an agreement with a private company to
2337 provide gardening services to the District. Such agreement shall not exceed three (3) years
2338 in duration (expiration on 6/30/92).
2339
2340 A. Until such contract is entered into, the District may contract out on an as-needed basis
2341 the following services: owing, disking and ground cover removal (in addition to the
2342 spraying, etc., functions already agreed to). Contracting out beyond these functions
2343 on this interim basis shall only be upon prior notice to and agreement with CSEA.
2344
2345 2. Commencing not later than six (6) months prior to the expiration or termination of the
2346 contract referred to in paragraph 1 above, the parties shall meet and negotiate concerning
2347 the future provision of gardening services to the District. The District shall not enter into a
2348 long-term contract for gardening services unless agreed to by CSEA or upon exhaustion of
2349 the negotiations/impasse process.
2350
2351 A. If these negotiations exceed beyond expiration of the Contract, the District may
2352 continue to utilize private gardening services on a short-term, interim basis pending
2353 the completion of negotiations.
2354
2355 3. The current gardener shall retain such position and continue to perform duties within the
2356 current job description.
2357
2358 B. If such position becomes vacant prior to expiration/termination of the gardening
2359 contract (paragraph 1 above), the District may contract out such services for the
2360 duration of the Contract. Continued contracting out of such services shall be subject
2361 to the negotiations referred to in paragraph 2 above.
2362
2363 C. If the incumbent remains for the duration of the gardening contract, continued
2364 retention of this District position shall be subject to the negotiations referred in
2365 paragraph 2 above, provided that such position shall continue unless negotiated
2366 otherwise.
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MT. PLEASANT SCHOOL DISTRICT

APPENDIX E

No Child Left Behind Act

Implementation of the No Child Left Behind Act/Impacts and Effects

Memorandum of Understanding

Purpose of this Article:

This Article is entered into by the Mt. Pleasant Elementary School District and CSEA (hereinafter “parties”) for the purpose of resolving the impacts and effects on bargaining unit “Title I” Para-Education (hereinafter “Instruction Aide”) as a result of the District’s requirement to comply with the “No Child Left Behind Act of 2001” (hereinafter the “Act”) and “California Education Code Section 45330.”

Definition of Instructional Aide:

For purposes of this Article, the parties agree that only Title I “*Instructional Aides*” currently employed at two schools, “Mt. Pleasant” and “Robert Sanders”, shall meet the requirements as described below. The parties have identified the following affect Title I classifications which must comply with the described requirements by January 8, 2006

1. Instructional Aide I
2. Instructional Aide II
3. Instructional Aide III

Effective January 1, 2005, there will be separate classifications for:

- 2392 1. Instructional Aide I – Bilingual
- 2393 2. Instructional Aide II – Bilingual
- 2394 3. Instructional Aide III – Bilingual
- 2395 4. Instructional Aide IV – Bilingual

2396

2397 Instructional Assistants designated by the District as “bilingual” will subsequently be reclassified
2398 as Bilingual Instructional Aide (I – IV). Effective January 1, 2005, these Bilingual Instructional
2399 Aides will be accruing seniority in their classification. Bilingual Instructional Aides will be
2400 afforded all rights and benefits established by this Agreement.

2401

2402 The step and range for Instructional Aide – Bilingual will correspond with non-bilingual
2403 Instructional Aide step and range. For example, if an Instructional Aide position is classified by
2404 this District as bilingual and the Instructional Aide in that position is an Instructional Aide I at
2405 range 20, the new classification will become Instructional Aide – Bilingual at range 20. Once the
2406 bilingual Instructional Aide becomes qualified under this Agreement, the Instructional Aide –
2407 Bilingual will move to range 24.

2408

2409 **Education or Proficiency Requirements:**

2410 Pursuant to the “Act” and Education Code 45330, Instructional Aides as defined above, shall
2411 fulfill or have been deemed to have fulfilled one of the below stated requirements by January 8,
2412 2006.

- 2413 1. An Instructional Aide completed or will complete at least 48 semester units of study at an
2414 accredited institution of higher education.

- 2415 2. An Instructional Aide possess or will possess an Associated Degree or higher from an
2416 accredited institution of higher education.
- 2417 3. An Instructional Aide has, through a Santa Clara County proficiency test, been deemed to
2418 possess the knowledge and the ability to assist in instructing reading, writing and
2419 mathematics.

2420

2421 Note: The proficiency test is offered by the County has three parts, which include English-
2422 Language Arts, Ability to Assist in Instruction and Math.

2423

2424 Proficiency Test and Preparation Courses

- 2425 1) Prior to taking the proficiency assessment test, Instructional Aides shall have the option
2426 to take the three (3) County preparation courses specific to the content of the test.
- 2427 2) The Instructional Aide shall register and complete all necessary forms with the District to
2428 attend the preparation courses and the proficiency test.
- 2429 3) The Instructional Aide shall be entitled to take the test as many times as necessary to
2430 receive a passing grade.
- 2431 4) The cost of the three (3) preparation courses and one (1) re-test shall be borne by the
2432 District, including non-Title I Instructional Aides and bargaining unit members who serve
2433 the classification.
- 2434 5) All non-Title I Instructional Aides and bargaining unit members who previously served
2435 the classification are encouraged but not required to take the County courses and test.

2436

2437 **Paid Release Time**

2438 All Instructional Aides shall be released from their regular scheduled workday prior to the
2439 starting time of either the preparation classes or the test without loss of pay. The Instructional
2440 Aide shall only be compensated for the time encompassing their regular workday.

2441

2442 **Creation of new Instructional Aide IV**

2443 The purpose and intent to create an Instructional Aide IV is to acknowledge the additional
2444 education requirements imposed by the Act and compensate Instructional Aide's covered by the
2445 Act Accordingly.

2446

2447 Upon a Title I Instructional Aide and/or Instructional Aide – Bilingual becoming qualified under
2448 the Act, which must be verified by the District, h/she will be immediately promoted to
2449 Instructional Aide IV and begin accruing seniority. In the event two bargaining unit member's
2450 hold the same seniority, district wide seniority will be used break the tie.

2451

2452 The parties agree that Instructional Aide IV will be placed at range 24.

2453

2454 **Title I Para-Educator Ineligibility/Administrative Transfer or Layoff**

2455 In the event an Instructional Aide is unable to meet the requirements by January 8, 2006, h/she
2456 shall be ineligible to hold an Instructional Aide IV position until such time h/she has successfully
2457 completed the educational or proficiency requirements.

2458

2459 An Instructional Aide who fails to meet the requirements under the Act by January 8, 2006 shall
2460 be subject to the layoff process at XVIII, including bumping and/or administrative transfer
2461 (seniority permitting) to a non-Title I site.

2462
2463 An Instructional Aide will not have bumping rights into the newly created classification of the
2464 Instructional Aide – Bilingual unless that Instructional Aide has serviced in that classification.
2465 An Instructional Aide – Bilingual will not have bumping rights into the Instructional Aide
2466 classification unless they have previously served in that classification.

2467
2468 If an Instructional Aide and/or Instructional Aide – Bilingual is laid off as a result of his/her
2469 ineligibility, and later fulfills the requirements of the “Act,” he/she shall be eligible to be re-
2470 employed as an Instructional Aide in the appropriate classification in accordance with Article
2471 XVIII and the Education Code.

2472
2473 **Grievances**

2474 Any Dispute that arises in the administration of the article shall be subject to the express terms of
2475 the collective bargaining agreement Grievance Procedure, Article VI.

2476
2477 This MOU shall be incorporated into the current collective bargaining agreement as Appendix E.

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Mt. Pleasant School District

MEMORANDUM OF UNDERSTANDING #3

AB 119, Chapter 21 was signed into law by the Governor. The new law adds sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code 6254.3; Whereas, AB 119 did not establish the structure, time and manner of CSEA’s access to new employee orientation.

For the District

For CSEA