

Saratoga Classified Association Agreement

with Saratoga Union School District

2021-2022

Through

2023-2024

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## ARTICLE I

### AUTHORITY AND TERM OF AGREEMENT

1. The provisions contained herein constitute a bilateral and binding agreement (“Agreement”) between the District and the Classified Employees.
2. This agreement is entered into pursuant to Chapter 10.7 commencing with Sections 3540 of Division 4 of Title I of the Government Code (“Act”).
3. The term of this Agreement shall be July 1, 2018 through and including June 30, 2021, and thereafter shall continue in full force and effect until such time as a new Agreement has been adopted. There shall be no reopener negotiations during the term of this Agreement since it is a three year closed contract.
  - a. Reopener negotiations shall occur for the third year of this Agreement (the 2020- 2021 school year over Article XII (Compensation) and Article XVI (Employee Benefits) and up to two (2) additional articles selected by each party. Such proposals shall be submitted to the Board of Trustees for public notice procedures in sufficient time to commence negotiations not later than April 1, 2020 unless the parties agree in writing to a different date.
  - b. Upon timely notification but no later than May 31, 2021 either party shall notify the other in writing of its request to modify, amend, extend or otherwise renegotiate the provisions of this Agreement.
4. The effective date of this Agreement shall be the date following ratification and approval by the membership of the Association and the District’s Governing Board on which it is executed by both parties.

## ARTICLE II

### RECOGNITION AND CLASSIFICATION

#### 1. RECOGNITION

The District hereby acknowledges that the Saratoga Classified Association is the exclusive bargaining representative for all classified employees holding those positions described in Article II, Section 2, and incorporated by reference as part of this agreement. All newly created positions, except those that are lawfully certificated, management, confidential or supervisory shall be assigned to the bargaining unit. The bargaining unit may be expanded to other classes by mutual agreement of the District and the Saratoga Classified Association subject to the rules of PERB.

#### 2. CLASSIFICATION

a. Classification is based on the principle that positions shall be in the same class when their duties and responsibilities are enough alike to justify the same job description.

b. Additional classifications or changes in classification will be mutually established by the District and the Association as they are determined to be appropriate.

c. Job descriptions are not restrictive and shall not be construed as declaring that duties and responsibilities shall not be changed, or that an employee may not be assigned other duties and responsibilities. Any changes made in duties and /or responsibilities shall be limited to duties and/or responsibilities customarily within similar categories and positions unless mutually agreed by the Association and the District.

#### 3. CLASSIFICATIONS AND POSITIONS ARE AS FOLLOWS:

##### Aides

Classroom Instructional Aide  
Communicatively Impaired Aide  
Instructional Aide Specialist  
School Administration Aide  
Special Education Aide  
Special Education Aide with Hygiene

##### Maintenance & Operations

Custodian  
Gardener I  
Gardener II  
Maintenance Craftsman I  
Maintenance Craftsman II  
Maintenance Craftsman III  
Warehouse Lead  
Warehouse Operations Assistant

##### Site Administration

Administrative Assistant (District Office)  
Administrative Assistant to Principal  
Computer Technology Specialist

Data Coordinator  
Data Systems Administrator  
Library Technician  
Occupational Therapist  
Registrar  
Secretary

**Food Service**  
Child Nutrition I  
Child Nutrition Lead

## **ARTICLE III**

### **REQUIREMENTS OF EMPLOYMENT AND STATUS**

#### **1. REQUIREMENTS OF EMPLOYMENT**

The following requirements shall be conditions of employment and for continued employment by the District.

- a. Before employment by the District may commence, an application for employment must be filed with the District Office, 20640 Forrest Hills Drive, Saratoga, California 95070.
- b. Fingerprinting is required as a pre-requisite to employment, as required by law or District policy.
- c. Examination for tuberculosis at least once every four years at District expense, unless the employee is exempt from testing pursuant to law or District policy. Location of District provided testing will be determined by the District.
- d. Loyalty oath as required by law.
- e. United States Employment Eligibility Verification Form (I-9); will need proof of citizenship or eligibility for employment.
- f. If a proficiency test of basic skills is required for a new or open position, it shall be at the District's expense.
- g. At the District's request and expense, each employee will undergo such physical and medical examinations as a condition of employment and for continued employment, as the District determines is required in the best interest of the District. No such requirement shall be made in advance of consultation between the District and employee.
- h. The execution of such other documents and the fulfillment of such other conditions as the District may determine are necessary or appropriate for the performance by a particular employee of his or her duties and responsibilities to the district.

#### **2. STATUS**

- a. The initial appointment of an employee to a position within the District shall be for a probationary period of one calendar year, commencing on the first day in paid status as a classified employee.
- b. Subject to the foregoing, upon satisfactory completion of the probationary period, the employee shall become a permanent employee.
- c. The employment of a permanent employee shall be renewed annually thereafter, unless the employee is otherwise notified in writing, pursuant to this

Agreement, Board Policy, Education Code or other lawful means that his or her services will not be required for the succeeding year.

d. Employees will be subject to performance evaluations not less than once per academic year.

e. Resignations: An employee wishing to leave the classified service in good standing shall file with the District a written resignation, giving at least two weeks' notice of his/her intention to leave unless the District consents to his/her earlier resignation.

## ARTICLE IV

### RIGHTS OF CLASSIFIED EMPLOYEES

1. All Employees shall have the following rights in addition to the rights contained in any other portion of this Agreement if applicable:

a. Seniority and Assignment List: A Seniority and Assignment List shall be provided to each employee September 1 or the first school day immediately following September 1, and on the first work day of April of each school year. The List shall include each employee's classification, date of hire, date the probationary period is to be/was completed, positions(s), job site(s), current assignment and total hours worked in each current classification

b. Distribution of the Contract: Within thirty (30) days after the execution of this contract, the District shall post the contract on the District website. A printed version of the contract will be available at all sites, in the Child Nutrition office, Warehouse, and the District Office at the District's cost and expense. Each employee in the bargaining unit shall be provided the website address and access to the contract in writing by the District at the time of employment.

c. Right to Form, Join or Participate – Organizations:

Employees shall have the absolute right to form, join or participate in the organization(s) of their choice. Employees shall not be required as a condition of employment to pay fees and dues to any organization that they have not freely and voluntarily joined. Membership in the Association shall not be a condition of employment by the District.

d. Building and Facility use: The Association shall have the right to reasonable use of District buildings and facilities subject to the Civic Center Act requirements. The Association will have access to school equipment, bulletin boards, District communications network, and District mail for the posting or transmitting of information or notices regarding Association business. The Association shall pay reasonable cost for damages caused by negligence or misuse. The Association may use the District copier, supplies and materials with prior approval from the District.

e. Association Communications: The Association shall be permitted use of the intra-district mail service and mailboxes for communications to Classified Employees regarding Association business.

f. All unit members are protected from unlawful sexual harassment as defined in Board Policy and Administrative Regulation No. 4219.11. Complaints regarding sexual harassment shall be addressed pursuant to the procedures in Board Policy No. 4031, and shall not be subject to the grievance procedure contained herein.

g. Except as expressly provided in the Agreement, nothing in this Agreement is intended to deprive the District or any employee of any rights or obligations the District or the employee may have respecting the hiring and discharge of classified employees.

Determination of the sufficiency of any case for disciplinary actions made by the District's Board of Trustees shall be conclusive.

h. The members of the SCA shall have the option to participate in the Catastrophic Leave Bank set up for District employees. Contributions of sick leave from classified employees shall follow the Catastrophic Leave Bank's procedures (See Appendix D).

## **ARTICLE V**

### **RIGHTS RESERVED BY DISTRICT**

1. Subject to the limitations set forth in Paragraph 3 below, the District retains all of its powers and authority to direct, manage and control the District to the full extent of the law including, but not limited to, the exclusive right and authority to determine District organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and level of service to be provided and the methods and means of providing such services; establish its educational policies, goals and objectives; insure the rights and educational opportunities of its students; classify, assign, hire, evaluate, promote, terminate and discipline employees, determine staffing patterns; determine the number and kinds of personnel required, direct, maintain and control all District operations; determine curriculum; construct, move, alter, lease, abandon, vacate and consolidate facilities; establish budget procedures and determine budgetary allocations and priorities; determine the methods of raising revenue; and contract out work.
2. The District is responsible for setting policies for the operation of the District. The District Superintendent is the administrator of the policies adopted by the District's Board of Trustees, and s/he may delegate to others, as s/he sees fit, duties and responsibilities which are, or may become, necessary for the successful operation of these policies. Subject to the provisions of Paragraph 3 below, the District also retains the right to amend, modify, rescind, or adopt, at any time and from time to time, such policies as the District deems appropriate. The foregoing shall apply with respect to any policies of the District, whether adopted before or during the term of this Agreement, and shall include the right to revise any administrative regulations or practices implementing such policies to be amended, modified, rescinded or adopted.
3. The exercise of any powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the taking, or omitting to take, of an action by the District shall be limited by, and made in accordance with, the specific and express terms of this Agreement, to the extent such specific and express terms are in conformance with law.
4. Notwithstanding the foregoing provisions of this Article V, the District retains the right to take any action it deems appropriate in the event of an emergency including the right to amend, modify or rescind any policies or practices of the District.

## **ARTICLE VI**

### **NON-DISCRIMINATION**

1. Neither the District nor the Association shall discriminate against any employee on the basis of race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation, in hiring or membership or non-membership in an employee organization as defined by the Educational Employment Relations Act or participation or non-participation in the activities of such an organization.

2. Employment application forms and oral interview procedures of the District shall not refer to membership in or preferences for employee organizations as that term is defined in the Educational Employment Relations Act.

## **ARTICLE VII**

### **NEGOTIATION PROCEDURES**

1. If any modification, amendment, or re-negotiating of any provision of the Agreement is requested by either party as provided in Article I hereof, the District and the Saratoga Classified Employees shall promptly meet and commence in good faith and in accordance with applicable requirements of law, the negotiation of such matters as either party may desire that are within the scope of representation as defined in Section 3543.2 of the Act and subject to re-negotiating as provided in Article I. Such negotiation shall, in any event, include the negotiation of appropriate negotiation procedures. Any agreements that are made between the District and the Saratoga Classified Association shall be reduced to writing and shall become effective at such time as the parties shall agree, with a target goal for agreement of January 1 or earlier.
2. Both the District and the Association may discharge their respective duties under this Article VII by means of authorized officers, individuals, representatives or committees. Either party, may, at its cost, utilize the services of outside consultants of its choice for any such negotiations.
3. A reasonable number of representatives of the Association, as mutually agreed upon by both parties hereto, shall have the right to receive reasonable periods of release time without loss of compensation to attend negotiation meetings with the District.
4. The District shall furnish the Association with two (2) copies of all reports prepared by the District for public distribution or dissemination that have potential impact on the District's budget.

## ARTICLE VIII

### TERM OF EMPLOYMENT, WORK WEEK AND OVERTIME

#### 1. Full-time Classified Employees (FTE)

- a. The normal work week shall be 40 hours.
- b. Each employee's hours of work shall be determined by the District. Night Custodians will work an eight hour shift with a paid 30 minute lunch included.
- c. Overtime compensation for a full-time employee who has worked over 8 hours per day or 40 hours a week will be paid at time and one-half. An employee shall have the right to choose compensatory time at one and one-half times the hours worked. Time off must be authorized in advance by the District Superintendent or his/her designee.
- d. Overtime Minimums: Employees called into work after they have left the District premises having worked their regularly scheduled day, or called in on a 6<sup>th</sup> or 7<sup>th</sup> day, shall be guaranteed a minimum of 2 hours work. Employees notified of overtime while still on the job may have a meal break and/or leave the premises at their own discretion prior to commencing overtime. Supervisor must be notified if the employee takes a meal break or leaves the premises.
- e. The District shall find and employ substitute secretaries who will provide office coverage one hour per day, as designated, during the secretaries' lunch hour. These substitute secretaries will be provided by the first day of school.
- f. A Secretary position which is under 1.0 FTE may combine Health Aide and Noon Relief hours to become 1.0 FTE (including Health Aide and Noon Relief hours) and will be paid at the secretary rate of pay. There will be only one Administrative Assistant and Secretary I at each elementary school site. Secretarial staffing at the middle school, beyond the Administrative Assistant and Registrar will be determined by need and budget.
- g. Administrative Assistants to the Principal and the Registrar 6-8 will work an eleven (11) month work-year.

#### 2. Part-time Classified Employees (PTE)

- a. The Superintendent and/or his/her designee shall be responsible for determining hours of assignment. Each employee shall be informed of their specific work schedule at the time of hire and annually no less than four calendar days prior to the first day of employment start date or the first work day of the school year, whichever applies. Dates, times, and subjects of In-Service Training will be mutually agreed upon by the District and the Association. All mandatory In Service Training that takes place outside of an employee's regularly scheduled work assignment shall be compensated at the hourly rate. Training that extends an employee's work week to exceed 40 hours a week will be compensated according to Article VIII, Section 1, sub-section C.

b. If the daily hours or time schedules for PTE are changed (but not reduced or eliminated) the PTE will be given two (2) weeks' written notice of the change and given the opportunity to respond, unless an emergency is declared by the District Superintendent.

i. If additional hours become available during the school year, hours will be posted if the assignment is more than four (4) hours per week. If the assignment is four (4) hours or less, hours will be offered as a block by seniority, until filled, to aides whose hours do not go over the PTE limit.

ii. Any additional hours added to a one-on-one assignment will not be posted.

iii. In the case of one-on-one aides, it will be mutually agreed at the time of hire that hours of the assignment may fluctuate with the needs of the student as stated in their current IEP. (Special Education Aides serving as one-on-one aides will be informed at the time of hire that the hours for the assignment may vary due to the specific needs of the student(s) served. Seniority protections apply to all Special Education Aides including those serving with individual student(s).)

c. A PTE who works a minimum of three (3) hours per day is entitled to a fifteen (15) minute paid break each working day. This break shall be part of the PTE's regular employed time and not added time. If a PTE works less than three (3) hours a day and a recess naturally falls within those hours, the recess will be paid break time.

d. In order that regular employees may have an opportunity to volunteer to supplement their regular salaries, they shall be given consideration to serve as substitutes for absent PTEs, provided that assumption of the added work does not interfere with the performance of their regularly assigned duties and that the employee is qualified to perform the work of the absentee. The substituting regular employee shall be paid at his/her existing salary when working any PTE classification.

e. If an employee substitutes for a teacher, the employee will not be required to make up his/her regularly assigned hours.

f. When the District schedules summer classes or creates temporary positions, the opportunity shall be posted internally. The selection criteria shall include seniority, experience, training and/or education, compatibility, and program goals.

g. Child Nutrition Technicians are employed each school year to work during the time school is in session. Daily work schedules shall be determined and hours of work verified by the Child Nutrition Supervisor.

**ARTICLE IX**  
**EVALUATIONS**

**1. EVALUATIONS**

- a. An employee shall be evaluated by his/her site administrator with input from other staff who serve in a supervisory role with the employee.
- b. The Board of Trustees shall develop and prescribe the duties to be performed by all employees. The District shall distribute such materials to each employee and make them available at each District facility.
- c. Evaluators may request and receive information from other personnel to assist them in providing comprehensive evaluations.

**2. PROCEDURES**

- a. Employees shall be evaluated in writing once a year, by May 1 of each year. Administration and additional staff shall participate in an evaluation as deemed appropriate. All types of evaluative data including, but not limited to, letters, notes, forms, etc., shall be part of the evaluation procedure and shall be reviewed, signed and received by the employee, supervisor and site administrator.
- b. Probationary employees shall be evaluated 90 to 100 school days into their probationary period and again at the conclusion of the probationary period.
- c. Evaluation will be made on a site by site basis.
- d. Evaluations will be based on the employee's total performance.
- e. The employee shall have the right to initiate a written reaction or response to the evaluation within ten (10) school days. Such response shall be dated and signed and shall become a permanent attachment to the evaluation.
- f. In the event of any unsatisfactory ratings, the evaluator shall make specific recommendations for improvement.
  - i. Following each evaluation, the employee shall comply with recommendations for improvement made by the Supervisor and shall correct those items identified as unsatisfactory. Failure to correct unsatisfactory performance within a mutually agreed upon timeline, shall be sufficient cause for potential discipline or dismissal.
- g. All evaluative data signed by the employee is to be maintained in the employee's confidential personnel file at the District Office.
- h. An employee shall have the right at any reasonable time to examine and/or obtain copies of any material from the employee's personnel file.
- i. All personnel files shall be kept in confidence and shall be available for inspection only

to other employees or agents of the District and the Board of Trustees when actually necessary in the proper administration of the District affairs or the supervision of the employee, or when otherwise required by law. The District shall keep a log indicating all persons who have examined a personnel file as well as the date such examinations were made.

j. Upon written request by the employee, negative information two (2) years old or older shall be removed from the personnel file unless additional information, reported more recently than two years, may indicate a pattern or practice of negative conduct.

## **ARTICLE X**

### **ASSIGNMENT AND TRANSFER**

**1. ASSIGNMENT:** Assignment is defined as the assignment of an employee to a position and school site for a particular school year. Insofar as possible all assignments shall be made by the District as early as possible prior to the commencement of each school year in accordance with the procedures as follows:

**2. PROCEDURE:**

- a. On or before February 1<sup>st</sup>, employees shall declare their intentions for the ensuing school year via the district provided form.
- b. Employees already having filed a declaration of intention may revise such declaration to include a new position or positions.
- c. Seniority shall be based on the total number of hours in paid status within the employee's appropriate classification. Hours worked being equal, seniority shall be given to the employee with the earliest date of hire.
- d. Aides shall have the opportunity to consult with the District with respect to their assignments.

**3. POSTING AND FILLING POSITIONS**

- a. When vacancies more than 4 hours per week occur due to the establishment of a new position or the vacating of an existing position, posting shall be at each District job site and sent directly via email to all Classified Employees. (See Article VIII.2.b.i.) Such jobs shall be posted at all work locations for at least ten (10) working days prior to any action being taken to consider any applicant for the position. Working days are days that the District office is open. The notice of position openings will include the job title, position description of duties, minimum qualifications required for the position, the assigned job site, the assigned work hours, weeks, and months per year, salary range, deadline to apply, and projected starting date.
- b. Within a reasonable period of time, the Superintendent or his designee will:
  - (i) Screen applicant's evaluations, qualifications and seniority.
  - (ii) Conduct or arrange interviews, administer appropriate tests, or use other screening procedures.
  - (iii) Notify all Association applicants of action taken. The District will make every attempt to fill vacant positions within fifteen (15) working days after the close of posting, whenever possible.
- c. New positions shall be filled based upon selection criteria which shall include seniority, experience, training and/or education, compatibility, and program goals. Openings or new positions with more than 4 hours per week shall be posted except as

otherwise provided in this Agreement. Hours of work within a designated position shall be assigned based on seniority in accordance with current District practice.

**4. TRANSFER:** A transfer is defined as the movement of an employee from one location to another which does not involve a change of classification or job title after the commencement of the school year.

#### **5. VOLUNTARY LATERAL TRANSFER REQUESTS**

a. A permanent classified employee may submit a written request to transfer to a lateral open position. Such request for transfer shall be submitted to the Superintendent or his/her designee, who shall consult with the appropriate supervisor(s) concerning the disposition of a request for the transfer.

b. If a request for voluntary transfer is denied, the employee, upon request, shall receive from the supervisor(s) written reasons for denial. Transfer shall not be denied solely on the basis of inconvenience.

c. Seniority shall be based on the total number of hours in paid status within the employee's appropriate classification. Hours being equal, seniority shall be given to the employee with the earliest date of hire. Hours and a date of hire being equal, positions shall be given to the employee most qualified as determined by experience, training, and performance and documented by written evaluation.

#### **6. INVOLUNTARY LATERAL TRANSFER**

a. Such transfer shall be initiated by the Superintendent or his/her designee and shall be based exclusively on the legitimate, educationally related needs of the District and/or the welfare of the employee involved.

b. The employee shall be given two (2) weeks written notice prior to transfer. Incorporated within the notice shall be the basis for transfer.

c. If an employee objects to an involuntary transfer, s/he may request and shall be granted a meeting with the Superintendent to discuss the reasons for transfer. The Superintendent shall consider the information supplied by the employee but shall make the final decision.

#### **7. MEDICAL TRANSFER**

An employee who has become medically unable to perform his/her duties will be given a vacant position in other classifications if the worker is fully capable of performing required duties and meets position qualifications. Medical transfer procedures will be carried out prior to any vacant positions being posted.

## ARTICLE XI

### DISCIPLINARY ACTION AND TERMINATION OF EMPLOYMENT

Terminations can result from Layoff or Disciplinary Action.

**1. LAYOFF:** Notification that service is no longer required will be made in accordance with Layoff Procedures and notification will be made no less than 60 calendar days prior to the termination of paid status. For employees on an 11 month, or fewer, assignment counting of the 60 calendar days does not include December break or Summer break. For employees on 12 month assignment counting of 60 calendar days does not include December break.

#### a. Layoff Procedure

(i) Layoff is separation from a position due to lack of work or lack of funds.

(ii) Layoff separation will be based on seniority.

(iii) The Annual Seniority List will be provided to unit members on the first work day of April each year with notice of any hourly employees whose hours are calculated to the 15<sup>th</sup> day of March. Employees are responsible to notify the District of possible errors within 5 school days. After the District and the employees have agreed upon a corrected list, an updated list will be published by August 1<sup>st</sup> and emailed before September 1<sup>st</sup>. Corrected list will stand until the following May 1<sup>st</sup>.

(iv) The District shall provide written notice to the employee of its intentions to lay off the employee for lack of work, lack of funds, or as a result of a reduction or elimination of service in accordance with provisions in Article III, Section 3, Paragraph d.

(v) The employee with the least seniority within each classification shall be laid off first.

(vi) Bumping Rights: Bumping Rights are defined as the right of an Employee to continue employment within the Employee's current classification in accordance with seniority. Therefore, Employees whose positions have been eliminated by a reduction in the number of positions available have bumping rights within their classification. Bumping rights are dependent upon an individual's seniority ranking in the current classification. An employee with higher seniority may elect to bump into a position of equal or less hours within the classification. The employee with less seniority does not have the right to a grievance.

#### b. Notice of Layoff

Layoff notice shall contain:

(i) A statement of effective date of layoff.

- (ii) A statement of the employee's reemployment rights.
- (iii) A statement that the employee may be eligible for unemployment benefits.
- (iv) A statement of the reason for layoff.
- (v) A statement of bumping rights if applicable.

c. Effects of Layoff

- (i) The employee shall be entitled to earned pay, including all earned vacation pay and earned wages.
- (ii) The provisions of this section shall constitute the full and complete agreement between the parties concerning the effects of the layoff decision.

d. Reemployment Rights

(i) An employee who has been laid off is eligible for reemployment in the classification from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Laid off persons shall be reemployed in preference to new applicants. In addition, such persons laid off shall have the right to apply for promotions and vacancies which occur in the District during the period of thirty nine (39) months following layoff. An employee on a reemployment list shall be notified by mail of promotional opportunities and vacancies within the school District and notices of these opportunities shall be posted for ten (10) working days on bulletin boards in prominent locations at each District work site. A laid off employee who is notified of reemployment opportunities shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, s/he must report to work when designated by the District, provided that the District shall not require any employee to report less than ten (10) working days following receipt of the reemployment notice unless mutually agreed upon.

(ii) All rights and status (seniority and accrued sick leave) acquired shall be restored at the time of reemployment from the reemployment list.

## **2. DISCIPLINARY ACTIONS**

a. Notwithstanding the probationary appointment, during the probationary period the employee's employment by the District may be terminated at any time for any lawful reason, including, but not limited to, unsatisfactory performance of services, as determined by the Superintendent or her/his designee.

b. The District shall adopt rules of procedure for disciplinary proceedings, including termination of employment, which shall contain a provision for

informing the employee by written notice of the specific charges against him/her, a statement of his/her right to a hearing on such charges and the time within which such hearing may be requested, which shall not be less than five working days after service of the notice to the employee, and a card or paper, the signing and filing of which shall constitute a demand for a hearing and a denial of any or all charges. The burden of proof shall remain with the District.

c. The employment of a permanent employee may be terminated at any time by the District for cause. Cause shall include the following and anything else the District shall determine is appropriate and in the best interest of the District:

- (i) Unauthorized absence
- (ii) Commitment or conviction of a criminal act
- (iii) Conduct unbecoming an employee in public service
- (iv) Disorderly or immoral conduct
- (v) Incompetence
- (vi) Unsatisfactory performance of duties
- (vii) Insubordination or failure to follow directions
- (viii) Intoxication while on duty
- (ix) Use of illegal substances while on duty or which otherwise interferes with job performance
- (x) Neglect of duty
- (xi) Negligence or willful damage to public property
- (xii) Violation of any lawful regulation of the Education Code, State of California
- (xiii) Willful violation of any provision of Board policy or employment contract
- (xiv) Dishonesty, including falsifying information on application

d. If any action or actions of any employee occur which could be detrimental to the welfare of the District or its students, the Superintendent has the right to immediately suspend an employee prior to action by the District's Board of Trustees. If the Board of Trustees does not ratify the suspension, the employee will be reimbursed for the period of time s/he was suspended.

**ARTICLE XII**  
**COMPENSATION**

**1. BASE SALARY DETERMINATION**

- a. The base salary schedule for employees is set forth in Appendix A attached hereto and made a part thereof. Subject to the provisions of this Agreement, Classified Employees shall be compensated in accordance with such schedule. Any yearly cost-of-living increase will be based on the prior year salary schedule.
- b. Because of the annual restructuring of the salary schedule, in no event shall a Classified Employee salary be less than the previous year plus the current cost-of-living increase.
- c. An employee notwithstanding the foregoing, after placement on a step, will progress to the next step the following year provided the employee has received at least a rating of effective based on an average of sub-category scores on each of the five categories in the employee's most recent evaluation.
- d. An employee shall move to the next salary level effective as of July 1 if the date of hire was on or before January 31.

1996 Grandfather Clause

- (i) All employees hired prior to July 1, 1995, shall move to the next salary level as of July 1, if their month of hire is between July and March, without regard to the month of hire. Thereafter, these employees shall move to the next salary level July 1 of each successive year.
  - (ii) Employees hired in the month of April shall retain their anniversary date.
  - (iii) Employees hired in May or June shall move on the salary schedule on July 1 of that year.
- e. If an employee voluntarily resigns from the District, then is rehired to the same position, s/he:
  - (i) Shall be hired back at the salary step in place at the time of separation
  - (ii) Shall have the seniority date of the re-hire date and/or hours earned towards seniority will begin at zero, according to the accrual process for the position
  - (iii) Longevity is accrued
- f. Determination of placement of employees on the salary schedule is based on years of experience with each of the first six steps representing one year of recent experience in work directly related to the work to be done for the District. Steps seven through twenty-four (24) represent longevity accrued in the District.

## 2. PROFESSIONAL GROWTH

The District shall provide support for employees in carrying out their assigned duties by providing professional development opportunities and activities. Either the employee or the supervisor can identify the professional growth needs. Once the need has been agreed on, the District or the program will provide workshops or other development opportunities. Fees and hour attendance reimbursement will be paid at the appropriate rate for mandated inservice. For optional inservice, corresponding hours will be applied to an employee's seniority total.

## 3. MILEAGE REIMBURSEMENT

Employees who are required by the District to use their personal automobiles in the performance of their regular duties shall be reimbursed for such travel as is required and approved by the District at the rate determined by the District as of July 1 annually. Employees who are assigned to more than one school per day shall be reimbursed at the rate for travel required between schools. The foregoing shall not apply to travel between an employee's residence and the place of assigned duty.

## 4. SALARY SCHEDULE

The District will grant step increases according to the Classified Salary Schedule attached to this Agreement as Appendix A.

a. Secretaries' placement on the Classified Salary Schedule shall be at Range 30, effective July 1, 2018.

b. Full-time and part-time Classified Employees beyond Step 24, who have been in paid status at least 75% of the days of the school year, shall earn an annual longevity stipend of \$250, effective July 1, 2018. The stipend shall be paid at the end of each school year.

c. Full-time and part-time Classified Specialist (Occupational Therapist and Behavior Specialist) beyond Step 11, who have been in paid status at least 75% of the days of the school year, shall earn an annual longevity stipend of \$250, effective July 1, 2020. The stipend shall be paid at the end of each school year.

### **2020-2021 School Year:**

a. **The 2019-2020 salary schedules shall be increased by 3% effective July 1, 2020.**

### **2021-2022 School Year**

a. **The 2020-2021 salary schedule shall be increased by 3% effective July 1, 2021.**

### **2022-2023 School Year**

a. **The 2021-2022 salary schedule shall be increased by 3%, effective July 1, 2022.**

## **ARTICLE XIII**

### **PAYROLL DEDUCTIONS**

1. All employees who are employed on a half-time or more basis are required to become members of the Public Employees Retirement System on the first day of employment. The District shall make payroll deductions required for contributions to such System.
2. Payroll deductions will also be made for Social Security and Medicare contributions, federal and state income taxes as are, or may be, required.
3. Upon appropriate written authorization from an employee, the District may make such additional payroll deductions as approved.
4. Salary Deductions: Deductions for an absence other than an approved leave shall be made in the month following such absence.

## **ARTICLE XIV**

### **HOLIDAYS**

Holiday Table Appendix B Page 40

1. Continuing employees shall be entitled to payment for any authorized holiday, provided that they were in a paid status during any portion of the workday immediately preceding or succeeding the holiday. Continuing employees working less than full-time shall receive holiday pay on a pro rata basis at the same rate as their normal compensation. The District agrees to provide employees paid holidays, according to Appendix B.
2. Holiday pay for aides will be calculated using each employee's contracted work week divided by 5. Holiday pay will be granted if the continuing employee is on the payroll within 5 working days of the holiday.
3. New employees will be paid for any holidays subsequent to their employment, subject to the above conditions.

## ARTICLE XV

### VACATION

#### 1. GENERAL VACATION

Vacation Table Appendix C Page 41

- a. Vacation schedules must have 5 work days prior approval of the employee's site administrator. Should extenuating circumstances arise, the 5 day period may be waived by the site administrator.
- b. Vacation days will be taken by the end of the fiscal year whenever possible. Any vacation days not used by the employee will be compensated for at the end of the fiscal year or carried over in accordance with Section 2, Paragraph b. below at the option of the employee, and used by June 30 of the following fiscal year.
- c. Permanent classified employees may be granted vacation (earned for that fiscal year) during the year before it has been earned. If employment is terminated for any reason, vacation used in excess of what has been earned shall be deducted from the Classified employee's final salary check. The amount deducted shall be the full amount of salary which was paid for the unearned days of vacation takers.
- d. For each additional day worked beyond the term of employment as provided in Article VIII, additional vacation will be prorated and awarded in accordance with the vacation schedule in Section 1 above.
- e. Upon termination for any reason, all employees shall be entitled to compensation for all earned and unused vacation.
- f. The Employee's hire date will be used as the anniversary date for the purpose of determining the number of vacation days earned.

#### 2. FULL TIME EMPLOYEE VACATION

- a. Full Time Classified employees shall be eligible for a vacation each fiscal year with pay as follows:

0-3 years (0-36 months)	1.0 day/month
More than 3 years, but less than 6 years (37-72 months)	1.33 days/month
More than 6 years, but less than 10 years (73-120 months)	1.50 days/month
10 years and above (121 months or more)	1.67 days/month

- b. Employees who have been in the service of the District five years or more may carry the maximum of five vacation days from one year to the following year when they shall be used. Accumulated vacation days must be used within the following fiscal year. All vacations must have prior approval by the employee's site administrator.
- c. Persons employed on less than a twelve month basis are entitled to paid vacation on a pro-rated basis.

### **3. PART TIME EMPLOYEE VACATION**

a. All Part Time Employees will earn vacation time on an hourly basis. Vacation shall be computed at the rate 0.04 for steps 1-5, 0.05 for steps 6-11, and 0.06 for step 12 and above, for each hour the employee works in paid status.

b. Vacation compensation will be paid monthly and included in the hourly rate on the salary schedule.

## ARTICLE XVI

### EMPLOYEE BENEFITS

1. The District shall maintain and pay the cost of health and welfare benefits (i.e., medical, dental, and vision) for employees (and dependents) who have a regular assignment and who work twenty (20) hours or more per week, as mutually agreed upon.

a. Eligible part-time employees will be entitled to participate in the medical, dental, and vision programs on a pro-rata basis consistent with the number of hours worked. The District will pay the percentage of the full premium consistent with the employee's percentage of a full-time assignment. The dollar equivalent of the pro-rata share of benefits may be applied toward one benefit of the employee's choice.

b. If any such policy is changed or canceled by the insurers, the Saratoga Classified Association and the District shall promptly locate an alternate benefit plan acceptable to both parties. In any event, coverage will be continuous for the life of this contract.

c. The level of benefits in effect at the expiration of this contract shall continue in effect during the time that continuous negotiations of a new contract are proceeding.

d. In the event that Federal or State taxation laws regarding health insurance benefits change, the Saratoga Classified Employees will immediately re-negotiate this article.

2. The District currently has obtained a policy of liability insurance which provides limited liability protection to employees acting within the scope of their employment. A copy of such policy has been furnished to the Association and the Association represents that it is familiar with the restrictions, coverage, limitations and applications thereof. The District shall maintain such policy-provided, however, that the District shall be relieved of its obligation herein if, for any reason, such policy is canceled or changed by the insurers. The District will notify the Association if coverage is no longer in effect. In such an event, the Association and the District shall endeavor to promptly locate alternate insurance acceptable to both parties.

### 3. Health and Welfare Benefits

Agreement on payment of health and welfare benefits: The district will pay the premium for qualified bargaining unit members at a rate no higher than the Kaiser Family HMO premium rate. Any cost above the Kaiser Family HMO rate will be paid by the bargaining unit member. Payment towards the cost of the premium will be adjusted per FTE for part time employees.

It is in the mutual interest of both the District and the Association to contain the cost of health benefits. Both parties will direct our Health & Welfare Task Force to advocate for the best possible health coverage for our employees at the lowest cost to the District.

The Task Force will convene each school year as needed to review and analyze the health plans offered by the District and will issue findings and recommendations to the District and employee groups in sufficient time to effect changes for the following fiscal year and/or plan year, if the parties choose to do so through the negotiations process. Negotiations shall be reopened on this subject at the written request of either party regardless of any contractual provisions to reopen or close negotiations during the term of this Agreement pursuant to Article I.

We will:

- Hold an open enrollment period in May or June.
  - Provide a fact sheet for each employee on the cost of his/her benefits within forty-five (45) days after close of negotiations (i.e., medical, dental, vision, PERS, etc.). (Health & Welfare rate must be known.)
- a. The District shall maintain and pay the cost of health and welfare benefits which have been mutually agreed upon year to year for unit members, their dependents, and registered domestic partners.
- (i) If any such policy coverage is changed, the cost increased or policy cancelled by the insurers, the Association and the District shall promptly locate an alternate insurance plan acceptable to both parties. In any event, coverage will be continuous for the life of this contract.
  - (ii) All benefits granted to full time unit members shall be granted to part time or shared contract unit members on a prorated basis. A unit member may opt to pay the uncovered portion to fully participate in all fringe benefits. A unit member who so chooses, may use the dollar equivalent of his prorated share of either the dental plan, vision plan, or a specific medical plan to apply toward the remaining benefit.
  - (iii) Payments for July and August benefits will be deducted in equal installments from September, October, November and December monthly compensation.

## ARTICLE XVII

### LEAVES OF ABSENCE

The provisions of this Article set forth the leave benefits available to employees. Leaves of absence, whether provided for by statute, regulation, past policy or otherwise, which are not expressly incorporated in this Article shall not be available to employees and shall not be subject to the provisions of Article XVII hereof.

Leaves of absence have two components, time away from work and compensation. Not all Leaves of Absence provide for compensation.

Leaves of Absence available to employees, in accordance with the provisions listed herein, are:

Personal Illness or Injury (Sick Leave)

Personal Necessity (to care for family or other necessity as listed)

Bereavement

Maternity/Paternity/Domestic Partner Leave (for Pregnancy, and/or childbirth and/or miscarriage, recovery from them and/or adoption)

Childrearing

Family Medical

Industrial Accident

Judicial

Military

Special Circumstances

#### 1. PERSONAL ILLNESS OR INJURY LEAVE (Sick Leave)

- a. Each Full Time Equivalent Employee shall be allowed one (1) day of Personal Illness or Injury absence due to accident or illness for each month of employment (Sick Leave). Part Time Employees shall receive a proportionate Personal Illness or Injury leave per month in relation to the number of hours or months worked.
- b. If the employee does not take the full amount of Personal Illness or Injury Leave allowed in one (1) year, the amount not taken shall accumulate from year to year with no limit.
- c. Available sick leave may be used for the injury or illness of the unit member's spouse, domestic partner, child, or parent which requires the presence of the unit member.
- d. Personal Illness or Injury Leave may be taken at any time during the term of employment. A new employee shall not be eligible to take more than six days, or the proportionate amount to which he or she may be entitled, until the first day of the calendar month after completion of six months of active service with the District.
- e. After all earned Personal Illness or Injury Leave during a term of employment is exhausted, additional leave with compensation shall be available for personal injury or illness for a period not to exceed 5 months per school year. Such additional leave may not be

accumulated from year to year. The compensation paid to the employee shall be the employee's regular salary less the cost of a substitute.

- f. During the period specified in paragraphs (a) and (d) above, the District will continue to provide any medical, dental, or vision insurance coverage it is providing the employee during the school year in which the leave is taken.
- g. The District may require an employee to provide suitable verification of personal illness or injury if absence is more than three days.
- h. Employees on Personal Illness or Injury Leave will keep the District advised as to the nature and severity of the personal illness or injury as it affects their ability to work and its expected duration. If requested by the District, an employee shall not return to work until the employee submits an authorization to return to work signed by the employee's treating health care provider.
- i. Substitutes for employees in designated classifications will be provided when available through the District substitute employee management system (i.e., Custodians, Secretaries, Special Education Aides). The District will pursue ongoing recruitment for and rosters of qualified substitutes.
- j. Each employee shall contact the District substitute/attendance system and the appropriate work site as promptly as possible following knowledge that an absence will be necessary. An employee shall not be allowed to return to work and shall be placed on leave, without pay, if the employee fails to notify the District of the employee's intention to return to work in sufficient time to avoid employing or paying a replacement. Any leave of 20 days or more shall require at least one week's written notice of return date.
- k. For purposes of computing days of Personal Illness or Injury Leave, a classified employee who is absent shall have the portion of their regular daily work schedule, taken as Personal Illness or Injury Leave, deducted from accumulated leave.

## **2. PERSONAL NECESSITY LEAVE**

- a. Each Classified employee is eligible for up to 10 days of Personal Necessity Leave, as defined in Section (b) below, each school year. Days taken for Personal Necessity Leave are deducted from accumulated Personal Illness or Injury Leave (Sick Leave).
- b. Personal Necessity Leave shall be limited to:
  - i. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by Bereavement Leave provisions
  - ii. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family
  - iii. A serious illness of a member of the employee's immediate family
  - iv. An employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order
  - v. Fire, flood, or other immediate danger to the home of the employee

- vi. Personal business of a serious nature which the employee cannot disregard
  - vii. Other personal necessities including instances of compelling personal importance as cited in Section 44981 of the Education Code. In no event may personal necessity leave be used for other paid employment.
- c. Members may use one (1) personal necessity day to extend a holiday or break period one time per school year.
    - Holidays in a school year are: Labor Day, Veterans Day, Martin Luther King (MLK) Day, and Memorial Day.
    - Breaks in a school year are: Thanksgiving Break, Winter Break, February Break, and Spring Break.
  - d. The employee shall notify the District of a personal necessity leave in order that the District can provide a replacement if appropriate.
  - e. No compensation shall be paid an employee for each day of personal necessity leave used for purposes other than stipulated in b. above and for days in excess of the permissible number in any school year.
  - f. As used within this Section 2, the term “immediate family” shall be deemed to include the employee’s spouse, child, mother, mother-in-law, father, father-in-law, grandparents, grandparents-in-law, grandchild, brother, brother in-law, sister, sister-in-law, or people who are deemed to have served in these roles.

### **3. BEREAVEMENT LEAVE**

- a. All classified employees shall be entitled to five (5) days of bereavement leave, without loss of compensation, at the time of death of any member of his/her immediate family.
- b. For purposes of bereavement leave, the term “immediate family” shall have the same meaning as provided in paragraph “e” of Section 2 above, provided, that bereavement leave may also be granted at the District’s discretion for the death of someone not in the employee’s immediate family.
- c. The District may also grant up to three additional days of bereavement leave in exceptional cases provided that for such additional days the employee shall be paid the employee’s usual compensation less the actual cost of a replacement.

### **4. PREGNANCY DISABILITY LEAVE**

- a. Unit members shall utilize sick leave provided herein for absences necessitated by maternity, miscarriage, childbirth and recovery there from. Such leave shall be on the same terms and conditions as personal illness and injury leave and shall be strictly limited to those conditions specified (e.g., such leave may not be used for child care or child-rearing purposes under section 5 of this Article). The length of such absence, including the date on which the absence shall commence and terminate, shall be determined by the unit member and the unit member's physician; however, the District may require a verification of the nature of the condition and an authorization to return to work signed by a licensed

physician. In addition, the unit member shall provide the District written notification at least two (2) weeks prior to date of return.

- b. A unit member, upon termination of pregnancy disability leave, shall have the opportunity to request child bonding and/or child-rearing leave. Any unit member on pregnancy disability leave shall notify the District in writing by February 1, if possible, of each year of their intention to return to duty at the opening of the next school term in August.

## **5. CHILD BONDING LEAVE**

- a. Unit members may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
- b. For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.
- c. For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.
- d. Pursuant to Education Code section 44977.5, if a unit member exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to partial pay as defined in section 2 (b) of this Article, but in no event at less than 50 percent of his or her regular salary for the balance of the twelve (12) week period.
- e. Pursuant to the CFRA, child bonding leave must be completed within one (1) year of the birth, adoption, or foster care placement of a child.
- f. Pursuant to the CFRA, leave in this section may be taken non-consecutively. The minimum duration of the leave shall be two (2) weeks, except that employers must grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions and may grant requests for additional occasions of leave lasting less than two (2) weeks
- g. The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
- h. Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, unit members must have completed one year (twelve months of service for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months)period.

## **6. CHILD-REARING LEAVE**

- a. A leave of absence without compensation or other benefits may be granted to a unit member for child-rearing purposes subject to the provisions of this Section. Contract sharing may also be an option.
- b. The unit member shall request such leave as soon as practicable but under no circumstances, except for emergency situations, less than twenty (20) work days prior to the

date on which the unit member desires the leave to begin. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave.

- c. The duration of such leave shall consist of the balance of the school year in which granted and shall automatically terminate on June 30, in the school year in which such leave is granted. An extension of the leave for an additional twelve (12) months, may be granted by the District. A second twelve (12) months extension may be granted at the District's discretion for employees of permanent status.

Any unit member on child-rearing leave shall notify the District in writing by February 1, of each year of intention to return to duty at the opening of the next school term in August.

- d. A unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on leave for child-rearing purposes.
- e. There shall not be a diminution of employment status for a unit member on leave for child-rearing purposes, except that no person shall be entitled to compensation, increments, and their health and welfare benefits made available by the District to its unit members nor shall the time taken on child-rearing leave count as credit for probationary unit members in earning tenure status. Health and welfare benefits shall be made available to the unit member at his/her expense.

## **7. FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT**

Unit members are eligible for leave under the Family Medical Leave Act and the California Family Rights Act. Information covering the various rights and obligations, including those areas where discretion may be exercised by the District and/or unit members will be available in the Human Resources Department. Family Medical Leave Act and California Family Rights Act leaves shall run concurrently with and not in addition to other leaves except for pregnancy disability leave (see section 4).

## **8. INDUSTRIAL ACCIDENT LEAVE**

- a. Employees will be entitled to industrial accident leave according to the provision in Section 45192 of the Education Code for personal injury.
- b. Such leave shall commence on the first day of absence, and shall not exceed sixty (60) days in any one fiscal year for the same industrial accident. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due the employee for the same illness or injury.
- c. Allowable leave may not be accumulated from year to year.
- d. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- e. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be

temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. At least one week's prior written notice of return date shall be provided by District for leaves in excess of 20 days.

- f. Industrial accident or illness leave of absence is to be used in lieu of any Personal Illness or Injury Leave as provided in Section 1 above. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave pursuant to Section 1 shall be used; but, if an employee is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave as when added to the worker's compensation award to provide for a full day's wage or salary.
- g. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee, except during the probationary year.
- h. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation or other available leave or the action of the District's Board of Trustees, the employee shall endorse to the District any wage loss benefit checks received under worker's compensation laws of California. The District in time shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions and deductions.
- i. When all available leaves of absence, paid or unpaid, have been exhausted and if a permanent employee is not medically able to assume the duties of her/his position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When available, during the 39 month period, the former employee shall be re-employed in a vacant position in the class of her/his previous assignment over all other available candidates except for a re-employment list established because of lack of funds, in which case, s/he shall be listed in accordance with appropriate seniority regulations. Any employee who has been placed on such a re-employment list and who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- j. An employee receiving benefits as a result of this Section shall, during the periods of injury or illness, remain within California unless travel outside California is authorized by the District's Board of Trustees.

## **9. JUDICIAL LEAVE**

Employees will be provided a leave of absence for regularly called jury duty and when subpoenaed to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the employee. The employee, while serving jury duty, shall receive full pay from the District.

## **10. MILITARY SERVICE LEAVE**

- a. Each employee who enters the active military service of the U.S. or the State of California, or in the service of the United States Merchant Marine, or in full time paid service of the

American Red Cross, during any war in which the U.S. is engaged, shall be granted a leave of absence without compensation or other benefits for the duration of such service.

- b. Such absence shall not affect in any way the classification of such employee, provided, however, that in the case of a probationary employee, the period of such absence shall not count towards the service required as a condition precedent to classification as a permanent employee of the District.
- c. Within six (6) months after an employee honorably leaves such service or has been placed on inactive duty, the employee shall be entitled to return to the position held by the employee at the time of entrance into such service at the salary to which the employee would have been entitled had the employee not been absent due to such service. If the employee does not return to the District within such six (6) month period, the employee shall be deemed to have abandoned such position with the District and the benefits of this Section.

## **11. SPECIAL CIRCUMSTANCE LEAVES OF ABSENCE**

- a. Upon recommendation by the District Superintendent, the District may grant additional leaves of absence without compensation or other benefits. Special Circumstance Leaves may be granted for purposes which include but are not limited to
  - (1) Care for an immediate family member who is ill, (2) long term illness of the employee, (3) government service, or (4) hardship.
- b. Special Circumstance Leaves will only be granted when the employee evidences a definite interest to return to the District after the leave and shall not exceed one school year in duration for each application.
- c. Requests for Special Circumstance Leaves shall be made in writing to the Superintendent and, except in hardship or emergency cases, submitted no less than 30 days prior to the date on which the employee desires to begin the leave of absence. Requests will be presented to the Board of Education at the next regularly scheduled meeting.
- d. Employees granted a leave are expected to fulfill the purpose for which the leave was granted. An employee on a Special Circumstance Leave shall send written notification to the District of return date at least thirty (30) days prior to the expiration of the leave: If the employee fails to fulfill the purpose for which the leave was granted, except for reasons beyond the employee's control, or if the employee fails to so notify the District of the employee's expected return, such failure shall be considered abandonment by the employee of employment right and benefits with the District.
- e. Medical, dental and vision benefits shall be made available to the classified employee at her/his expense if the employee was eligible for these benefits during the pay period immediately preceding the leave.

## **12. MISCELLANEOUS**

- a. For purposes of this Agreement, the following terms shall have the following meaning:

- (i) “Suitable verification” shall mean a certificate from a health care provider as defined under the Family Medical Leave Act and/or the California Family Rights Act, provided, however, that whenever “suitable verification” or such a certificate is required, an appropriate substitute may be furnished by any employee who for religious reasons cannot furnish a certificate from a medical provider.
- (ii) Whenever reference is made to the return of an employee to the employee’s position within the District following a leave, such reference shall mean reinstatement in an assignment within the scope of the classification under which the employee was employed immediately prior to the leave.
- (iii) On any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

**1. GRIEVANCE:** For the purposes of this Agreement, a grievance shall be deemed to refer to a formal written allegation by an employee, or the Saratoga Classified Employees acting for itself with respect to a right granted to the Saratoga Classified Employees under this Agreement, that they have been adversely affected by an alleged violation of (1) a specific provision of this Agreement that is not expressly removed from the application of this article, or (2) a policy of the District's governing board, or (3) rules and regulations implementing District policies. In addition, no grievance may be brought with respect to any matter which is subject to the consent or approval of the District or within the discretion of the District under this Agreement.

**2. INFORMAL PROCEDURE:** Before an employee files a formal written grievance, the employee shall attempt to resolve the potential grievance through an informal conference with the employee's immediate supervisor.

#### **3. FORMAL PROCEDURE:**

##### a. LEVEL ONE

(i) Within ten (10) days after the occurrence of the act or omission which gives rise to the grievance, the grievant (i.e., the employee) shall present the grievance in written statement to the grievant's immediate supervisor

(ii) If the grievance is with one's immediate supervisor then it shall be taken to that supervisor's immediate supervisor.

##### b. LEVEL TWO

(i) In the event the grievant is not satisfied with the decision rendered at Level One, the grievant may appeal to the District Superintendent by delivering to the District Superintendent a written statement of such appeal within ten (10) days after the Level One decision is received.

(ii) Within ten (10) days after receiving the appeal, the District Superintendent shall communicate a written decision to the grievant.

(iii) If the grievance is with an employee's immediate supervisor and the employee submits the grievance directly to Level Two, the District Superintendent shall obtain a written statement regarding the grievance from the immediate supervisor. Such statement shall be furnished within five (5) days after receipt of the grievance so that the Superintendent may render his/her decision with respect to the grievance.

##### c. LEVEL THREE

(i) In the event the grievant is not satisfied with the decision rendered at Level Two, the grievant may appeal the decision to the District's governing board by delivering to the District Superintendent, in behalf of such Board, a written statement of such appeal within ten (10) days after the Level Two decision is

received. The governing board shall follow the same procedure as in Level Two. Copies of the determination shall be provided to the grievant, the District Superintendent, and the grievant's immediate supervisor. The decision of the District's governing board shall be final and binding upon all persons interested in the grievance, including the grievant and the Saratoga Classified Association; provided, however, that nothing herein contained shall abrogate any rights to further legal action which the grievant may have at law.

#### d. GENERAL

(i) The District shall make available appropriate forms for utilization in the origination and appealing of grievances. Failure by a grievant to utilize the appropriate forms or to act at any grievance level within the specified time shall result in an automatic denial of the grievance and of any and all rights the grievant may have pursuant to this Agreement or otherwise with respect to the act or omission which gave rise to the grievance or potential grievance.

(ii) Each written statement required to be given by the grievant of the grievance shall be clear and concise including reference to the provisions of this Agreement that are alleged to have been violated and the way in which the employee is alleged to have been adversely affected thereby, the circumstances involved, the decision rendered at the informal conference or previous grievance level and the specific remedy sought. Each such statement shall also be accompanied by a copy of all previous statements submitted by the grievant and all decisions rendered with respect to the grievance.

(iii) During the time provided at each level of this grievance procedure, either the grievant or the representative of the District involved at such level, may require a personal conference with the other.

(iv) If the representative of the District involved at a particular grievance level does not respond to the grievant within the time period provided for such response, the grievant may upon expiration of such time period appeal to the next level.

(v) "Day" as used in this grievance procedure shall be deemed to refer to a calendar day in which the District's central administrative offices are open for business.

(vi) Grievances may be initiated by:

a. the classified employee or employees directly affected, and

b. the Association in its own behalf as provided above. The Association may not initiate a grievance for an employee without the employee's consent.

(vii) Time limits for appeal and decisions provided at each level shall begin the day following receipt of the written decision by the parties in interest of the appeal.

(viii) All documents, communications and records dealing with the processing of a grievance will be filed as a separate part of the employee's personnel file.

(ix) Except as provided in this Article or by law, when a formal grievance has been filed, all proceedings shall be private and confidential. Prior to a final decision, no aspect of the grievance may be made public without the agreement of all parties concerned.

(x) Time limits given in these procedures may be modified by written agreement of all parties involved.

## ARTICLE XIX

### SAFETY

1. Each employee shall report to the employee's immediate supervisor as promptly as possible any condition, occurrence, procedure or practice which poses a threat to the health or safety of any student or other person associated in any way with the District. Such reports shall be made in duplicate on forms provided by the District, one copy being retained by the reporting employee. The District shall promptly investigate any such reports and take such action, within such time, as is appropriate in the circumstances.

2. The District and the employees shall cooperate by working together to maintain safe and healthful conditions in the employee's work areas of responsibility.

3. Qualified, trained personnel shall be the only people to provide and conduct hygiene procedures including but not limited to cleaning intermittent catheterization, feeding, drainage, feminine hygiene and bathroom needs. Employees shall not be requested or required to perform any hygiene procedure for a student, unless the employee has been trained by the district nurse, or, in absence of a district nurse, another medical professional in accordance with the Education Code. Applicants may be asked to be trained and/or provide medical and/or hygiene services if the expectation of being trained and providing medical and/or hygiene is disclosed in the job description. Employees may be required to attend training to be prepared to respond in an emergency situation. Such training shall be during the employee's work day or the employee shall receive compensation for training taken during non-working time.

a. Training for medical and hygiene procedures shall be provided by the District nurse in accordance with applicable law. The employee will be trained in the necessary procedures to a level of competence and safety which meets the objectives of the training as provided by applicable law and assessed by the District nurse. The District nurse will conduct a minimum of two assessments for each employee in each academic year.

b. Curriculum for the training will be established by the district nurse. This curriculum will be:

i. Updated annually

ii. Provided to each trained employee and each SCA representative one week prior to the first day of school for all continuing employees and at time of training for all new employees.

c. The District Nurse will provide documentation of training to Human Resources and certification of training to each employee trained.

## ARTICLE XX

### CONCERTED ACTIVITIES

1. During the term of this Agreement, there will be no strike, work stoppage, slowdown, picketing, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District, including compliance with the request of other labor organizations to engage in any such activity, by the Association or by its officers, agents, members or others it represents.

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

3. Employees should be held accountable for their behavior during any labor dispute. The district may take disciplinary action against any employee who engages in an unlawful concerted action or in unlawful behavior in an otherwise protected activity, taking into account the seriousness of the behavior and the district's efforts to rebuild relations following the withholding of services by employees. The District may also withhold salary and benefits from employees during a work stoppage and/or hire replacement and temporary employees to maintain District operations during a work stoppage.

## **ARTICLE XXI**

### **SCOPE AND SUPPORT OF AGREEMENT**

#### **1. SCOPE OF AGREEMENT**

This Agreement is intended to be and shall be a full settlement of all subjects, matters, and issues, which were the subject of meeting and negotiating by the parties and subjects, matters, and issues which are within the scope of representation as defined by the Educational Employment Relations Act. During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate, and agrees that the District shall not be obligated to meet and negotiate, with respect to any subject matter or issue, whether or not referred to or covered in this Agreement, even though such subject matters or issue may not have been within the knowledge or contemplation of either, or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn or settled in a manner adverse to or then adverse to the interests of the Association.

#### **2. SUPPORT OF AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process and shall act accordingly. Interest-based negotiations shall be the process preferred.

## **ARTICLE XXII**

### **SAVINGS CLAUSE**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision shall, to the extent required by law, be deemed to be invalid but all other provisions of this Agreement shall continue in full force and effect.

**Board of Trustees**

Scott Adler  
Eric Cao  
Cynthia Miller  
Melissa Stanis  
Phyllis Tung

**Superintendent**

Dr. Ken Geisick

**Saratoga Union School District Negotiating Team**

Kym Imai, Spokesperson  
Jean Aldrete  
Debbie Textor

**Saratoga Classified Association Negotiating Team**

Debb Dallas, Spokesperson  
Vinh Pham

# Appendix A

Saratoga Union School District  
2020 - 2021  
3,000 COLA

Step	Child Nutrition I	Child Nutrition Lead	Classroom Instructional Aide Leader 819	*See attachment A for hourly schedule to include vacation pay				Secretary	Warehouse Operator Assistant	Caretaker I	Caretaker	Caretaker II	Communicatively Impaired Aide	Registrar	Business Services Technician	Computer Technology Specialist	Mentorship I	Mentorship II	Data Coordinator	Mentorship III	Data Systems Administrator																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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1	3,103	3,249	3,171	3,023	3,116	3,171	3,092	3,116	3,241	3,391	4,193	4,290	4,399	4,502	4,602	4,703	4,808	4,916	5,027	5,141	5,259	5,381	5,507	5,636	5,768	5,903	6,040	6,180	6,323	6,469	6,618	6,770	6,924	7,080	7,238	7,399	7,563	7,730	7,899	8,070	8,243	8,418	8,595	8,774	8,955	9,138	9,323	9,509	9,697	9,887	10,079	10,273	10,469	10,667	10,867	11,069	11,273	11,479	11,686	11,895	12,105	12,317	12,531	12,747	12,964	13,183	13,403	13,625	13,848	14,073	14,299	14,526	14,755	14,985	15,216	15,448	15,682	15,917	16,153	16,391	16,630	16,870	17,112	17,355	17,600	17,846	18,093	18,342	18,592	18,843	19,095	19,348	19,602	19,857	20,113	20,370	20,628	20,887	21,147	21,408	21,670	21,933	22,197	22,462	22,728	23,000	23,273	23,547	23,822	24,098	24,375	24,653	24,932	25,212	25,493	25,775	26,058	26,342	26,627	26,913	27,200	27,489	27,779	28,070	28,362	28,655	28,950	29,246	29,543	29,841	30,140	30,440	30,741	31,043	31,346	31,650	31,955	32,261	32,568	32,876	33,185	33,495	33,806	34,118	34,431	34,745	35,060	35,376	35,693	36,011	36,330	36,650	36,971	37,293	37,616	37,940	38,265	38,591	38,918	39,246	39,575	39,905	40,236	40,568	40,901	41,235	41,570	41,906	42,243	42,581	42,920	43,260	43,601	43,943	44,286	44,630	44,975	45,321	45,668	46,016	46,365	46,715	47,066	47,418	47,771	48,125	48,480	48,836	49,193	49,551	49,910	50,270	50,631	50,993	51,356	51,720	52,085	52,451	52,818	53,186	53,555	53,925	54,296	54,668	55,041	55,415	55,790	56,166	56,543	56,921	57,299	57,678	58,058	58,439	58,821	59,204	59,588	59,973	60,359	60,746	61,134	61,523	61,913	62,304	62,696	63,089	63,483	63,878	64,274	64,671	65,069	65,468	65,868	66,269	66,671	67,074	67,478	67,883	68,289	68,696	69,104	69,513	69,923	70,334	70,746	71,159	71,573	71,988	72,404	72,821	73,239	73,658	74,078	74,499	74,921	75,344	75,768	76,193	76,619	77,046	77,474	77,903	78,333	78,764	79,196	79,629	80,063	80,498	80,934	81,371	81,809	82,248	82,688	83,129	83,571	84,014	84,458	84,903	85,349	85,796	86,244	86,693	87,143	87,594	88,046	88,499	88,953	89,408	89,864	90,321	90,780	91,240	91,701	92,163	92,626	93,090	93,555	94,021	94,488	94,956	95,425	95,895	96,366	96,838	97,311	97,785	98,260	98,736	99,213	99,691	100,170	100,650	101,131	101,613	102,096	102,580	103,065	103,551	104,038	104,526	105,015	105,505	105,996	106,488	106,981	107,475	107,970	108,466	108,963	109,461	109,960	110,460	110,961	111,463	111,966	112,470	112,975	113,481	113,988	114,496	115,005	115,515	116,026	116,538	117,051	117,565	118,080	118,596	119,113	119,631	120,150	120,670	121,191	121,713	122,236	122,760	123,285	123,811	124,338	124,866	125,395	125,925	126,456	126,988	127,521	128,055	128,590	129,126	129,663	130,201	130,740	131,280	131,821	132,363	132,906	133,450	133,995	134,541	135,088	135,636	136,185	136,735	137,286	137,838	138,391	138,945	139,500	140,056	140,613	141,171	141,730	142,290	142,851	143,413	143,976	144,540	145,105	145,671	146,238	146,806	147,375	147,945	148,516	149,088	149,661	150,235	150,810	151,386	151,963	152,541	153,120	153,700	154,281	154,863	155,446	156,030	156,615	157,201	157,788	158,376	158,965	159,555	160,146	160,738	161,331	161,925	162,520	163,116	163,713	164,311	164,910	165,510	166,111	166,713	167,316	167,920	168,525	169,131	169,738	170,346	170,955	171,565	172,176	172,788	173,401	174,015	174,630	175,246	175,863	176,481	177,099	177,719	178,340	178,962	179,585	180,209	180,834	181,460	182,087	182,715	183,344	183,974	184,605	185,237	185,870	186,504	187,139	187,775	188,412	189,050	189,689	190,329	190,970	191,612	192,255	192,900	193,546	194,193	194,841	195,490	196,140	196,791	197,443	198,096	198,750	199,405	200,061	200,718	201,376	202,035	202,695	203,356	204,018	204,681	205,345	206,010	206,676	207,343	208,011	208,680	209,350	210,021	210,693	211,366	212,040	212,715	213,391	214,068	214,746	215,425	216,105	216,786	217,468	218,151	218,835	219,520	220,206	220,893	221,581	222,270	222,960	223,651	224,343	225,036	225,730	226,425	227,121	227,818	228,516	229,215	229,915	230,616	231,318	232,021	232,725	233,430	234,136	234,843	235,551	236,260	236,970	237,681	238,393	239,106	239,820	240,535	241,251	241,968	242,686	243,405	244,125	244,846	245,568	246,291	247,015	247,740	248,466	249,193	249,921	250,650	251,380	252,111	252,843	253,576	254,310	255,045	255,781	256,518	257,256	257,995	258,735	259,476	260,218	260,961	261,705	262,450	263,196	263,943	264,691	265,440	266,190	266,941	267,693	268,446	269,200	269,955	270,711	271,468	272,226	272,985	273,745	274,506	275,268	276,031	276,795	277,560	278,326	279,093	279,861	280,630	281,400	282,171	282,943	283,716	284,490	285,265	286,041	286,818	287,596	288,375	289,155	289,936	290,718	291,501	292,285	293,070	293,856	294,643	295,431	296,220	297,010	297,801	298,593	299,386	300,180	300,975	301,771	302,568	303,366	304,165	304,965	305,766	306,568	307,371	308,175	308,980	309,786	310,593	311,401	312,210	313,020	313,831	314,643	315,456	316,270	317,085	317,901	318,718	319,536	320,355	321,175	321,996	322,818	323,641	324,465	325,290	326,116	326,943	327,771	328,600	329,430	330,261	331,093	331,926	332,760	333,595	334,431	335,268	336,106	336,945	337,785	338,626	339,468	340,311	341,155	342,000	342,846	343,693	344,541	345,390	346,240	347,091	347,943	348,796	349,650	350,505	351,361	352,218	353,076	353,935	354,795	355,656	356,518	357,381	358,245	359,110	359,976	360,843	361,711	362,580	363,450	364,321	365,193	366,066	366,940	367,815	368,691	369,568	370,446	371,325	372,205	373,086	373,968	374,851	375,735	376,620	377,506	378,393	379,281	380,170	381,060	381,951	382,843	383,736	384,630	385,525	386,421	387,318	388,216	389,115	390,015	390,916	391,818	392,721	393,625	394,530	395,436	396,343	397,251	398,160	399,070	399,981	400,893	401,806	402,720	403,635	404,551	405,468	406,386	407,305	408,225	409,146	410,068	410,991	411,915	412,840	413,766	414,693	415,621	416,550	417,480	418,411	419,343	420,276	421,210	422,145	423,081	424,018	424,956	425,895	426,835	427,776	428,718	429,661	430,605	431,550	432,496	433,443	434,391	435,340	436,290	437,241	438,193	439,146	440,100	441,055	442,011	442,968	443,926	444,885	445,845	446,806	447,768	448,731	449,695	450,660	451,626	452,593	453,561	454,530	455,500	456,471	457,443	458,416	459,390	460,365	461,341	462,318	463,296	464,275	465,255	466,236	467,218	468,201	469,185	470,170	471,156	472,143	473,131	474,120	475,110	476,101	477,093	478,086	479,080	480,075	481,071	482,068	483,066	484,065	485,065	486,066	487,068	488,071	489,075	490,080	491,085	492,091	493,098	494,105	495,113	496,122	497,131	498,141	499,151	500,162	501,173	502,184	503,195	504,207	505,219	506,232	507,245	508,258	509,271	510,285	511,299	512,313	513,328	514,343	515,358	516,373	517,388	518,403	519,418	520,433	521,448	522,463	523,478	524,493	525,508	526,523	527,538	528,553	529,568	530,583	531,598	532,613	533,628	534,643	535,658	536,673	537,688	538,703	539,718	540,733	541,748	542,763	543,778	544,793	545,808	546,823	547,838	548,853	549,868	550,883	551,898	552,913	553,928	554,943	555,958	556,973	557,988	558,003	559,018	560,033	561,048	562,063	563,078	564,093	565,108	566,123	567,138	568,153	569,168	570,183	571,198	572,213	573,228	574,243	575,258	576,273	577,288	578,303	579,318	580,333	581,348	582,363	583,378	584,393	585,408	586,423	587,438	588,453	589,468	590,483	591,498	59



Saratoga Union School District  
Classified Specialist  
2020 - 2021

**3.00% COLA increase**

Step	Classified OT Specialist	Behavior Specialist as of 7/1/2020
1	69,371	74,593
2	70,758	76,084
3	73,588	79,128
4	76,532	82,293
5	79,593	85,585
6	82,777	89,008
7	86,088	92,568
8	89,531	96,271
9	93,113	100,122
10	96,837	104,127
11	100,711	108,292
	186 Work Days	200 Work Days

\*\$1,300 per year will be paid for each Masters or Doctorate



SARATOGA USD  
 AIDES Hourly Rates w/Vacation Added  
 2021 - 2022  
 3.00% COLA

Step	Cism Instruct. Aide/Act. Leader		Cism Instruct. Aide/Act. Leader		Special Ed. Aide		Special Ed. Aide		Special Ed. Aide w. Hyg.		Special Ed. Aide w. Hyg.		Inst. Aide Sp./Sch Adm		Inst. Aide Sp./Sch Adm		Inst. Aide Sp./Sch Adm		Middle School Health Aide		Middle School Health Aide		Middle School Health Aide		Comm. Impaired Aide		Comm. Impaired Aide		Comm. Impaired Aide				
	Base	Vaca.	Rate	Rate	Base	Vaca.	Rate	Rate	Base	Vaca.	Rate	Rate	Base	Vaca.	Rate	Rate	Base	Vaca.	Rate	Base	Vaca.	Rate	Base	Vaca.	Rate	Base	Vaca.	Rate	Base	Vaca.	Rate		
1	19.95	0.80	20.75	20.85	20.85	0.83	21.68	21.90	23.00	0.88	22.78	23.91	23.10	0.88	22.88	23.33	0.93	24.26	27.24	1.09	28.33	27.24	1.09	28.33	27.24	1.09	28.33	27.24	1.09	28.33	27.24	1.09	28.33
2	20.95	0.84	21.79	21.89	21.89	0.88	22.77	23.00	24.14	0.92	23.91	25.11	24.26	0.92	24.02	24.50	0.98	25.48	28.60	1.14	29.75	28.60	1.14	29.75	28.60	1.14	29.75	28.60	1.14	29.75	28.60	1.14	29.75
3	21.99	0.88	22.87	22.99	22.99	0.92	23.91	24.14	25.11	0.97	25.11	26.37	25.26	0.97	25.23	25.72	1.03	26.75	30.03	1.20	31.23	30.03	1.20	31.23	30.03	1.20	31.23	30.03	1.20	31.23	30.03	1.20	31.23
4	23.09	0.92	24.02	24.14	24.14	0.97	25.10	25.35	26.35	1.01	26.37	27.63	25.47	1.02	26.49	27.01	1.08	28.09	31.53	1.26	32.80	31.53	1.26	32.80	31.53	1.26	32.80	31.53	1.26	32.80	31.53	1.26	32.80
5	24.25	0.97	25.22	25.34	25.34	1.01	26.36	26.62	27.62	1.06	27.68	29.05	26.74	1.07	27.81	28.36	1.13	29.49	33.11	1.32	34.43	33.11	1.32	34.43	33.11	1.32	34.43	33.11	1.32	34.43	33.11	1.32	34.43
6	25.46	1.27	26.73	26.61	26.61	1.33	27.94	27.95	27.95	1.40	29.35	30.82	28.08	1.40	29.48	29.78	1.49	31.26	34.77	1.74	36.50	34.77	1.74	36.50	34.77	1.74	36.50	34.77	1.74	36.50	34.77	1.74	36.50
7	25.46	1.27	26.73	26.61	26.61	1.33	27.94	27.95	27.95	1.40	29.35	30.82	28.08	1.40	29.48	29.78	1.49	31.26	34.77	1.74	36.50	34.77	1.74	36.50	34.77	1.74	36.50	34.77	1.74	36.50	34.77	1.74	36.50
8	26.73	1.34	28.07	27.94	27.94	1.40	29.34	29.35	29.35	1.47	30.82	32.33	29.48	1.47	30.96	31.26	1.56	32.83	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33
9	26.73	1.34	28.07	27.94	27.94	1.40	29.34	29.35	29.35	1.47	30.82	32.33	29.48	1.47	30.96	31.26	1.56	32.83	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33
10	26.73	1.34	28.07	27.94	27.94	1.40	29.34	29.35	29.35	1.47	30.82	32.33	29.48	1.47	30.96	31.26	1.56	32.83	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33
11	26.73	1.34	28.07	27.94	27.94	1.40	29.34	29.35	29.35	1.47	30.82	32.33	29.48	1.47	30.96	31.26	1.56	32.83	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33	36.50	1.83	38.33
12	28.07	1.68	29.76	29.34	29.34	1.76	31.10	30.82	30.82	1.85	32.66	34.19	30.96	1.86	32.81	32.83	1.97	34.80	38.33	2.30	40.63	38.33	2.30	40.63	38.33	2.30	40.63	38.33	2.30	40.63	38.33	2.30	40.63
13	28.42	1.71	30.13	29.70	29.70	1.78	31.49	31.20	31.20	1.87	33.07	34.64	31.34	1.88	33.22	33.24	1.99	35.23	38.81	2.33	41.14	38.81	2.33	41.14	38.81	2.33	41.14	38.81	2.33	41.14	38.81	2.33	41.14
14	28.78	1.73	30.50	30.08	30.08	1.80	31.88	31.59	31.59	1.90	33.49	34.96	31.73	1.90	33.64	33.65	2.02	35.67	39.29	2.36	41.65	39.29	2.36	41.65	39.29	2.36	41.65	39.29	2.36	41.65	39.29	2.36	41.65
15	29.14	1.75	30.89	30.45	30.45	1.83	32.28	31.99	31.99	1.92	33.90	35.37	32.13	1.93	34.06	34.07	2.04	36.12	39.78	2.39	42.17	39.78	2.39	42.17	39.78	2.39	42.17	39.78	2.39	42.17	39.78	2.39	42.17
16	29.50	1.77	31.27	30.83	30.83	1.85	32.68	32.39	32.39	1.94	34.33	35.80	32.53	1.95	34.49	34.50	2.07	36.57	40.28	2.42	42.70	40.28	2.42	42.70	40.28	2.42	42.70	40.28	2.42	42.70	40.28	2.42	42.70
17	29.87	1.79	31.66	31.22	31.22	1.87	33.09	32.79	32.79	1.97	34.76	36.23	32.94	1.98	34.92	34.93	2.10	37.03	40.79	2.45	43.23	40.79	2.45	43.23	40.79	2.45	43.23	40.79	2.45	43.23	40.79	2.45	43.23
18	30.24	1.81	32.06	31.61	31.61	1.90	33.50	33.20	33.20	1.99	35.19	36.66	33.35	2.00	35.35	35.37	2.12	37.49	41.30	2.48	43.77	41.30	2.48	43.77	41.30	2.48	43.77	41.30	2.48	43.77	41.30	2.48	43.77
19	30.62	1.84	32.46	32.00	32.00	1.92	33.92	33.62	33.62	2.02	35.63	37.10	33.77	2.03	35.79	35.81	2.15	37.96	41.81	2.51	44.32	41.81	2.51	44.32	41.81	2.51	44.32	41.81	2.51	44.32	41.81	2.51	44.32
20	31.00	1.86	32.87	32.40	32.40	1.94	34.35	34.04	34.04	2.04	36.08	37.57	34.19	2.05	36.24	36.26	2.18	38.43	42.33	2.54	44.87	42.33	2.54	44.87	42.33	2.54	44.87	42.33	2.54	44.87	42.33	2.54	44.87
21	31.39	1.88	33.28	32.81	32.81	1.97	34.78	34.46	34.46	2.07	36.53	38.06	34.62	2.08	36.70	36.71	2.20	38.91	42.86	2.57	45.44	42.86	2.57	45.44	42.86	2.57	45.44	42.86	2.57	45.44	42.86	2.57	45.44
22	31.78	1.91	33.69	33.22	33.22	1.99	35.21	34.89	34.89	2.09	36.98	38.47	35.05	2.10	37.15	37.17	2.23	39.40	43.40	2.60	46.00	43.40	2.60	46.00	43.40	2.60	46.00	43.40	2.60	46.00	43.40	2.60	46.00
23	32.18	1.93	34.11	33.63	33.63	2.02	35.65	35.33	35.33	2.12	37.45	38.84	35.49	2.13	37.62	37.63	2.26	39.89	43.94	2.64	46.58	43.94	2.64	46.58	43.94	2.64	46.58	43.94	2.64	46.58	43.94	2.64	46.58
24	32.58	1.96	34.54	34.05	34.05	2.04	36.10	35.77	35.77	2.15	37.92	39.23	35.93	2.16	38.09	38.10	2.29	40.39	44.49	2.67	47.16	44.49	2.67	47.16	44.49	2.67	47.16	44.49	2.67	47.16	44.49	2.67	47.16
		Noon Duty Supervisor/Lunch Money Collection																															
				\$16.00																													

Saratoga Union School District  
Classified Specialist  
2021 - 2022

**3.00% COLA increase**

Step	Classified OT Specialist	Behavior Specialist as of 7/1/2020
1	71,452	76,831
2	72,881	78,367
3	75,796	81,502
4	78,828	84,762
5	81,981	88,153
6	85,261	91,679
7	88,671	95,346
8	92,218	99,160
9	95,907	103,126
10	99,743	107,251
11	103,733	111,541
	186 Work Days	200 Work Days

\*\$1,300 per year will be paid for each Masters or Doctorate





Saratoga Union School District  
 Classified Specialist  
 2022 - 2023

**3.00% COLA increase**

Step	Classified OT Specialist	Behavior Specialist as of 7/1/2020
1	73,596	79,136
2	75,067	80,719
3	78,070	83,947
4	81,193	87,305
5	84,441	90,798
6	87,818	94,429
7	91,331	98,207
8	94,984	102,135
9	98,784	106,220
10	102,735	110,469
11	106,844	114,888
	186 Work Days	200 Work Days

\*\$1,300 per year will be paid for each Masters or Doctorate

## Appendix B

### Holiday List-Classified Employees

Holidays		12 Month	11 Month	10.5 Months	10 Month
Independence Day	July 4	1	0	0	0
Labor Day	First Monday in September	1	1	1	1
Veteran's Day	November 11	1	1	1	1
Thanksgiving	Thanksgiving Day and the Friday immediately afterward	2	2	2	2
Christmas	December 24, 25, 26 or as described below.	3	3	3	3
New Year's	December 31 and January 1 or as described below.	2	2	2	1.5
Martin Luther King Day	3rd Monday of January	1	1	1	1
Washington Birthday	Monday of February Break (Usually President's Day Observed)	1	1	1	1
Lincoln's Birthday	One additional day during February Break	1	1	1	1
Memorial Day	Last Monday of May	1	1	1	1

#### Optional Floating Days

Admission Day	Float	1	1	1	1
Spring Break Day	Float	1	1	1	0.5
Optional Day	Float	1	1	0	0

TOTAL 17 16 15 14

#### December and New Years:

Monday, Tuesday, and/or Wednesday immediately following the designated dates if any of the days are on a weekend.

Example 1: Dec. 25 and 26 are on Saturday and Sunday. The Holiday dates would be Friday, Dec. 24, and Monday and Tuesday, Dec. 27 and 28.

Example 2: Dec. 31 is on a Friday. The Holiday dates would be Friday, Dec. 31 and Monday, January 3.

Hourly employees will receive holiday pay if the employee is on the payroll before the holiday occurs or within five (5) working days after the holiday. Holiday pay will be calculated using each employee's contracted work week divided by five (5).

**Additional Holidays:** Every day declared as a public holiday and which by operation of the State Education Code must be recognized as a paid holiday for classified employees, or any day declared as a holiday by the Governing Board under Education Code sections 37220B and 37222 or their successors, shall be paid as a holiday for all employees in the bargaining unit. Permanent regularly scheduled holidays shall be added to the above list when the contract is next amended. School breaks, except cited above, shall not be considered holidays.

Optional Floating Days may be taken on any regular work day when school is *not* in session. Supervisors must be informed before taking it.

## Appendix C

### Vacation Table-Classified Employees

#### ARTICLE XIV, Section 3 (CLASSIFIED CONTRACT)

a. Other classified employees (including secretaries hired after 7/1/00) shall be eligible for a vacation each fiscal year with pay as follows:

0-3 years (0-36 months)	1.0 day earned per month
More than 3 yrs, but less than 6 yrs. (37-72 months)	1.33 days earned per month
More than 6 yrs, but less than 10 yrs. (73-120 months)	1.50 days earned per month
10 yrs and above (121 months or more)	1.67 days earned per month

B. Subject to approval, employees who have been in the service of the District five years or more may carry the maximum of five vacation days from one year to the following year when they shall be used. Accumulated vacation days must be used within the following fiscal year. Vacation schedules must have prior approval by the employee's site administrator. Maintenance and Operations employees will also seek approval from the Maintenance and Operations Director. Child Nutrition Technicians will seek approval from the Child Nutrition Supervisor.

c. Persons employed on less than a twelve month basis are entitled to paid vacation on a pro-rated basis.

POSITION	months Worked per year	VACATION PAID OR CARRIED OVER
Child Nutrition I	10	Paid out on June 30th*
Child Nutrition Lead	10	Paid out on June 30th*
Classroom Instructional Aide	10	Vacation added to hrly rate
Communicatively Impaired Aide	10	Vacation added to hrly rate
Instruction Aide Specialist/School Adm. Aide	10	Vacation added to hrly rate
Library Technician	10	Vacation added to hrly rate
Special Education Aide	10	Vacation added to hrly rate
Special Education Aide w/Hygiene	10	Vacation added to hrly rate
Secretary	10.5	Paid out on June 30th*
Adm. Sec. (G.F.)	11	Paid out on June 30th*
Administrative Assistant to Principal/Registrar	11	Paid out on June 30th*
Computer Technology Specialist	11	Paid out on June 30th*
Custodian	12	Carry over no more than 1 yr.
Gardner I	12	Carry over no more than 1 yr.
Gardner II/Maintenance I/Student Data Sec.	12	Carry over no more than 1 yr.
Maintenance II/Maintenance III	12	Carry over no more than 1 yr.
Warehouse Lead	12	Carry over no more than 1 yr.
Warehouse Operations Assistant	12	Carry over no more than 1 yr.

\* Paid out unless Payroll Office notified of Employee request to roll over up to 5 days before close End of Year Payroll.

## Appendix D

### Catastrophic Sick Leave

a. Unit members may donate accrued sick leave in full day increments to another bargaining unit member for use by that member as paid sick leave in full or half-day increments, pursuant to the requirements of this section. Donated sick leave is to be utilized after a unit member has exhausted his/her accrued sick leave and prior to utilization of “differential leave”.

b. Eligibility for Using Donated Time

- i. The member must have exhausted all accrued sick leave under section 1.a. of this Article.
- ii. The member must be off work (not rendering service to the District) for the purpose of caring for a catastrophic illness or injury to the member of his/her parent, child, or spouse/domestic partner.

c. Catastrophic Illness or Injury Definition: As used in this Article, catastrophic illness or injury means an illness, injury, impairment, or physical or mental condition limited to the following:

- i. Illness or injury that is expected to incapacitate the unit member, or his/her spouse/domestic partner, or child for twenty (20) or more duty days, and which require the unit member to take time off from work due to his/her incapacity or to act as the primary caregiver. As a consequence, the member will suffer financial hardship due to exhaustion of all his/her accrued sick leave.
- ii. Twenty (20) or more days of incapacity or treatment in connection with, or subsequent to, in-patient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility.
- iii. Continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a more severe incapacity.

d. Certification of Need for Leave

In all cases involving the need for a leave due to a catastrophic illness or injury, unit members must provide certification from a health care provider regarding (1) the date on which the catastrophic illness or injury commenced and (2) the probable duration of the condition.

In cases where the leave is for the member's own catastrophic illness or injury, certification will also include a statement that the member is unable to perform the function(s) of his/her position.

In cases where the leave is for a catastrophic illness or injury of the member's parent, child, or spouse/domestic partner, certification shall include an estimate of the amount of time the unit member will require to be off-work to care for the child, parent, or spouse/domestic partner. This statement shall also include a note from the health care provider that the unit member's participation to provide care is warranted during the period of treatment of the catastrophically ill

or injured member of the immediate family (i.e., parent, child, or spouse/domestic partner of the member).

e. Limitations on Donation/Utilization: The following limitations apply to the maximum number of accrued sick leave days that may be donated and utilized under this section.

- i. A unit member may not donate days if this would result in his/her accrued sick leave balance dropping below twenty (20) days.
- ii. A unit member may not receive or utilize more than sixty (60) donated days for each catastrophic illness or injury without Committee (defined in section 1.f.) review and approval.

In no event shall utilization of donated days result in a unit member receiving more than 100% of his/her regular per diem salary.

f. Joint Committee: There shall be a joint Catastrophic Illness and Injury Leave Committee (“Committee”) comprised of four (4) members, with two (2) appointed by each party.

- i. The Committee will make decisions by consensus. If this is not possible, a District Committee member will cast an additional tie-breaking vote in even numbered years, and a SCA Committee member shall do so in odd numbered years, based on initial filing date.
- ii. The Committee shall inform members on a case-by-case basis when the need for donated time arises.

g. Procedure for Donations

- i. SCA shall inform members on a case-by-case basis when the need for donated time arises and collect and process completed donation forms.
- ii. shall deliver the donation forms to Human Resources for recording. Committee members shall authorize donations in writing, signed, and dated.
- iii. The Committee shall compile the list of donated time in order of donations received.
- iv. Once the first-round list is received by the Committee, no more donations will be added. In the event more donations are needed, the process shall repeat itself.
- v. The Committee’s deliberations, discussions and processes shall remain strictly confidential and its decisions shall not be subject to challenge through the contractual grievance process or any other appeal.

h. Utilization of Days

- i. Donated days shall be applied to the receiving unit member’s compensation at the end of each pay period.
- ii. Donated days shall apply on a day for day basis (one (1) day donated equals one (1) day of catastrophic illness or injury leave). Receiving unit members may utilize donated days in one-half day increments.
- iii. Donated days shall be utilized in the order received, one day at a time per donor, on a rotating basis as needed.
- iv. Donor members on the list whose days were not used will have their original authorization forms returned to them as a confirmation that their donated days were not used.

i. Former Catastrophic Leave Bank Balance: Days donated by unit members employed by the District as of July 1, 2021 into the Catastrophic Leave Bank pursuant to Appendix D of the 2020-2021 negotiated Agreement shall be returned to such unit members effective July 1, 2021.

## Appendix E

### **RETIREMENT PLANS OFFERED BY SUSD TO CLASSIFIED EMPLOYEES**

#### General Guidelines

- \* Years served immediately prior to retirement must be the FTE of 10 consecutive years.
- \* Employees may choose to defer any of the plan benefits below for up to 5 years. When the employee chooses to activate this benefit, the amount paid will be the rate that was paid for the first 5-year period had the employee elected coverage beginning at the time of retirement. At no time will the benefits exceed 5 years or to age 65.
- \* Dependent coverage will end with the demise of the retiree.
- \* Plans are based on cumulative FTE for total SUSD service. Only FTE earned during the years eligible for health and welfare benefits will be included.
- \* District approved leave of absence shall not be considered a break in service.

#### PLAN A

- \* Age 55 with a minimum of 10 years FTE of SUSD service.
- \* Retiree will receive 5 years or to age 65 (or Medicare eligible) whichever comes first of reduced benefits contribution.
- \* For the eligibility period (see above) the retiree will receive:
  1. Entitlement will be the Kaiser single rate plus dental and vision
  2. Balance of selected health and welfare benefits will be paid by the retiree.
  3. Retiree living out of the area will submit proof of payment from the medical provider for other amount up to the current negotiated for Kaiser single rate plus dental and vision.
  4. Retiree is eligible to select and pay for health and welfare benefits after eligibility period based on current negotiated offering for an active employee.

#### PLAN B

- \* Age 55 with a minimum of 15 years FTE of SUSD service.
- \* Retiree will receive 5 years or to age 65 (or Medicare eligible) whichever comes first of reduced benefits contribution.
- \* For the eligibility period (see above) the retiree will receive:
  1. Entitlement will be the PPO single rate plus dental and vision
  2. Balance of selected health and welfare benefits will be paid by the retiree.
  3. Retiree living out of the area will submit proof of payment from the medical provider for the amount up to the current negotiated offerings for PPO single rate.
  4. Retiree is eligible to select and pay for health and welfare benefits after eligibility period based on current negotiated offering for an active employee.

#### PLAN C

- \* Age 55 with a minimum of 20 years FTE of SUSD service.
- \* Retiree will receive the current, full, active employee negotiated health and welfare benefits for 5 years or to age 65 (or Medicare eligible) whichever comes first.
- \* Retiree living out of the area will submit proof of payment from the medical provider for the amount up to the current negotiated offering for an active employee.
- \* Retiree is eligible to select and pay for health and welfare benefits after eligibility period based on current negotiated offering for an active employee.

## Appendix F

Saratoga Union School District  
Classified Employee Evaluation

Name	Date			
Job Title	SCHOOL/DEPARTMENT			
	<b>Effective</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>	<b>NA</b>
<b>1. QUALITY OF WORK</b>				
Accuracy				
Organization				
Carries out responsibilities				
Meets deadlines				
Quantity of work				
Uses good judgment				
<b>2. WORK HABITS</b>				
Dependable				
Punctual				
Makes good use of time				
Follows procedures				
Care of equipment				
Receptive to new ideas and work methods				
Complies with oral instructions				
Appearance of <u>work station</u>				
<b>3. RELATIONSHIP WITH PEOPLE</b>				
Tactful				
Works well with others				
Willing to help others				
Cheerful/Congenial				
<b>4. INITIATIVE</b>				
Self-Reliance				
Decisive				
Resourceful (Initiates new operations)				
Accepts responsibility				
Proceeds with minimum supervision				
Enthusiastic				



**Definitions**