

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SANTA PAULA UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 891

July 1, 2022 - June 30, 2025

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I.

RECOGNITION

1.1 Recognition Agreement

The Santa Paula Unified School District (SPUSD) recognizes the California School Employees Association (CSEA) and its Chapter #891 as the exclusive representative for the unit of classified employees holding positions described in the list of classifications in section 1.1.1 below.

1.1.1 The CSEA unit shall include all regularly employed full-time and part-time classified employees in the following classifications:

- Accounting Assistant – Child Nutrition Services
- Accounting Attendance Specialist
- Accounting Technician
- Administrative Assistant I
- Administrative Assistant II
- After School Program Leader
- ASB Accounting Technician
- Aspire Office Assistant
- Attendance Specialist
- Attendance Technician
- Campus Safety Assistant
- Campus Security Officer
- Campus Supervision Assistant
- Child Nutrition Services Assistant I
- Child Nutrition Services Assistant II
- Child Nutrition Services Satellite Lead
- Child Nutrition Services Site Lead – Elementary
- Child Nutrition Services Site Lead – High School
- Child Nutrition Services Site Lead – Middle School
- College and Career Guidance Specialist
- Computer Technician

Custodian
Data Services Specialist
Database Analyst
Enrollment and Records Specialist – Bilingual
Executive Assistant
Grounds Maintenance Worker
Guidance Assistant – Bilingual
Guidance Technician – Bilingual
Health Specialist
Human Resources Assistant - Classified
Instructional Assistant
Instructional Assistant – After School Program
Instructional Assistant – After School Program – Bilingual
Instructional Assistant – Bilingual
Instructional Assistant – Severely Disabled
Instructional Assistant – Severely Disabled – Bilingual
Instructional Assistant – Special Education
Instructional Assistant – Special Education – Bilingual
Instructional Assistant – Specialized Health Needs – Bilingual
Instructional Assistant – Speech – Bilingual
Lead Campus Security Officer
Lead Custodian
Library/Media Specialist
Library/Textbook Technician
Locker Room Attendant
Maintenance and Operations Administrative Assistant
Migrant Education Program Assistant - Bilingual
Migrant Education Program Recruiter - Bilingual
Network Technician
Nutrition Specialist
Occupational Therapist
Office Assistant
Outreach Specialist – Bilingual

Resource Services Specialist – Music
Resource Services Specialist – P.E.
School Administrative Assistant I
School Administrative Assistant II
School Administrative Assistant III
School Office Assistant
Skilled Maintenance Worker I
Skilled Maintenance Worker II
Special Education Bus Attendant
Special Program Assistant – Bilingual
Specialized Health Care Technician/Licensed Vocational Nurse
Speech and Language Pathology Assistant
Speech and Language Pathology Assistant – Bilingual
Student Store Clerk
Substitute Placement Clerk
Warehouse Worker/Delivery Driver
Web and Media Specialist – Bilingual

1.2 All newly created positions except those that are lawfully certificated, management, confidential, or supervisory shall be assigned to the bargaining unit and CSEA and its chapter #891 shall be notified.

1.3 The District shall notify CSEA and its chapter #891 of actions to establish supervisory, management and confidential positions. Disputes arising from the Board designation of supervisory, management, and confidential positions shall be resolved by mutual agreement or through the procedures of the Public Employment Relations Board (PERB).

1.3.1 Current Confidential positions are as follows:

Executive Assistant – Business Services
Executive Assistant to the Superintendent
Employee Benefits Technician
Human Resources Analyst – Certificated
Human Resources Analyst – Classified

II.

ASSOCIATION RIGHTS

2.1 Business and Activities: All Association business activities will be conducted by members of the bargaining unit or CSEA and its Chapter #891 officials outside established working hours and may be conducted on District property. The exceptions are for grievance processing and representation of the membership by CSEA and its Chapter #891 officials when requested by a member in cases of disciplinary meetings or investigations. For purposes of this Article, "working hours" do not include an employee's lunch time and break time.

2.1.1 Unit members whose work shift does not allow them to attend the monthly chapter meeting or special meetings such as ratifications shall be granted release time to attend. They shall notify their supervisor at least twenty-four (24) hours in advance and sign an attendance roster verifying attendance at the meeting. They shall be responsible for working whatever time is needed to complete their regular duties. Such makeup time shall not exceed the amount of time taken off to attend the meeting.

2.2 Use of Facilities: CSEA and its Chapter #891 may use facilities, subject to availability at the time of the request, by submitting a Request of School Facility Use form to the Business Office or designee. Request shall be made with a minimum of two (2) business days' advance notice. CSEA and its Chapter #891 agree to leave the meeting room in good order. The District will respond to the requestor within one (1) business day with a decision on the request. If the District denies the request, it shall provide alternate and available facilities.

2.2.1 CSEA and its Chapter #891 may use the District mailboxes, intra-District mail services, bulletin board spaces, and other means of communication for the purposes of communicating with its membership. Each site shall maintain a mail box for each classified employee. The boxes shall be updated every year to stay current with staffing.

2.2.2 The District shall designate a bulletin board for CSEA and its Chapter #891 at each work site. The location of the bulletin board shall be in a

place that is both visible to and accessible by bargaining unit members.

2.2.3 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and identification of the organization together with designated authorization by the CSEA Chapter #891 President or the State Association.

2.2.4 CSEA and its Chapter #891 may use the District's email communications systems for union business and general membership communication.

2.2.4.1 Unit members shall not use District email for the purpose of discussing or exchanging information, opinions, or ideas regarding CSEA business during assigned work hours.

2.3 Job Representatives: The Association shall have the right to designate job representatives such as Job Stewards and Site Representatives. The name and site to which the representative is assigned shall be reported in writing to the District upon his/her election or appointment. The list shall also include the names of the Chapter officers and negotiating team members.

2.3.1 No more than one (1) representative will be assigned or released to represent a unit member at any one time. A second representative will be permitted if he/she is in training and the Association provides at least two (2) hours' advance notice.

2.3.2 The above shall not limit the number of witnesses the unit member may have at a hearing. Witnesses may not be called in groups of more than two (2) except if the hearing location is outside the city limits.

2.4 Discrimination: Neither the District nor CSEA and its Chapter #891 shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of their exercise of rights to engage in or not engage in CSEA activity.

2.5 CSEA Conference: The District will grant paid release time of up to twenty-five (25) days for Association delegates to attend the CSEA annual conference during each year this Agreement is in effect. The Association may allocate the use of the days as it deems appropriate.

2.6 Distribution of Contract: Within thirty (30) workdays after the acceptance of the Agreement, electronic copies of all agreements, side letter/memorandums of understanding, and/or addenda thereto between the parties, shall be posted

on the District's website under Classified Human Resources. "Hard" copies of the Agreement shall be provided to Association members upon request. The cost of "hard" copies shall be borne by the District and may be requested at any time of the year.

- 2.7 New Employee Orientation: When new unit members are hired into the District, CSEA and its Chapter #891 shall be allowed to do a thirty (30) minute presentation to the new unit member(s) about CSEA and its Chapter #891 and distribute materials associated with the Chapter and the State Association.
- 2.8 Release Time: CSEA and its Santa Paula Chapter #891 shall have up to one hundred and twenty (120) hours of paid release time per contract year for the Executive Board/ Negotiating team members for the purpose of conducting internal Association business. "Internal Association business" means those activities relating to the operation of the chapter. CSEA shall provide reasonable advance notice to the immediate supervisor and the Superintendent or designee by email of the date and the duration of paid release time to be used as well as completing an Absence Notification Form citing "Union Business" and reporting the paid release time to the call-in system. In the school year prior to the expiration of a three-year (3) contract agreement, the Association shall have up to an additional (40) hours of paid release time over and above the one hundred and twenty (120) hours for the negotiating team to conduct Union Business.

III.

ORGANIZATIONAL SECURITY

- 3.1 General Provisions: The Association shall have the sole and exclusive right to have membership dues deducted from payroll warrants of its members in the unit by the District. The District shall deduct above dues in accordance with the current CSEA dues schedule and in compliance with this Article, from the individual paychecks of all employees who are members of CSEA.
- 3.2 Hold Harmless Clause: The Association shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made

by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The District shall be required to promptly notify the Association of any claims made by employees relating to dues authorization. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

IV.

MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:
- 4.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division or administrative authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory committees;
 - 4.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualification or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget, student calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund and wage and benefit obligation set forth in this Agreement;
 - 4.1.3 The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements; to build, move, or modify facilities; and to determine the work, service

- and activity functions assigned to such properties;
- 4.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the District; the times, hours, and days of operation; the nature, methods, quality, quantity, frequency and standards of such service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational support, construction, maintenance and repair services which are not customarily and routinely performed by bargaining unit members, or for services that will not displace bargaining unit positions, subject to Government and Education Code restrictions;
- 4.1.5 To hire all employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal, or demotion; to promote and assign all such employees; and the decision to lay off, but not reduce employees' hours, workweeks, or work years; and
- 4.1.6 To establish educational policies, goals, and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of the District operation.
- 4.1.7 When the District intends to subcontract out work that is primarily performed by classified staff, the District shall notify CSEA of its intent.
- 4.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and law of the United States and the Constitution and laws of the State of California.
- 4.3 The District, after consulting with CSEA Chapter #891, reserves the right to amend or rescind policies and practices of the District and/or the provisions of

this Agreement in case of emergency. An emergency shall be defined as any unforeseen combination of circumstances or the resulting state that calls for immediate action, including but not limited to civil insurrection, martial law, or any natural or man-made catastrophe or disaster. The determination of whether or not an emergency exists is solely within the discretion of the Board and must be an event as described above.

V.

HOURS AND OVERTIME

- 5.1 Workweek: The standard workweek for full-time bargaining unit members shall consist of five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week, not including the lunch period. With the concurrence of the District and the unit member, a normal full-time assignment may consist of ten (10) hours per day and forty (40) hours per week and/or nine (9) hours per day and eighty (80) hours per two-week period, not including the lunch period. Double time shall be paid when unit members work more than twelve (12) hours in one workday.
- 5.2 Workday: The initial starting and ending times of an assignment shall be set by the District. Subsequent changes in these starting and ending times where hours would be lost or gained shall be subject to negotiations. The workday will include all time during which the unit member is required to be on duty or on the premises. All unit members are expected to work their daily work hours on minimum day or special day schedules.
- 5.2.1 If the supervisor or unit member wishes to alter the unit member's current assignment in any way, the supervisor and/or unit member shall complete the Request for Change of Work Schedule – Classified Employees form available from the Classified Human Resources Office (see Appendix D, Forms).
- 5.2.2 The Association may either approve the request or notify the District of the Association's request to meet and resolve the issue.
- 5.2.3 If the request is approved by the Association (via the chapter president) and Superintendent or designee, the Request for Change of Work Schedule – Classified Employees form shall be forwarded to the

Classified Human Resources Office.

- 5.3 Increase in Hours: When additional hours are assigned to a part-time position on a regular basis, the additional hours shall be offered to the most senior bargaining unit member currently in the classification at the work site where the additional hours are needed. If a reemployment list exists as a result of a reduction in hours, increased time shall be offered to those unit members at the work site listed in order of seniority before it is offered to others.
- 5.4 Change of Work Assignment: Part-time unit members, who work a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more, shall acquire benefits (vacation, sick and holiday pay) on a properly prorated basis. Such changes will be effective beginning on the first day and end the last day that the assignment is adjusted by more than thirty (30) minutes. The adjustment referred hereto pertains to earned benefits only and shall not be construed to imply a permanent upward adjustment of the assignment itself. This section is not intended to adjust health and welfare benefits. If this situation occurs for more than three (3) months, the parties, by mutual agreement, may extend the timelines for this provision. It is the intent of the parties that this Agreement shall not conflict with the California Education Code 45286 – Limited Term Employees.
- 5.5 Overtime: Overtime is time worked at the direction, knowledge or acceptance of the unit member's immediate supervisor, in excess of eight (8) hours in any one (1) workday or forty (40) hours in any one (1) workweek.
- 5.5.1 Paid holidays and days of paid absence and vacation are considered as days worked in the forty (40) hour workweek for the purposes of calculating overtime.
- 5.5.2 Unit members who work overtime shall be compensated at a rate equal to one and one-half (1 and ½) times their regular rate of pay for overtime worked.
- 5.5.3 A unit member whose average workday is four (4) hours or more during the employee's workweek shall be compensated at the overtime rate for any work assigned on the sixth (6th) or seventh (7th) day following the

workweek.

- 5.5.4 A unit member having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh (7th) day, be compensated at the overtime rate.
- 5.5.5 When a unit member is required to work on any holiday he or she shall be paid compensation, or given pre-approved compensating time off at the discretion of the site supervisor, for such work in addition to the regular rate of pay received for the holiday at the rate of time and one-half (1 and ½) the unit member's regular rate of pay.
- 5.5.6 Unit members who work a four-day workweek pursuant to Section 5.1 above shall be entitled to overtime compensation as provided by Education Code section 45132.
- 5.5.7 Unit members who work a 9-hour-per-day, 80-hour-per-2-week work schedule pursuant to Section 5.1 above shall be entitled to overtime compensation as provided by Education Code section 45133.
- 5.5.8 Natural disasters: In the event that the workday is cancelled by the Superintendent or designee or is declared a state of emergency by the Governor of California due to natural disaster (including but not limited to flooding, landslides, earthquake, and fire) the Superintendent or designee shall grant an emergency leave of absence to the affected employee(s). This leave shall be granted without a loss in pay and shall not be charged against the employee's paid leaves. Employees who are required or requested by the District to come back during this time shall be compensated at a rate equal to one and one-half (1 and ½) times their regular rate of pay.
- 5.5.9 Inclement Weather: In the event that the workday is cancelled by the Superintendent or designee due to inclement weather, employees scheduled to work that day shall be paid at their regular rate of pay. For day(s) lost due to inclement weather, which are not recognized or reimbursed by the State of California, employees shall address the lost day(s) as follows:
- For twelve-month work schedules shall be allowed to use:
1. Compensatory time
 2. Earned vacation time

3. Accumulated personal necessity
4. Make up the day on the weekend at regular pay

Make-up day(s) must be completed within thirty (30) school days. Employees must obtain prior approval from the immediate supervisor or designee.

Employees scheduled to work the student school year calendar or shorter work schedules shall have their schedules extended to reflect any makeup days necessary to complete the student school year calendar when students are present.

Employees who are required or requested by the District to come in during inclement weather shall be compensated at a rate equal to one and one-half (1 and ½) times their regular rate of pay.

- 5.6 Compensatory Time Off: In lieu of overtime payment, pre-approved compensatory time off may be granted with the agreement of the site supervisor and the unit member. Such compensatory time off shall be at a rate equal to time and one-half (1 and ½) for the hours of overtime worked. Compensatory time off must be taken within the current fiscal year of being earned and must be taken at a time which is mutually agreeable to the unit member and his or her site supervisor. Compensatory time in excess of forty (40) hours shall be paid. The District shall pay the unit member for all such time should the employee be terminated.
- 5.7 Overtime Payment: Payment for overtime will be made on the next regular pay warrant provided payroll deadlines are met.
- 5.8 Overtime and Extra Hours Distribution: Overtime and extra hours shall be distributed and rotated as equitably as practical among unit members who have the skill and training to perform the required work, within each department. Any unit member who is offered overtime or extra hours and refuses it shall be deemed to have worked overtime or extra hours for the purpose of rotation only. Any unit member shall have the right to reject any offer of request for overtime or extra hours except in the event of an

emergency. The District shall have flexibility in the assignment of overtime and extra hours in situations where District personnel are unavailable or in the event of an emergency.

- 5.9 Lunch Period: All bargaining unit members working at least five (5) consecutive hours during a workday shall be entitled to an uninterrupted, scheduled lunch period without pay. The meal period may be waived by mutual consent of both the employer and the employee for employees working six (6) hours or less. The length of time for such lunch period shall be no less than one-half (1/2) hour, nor more than one (1) hour. The District shall, when making assignments to eight (8) hour custodial positions, inform the assigned person of the hours prior to the assignment. Lunch shall be scheduled at or about the midpoint of the workday and as near a normal meal period as possible.
- 5.10 Rest Period: A fifteen (15) minute compensated rest period shall be provided to each bargaining unit member for each four (4) consecutive hour period of service. The rest period herein described shall be taken at the direction of the immediate supervisor at or near the midpoint of each four (4) hour period of service.
- 5.11 Unscheduled Work: A bargaining unit member called into work on a day when the unit member is not scheduled to work, or called back to work after the completion of the unit member's regular assignment shall receive a minimum of two (2) hours' pay at the appropriate rate of pay in accordance with the contract except as specified below.
- 5.11.1 If a bargaining unit member is called back to work between midnight and 4:00 a.m., or on holidays as defined in Article 8 after the completion of the unit member's regular duty assignment, he or she shall receive a minimum of three (3) hours' pay at the appropriate rate of pay.
- 5.11.2 The two (2) and three (3) hours' minimum pay shall not apply to the extension of the workday with no break in duty, whether the extension occurs prior to or after the bargaining unit member's regular shift.

- 5.12 Work Calendar: Bargaining unit members working less than twelve (12) months shall be provided a work calendar annually by the last day of student attendance subject to the completion of calendar negotiations.
- 5.13 Orientation Day: All bargaining unit members not normally scheduled to work on the "Orientation Day" held prior to the first day of school shall be invited to attend said activity at the employee's option, with a maximum of three (3) hours of compensation.
- 5.14 Summer School: If there are at least two (2) in-house qualified applicants for a summer school position, the position shall be filled on the basis of seniority with the District. All summer school vacancies shall be posted not less than ten (10) working days from the actual start of summer school.
- 5.14.1 When a non-bilingual position is posted, seniority shall include both non-bilingual and bilingual and be determined within that job classification. The employee shall be compensated at the non-bilingual rate of pay.
- 5.15 Early Release Days: Employees working at least thirty (30) hours per week and six (6) hours per position, per day shall be released early on two (2) of the total number of district-wide minimum days to be designated on the calendar. On these minimum days, unit members shall be released as early as thirty (30) minutes after school ends, not to exceed three (3) hours prior to the end of their shift without a loss in pay. The first district-wide minimum day will be in August and the second district wide minimum day will be the last student day before winter break.

VI.

COMPENSATION

- 6.1 Effective July 1, 2022, the salary schedule shall be increased by eighty percent (80%) of the funded cost of living adjustment.
- Effective July 1, 2023, the salary schedule shall be increased by eighty percent (80%) of the funded cost of living adjustment.
- Effective July 1, 2024, the salary schedule shall be increased by eighty percent (80%) of the funded cost of living adjustment.

The parties agree that should the District reach an agreement with another bargaining unit that provides a higher percentage increase for the salary schedule or an additional one-time payment, the Association bargaining unit shall receive the same.

The parties agree that it is important to comprehensively review the salary schedule, classifications, and job descriptions. Any reviews shall include participation of the bargaining unit as mutually agreed upon.

6.2 Advancement on Salary Schedule: Anniversary increments shall be effective July 1 of the calendar year in which the unit member was/is hired only for the purposes of calculating anniversary increments. Unit members hired on or after January 1 of any fiscal year shall not advance on the salary schedule until July 1 of the second succeeding fiscal year. Unit member July 1 standardized hire dates as described in this Section will not be utilized to determine seniority or any other benefit or provision of this Agreement that refers to length of service.

6.3 Longevity: Longevity shall be earned as set forth in the annual salary schedule in Appendix C and shall become effective on July 1 of the fiscal year in which the unit member becomes eligible for longevity pay. For the purpose of this rule longevity shall be the number of years paid service was rendered. All unit members shall be placed on the former SPESD Longevity Schedule effective October 1, 2013.

6.4 Differential Compensation:

6.4.1 Split Shift Differential — Any unit member whose regular assignment has an unpaid lunch period in excess of one (1) hour shall have a split shift differential of five percent (5%). The split shift differential shall not apply where the unit member holds two (2) separate positions that are separated by more than one (1) hour. It shall only apply where the District assigns an employee working in a single assignment an unpaid lunch period of more than one (1) hour.

6.4.2 Shift Differential — Any unit member, fifty percent (50%) of whose regularly assigned shift extends after 4:00 p.m., shall receive a night

shift differential of five percent (5%).

6.4.3 Bilingual Stipend — Positions designated bilingual by the Board are to receive a stipend of two and one-half percent (2.5%). Positions that are designated in the job description as bilingual will not be entitled to this stipend.

6.4.4 Bilingual/Biliterate Stipend — Positions designated bilingual/biliterate by the Board shall receive a stipend of five percent (5%). Positions that are designated in the job description as bilingual will not be entitled to this stipend.

6.4.5 Specialized Health Care Stipend — Students who need ongoing special health care beyond that which would be considered first aid, e.g., dispensing oral medication or inhalers, shall be identified through the IEP process, the 504-modification plan or a physician's order. Such specialized health procedures shall be performed in the following ways:

6.4.5.1 By the Health Specialist and the Specialized Health Care Technician at the school site;

6.4.5.2 By another classified employee provided that the employee agrees to perform the service and the classified employee is compensated with a two and one-half percent (2.5%) stipend from the beginning of training to the end of the needed service;

6.4.5.3 In all cases, the employee providing the service shall be provided training and will be held harmless from liability by the District as provided by law. The Executive Director of Special Education and Student Support Services shall coordinate this procedure.

6.5 Degree Stipends: Bargaining unit members who possess an earned Associates degree shall be paid a yearly stipend of two hundred fifty dollars (\$250.00). Those who possess an earned Bachelor's degree shall be paid a yearly stipend of five hundred dollars (\$500.00). Those who possess an earned Master's degree shall be paid a yearly stipend of seven hundred fifty dollars (\$750.00). The stipend shall be paid monthly each year of employment. The stipend will be prorated for employees who work less than a forty-hour workweek, or less

than a school year. For purposes of calculating the degree stipend, a school year shall be defined as the period from the start of school to the last date of school.

6.5.1 Bargaining unit members that are earning a stipend for their progress gained through Article XVII as outlined in the collective bargaining agreement from July 1, 2019 through June 30, 2022, will continue to receive the stipend and are still eligible for the additional Degree Stipends in Article VI, Section 5. They are also eligible to earn additional compensation as outlined through the current Article XVII.

6.6 Salary Schedule Placement Following Movement between Classifications:

6.6.1 Promotion to Higher Classification — A unit member who receives a promotion to a classification allocated to a higher salary range shall be placed on the step of the salary range that is a minimum of five percent (5%) above the rate the employee received in the previous classification. Advancement after initial placement in the new position will be as set forth in Section 6.2 above.

6.6.2 Appointment to Classification with Equal or Lower Salary Range — For the purpose of this rule, appointment of a unit member to a classification with a salary range equal to or below his or her current range shall not warrant a salary increase; in such cases, placement will be made on the same rate formerly earned by the unit member, not to exceed the maximum of the range of the classification to which he or she is appointed.

6.7 Mileage Reimbursement: Unit members whose positions and scope of duties require the occasional use of their personal automobiles and who have been specifically authorized in advance by District management to use their automobiles shall be reimbursed at the rate established by the Board. The unit member shall be required to file for such reimbursement on the District mileage claim form which must be submitted with each monthly time sheet.

6.8 Working Out of Classification: While it is the intent of this Section to permit the District to fill an unexpected temporary need, no employee will be required to work out of classification more than three (3) working days within a thirty

(30) day calendar period without additional compensation that reflect the duties required to be performed outside their normal assigned duties. Any assignment anticipated to last more than two (2) consecutive working days shall be outlined via District email between the supervisor and the unit member.

- 6.9 For purposes of initial salary schedule placement, a maximum of five (5) years' credit shall be granted for military service.

VII.

FRINGE BENEFITS

- 7.1 Fringe Benefits: Effective July 1, 2022, the maximum employer portion for health and welfare benefit contributions shall not exceed \$15,000. Health and welfare benefits include medical, dental, vision, orthodontia, and life insurance. Employees who provide proof of health insurance through an outside source will receive \$3,000 cash annually in lieu of premium support. Married employees will receive double the cap towards one plan. The District will provide to the employee's Health Savings Account (HSA) up to the IRS maximum not to exceed the difference between the plan cost and the cap for the CDHP plans under the cap. The district will provide up to \$1500 over the cap not to exceed the cost of the plan for CDHP plans over the cap.

7.1.1. The District will pay the full premium for the basic vision coverage for all bargaining unit members regardless of the number of hours worked.

- 7.2 Eligibility, Full Coverage: All unit members regularly assigned to work six (6) or more hours per day shall be considered full-time for purposes of this Article only and shall be provided full family coverage, subject to the District contribution limit specified above. Coverage will start on the first full month of employment.

- 7.3 Part-Time Unit Members: Unit members who work at least four (4) hours per day and twenty (20) hours per week but less than six (6) hours per day and thirty (30) hours per week on a regular assigned basis shall not receive any fringe benefit coverage paid for by the District with the exception of Term Life

Insurance and basic vision coverage as described in 7.1.1 above, which is paid for by the District upon receipt of the proper enrollment form. Such unit members may, within the first thirty (30) days of their employment or during the annual "open enrollment period," elect to purchase fringe benefit coverage to be paid by means of salary deduction upon execution of a written authorization. Coverage will start on the first full month of employment.

7.3.1 Former SPESD employees: The following shall apply only to unit members who were employed by the Santa Paula Elementary School District prior to March 1, 1989. The District will continue to pay the cost of coverage for unit members employed prior to March 1, 1989, who work at least four (4) hours per day but less than six (6) hours per day and who continue to work a minimum of four (4) but less than six (6) hours per day. Paid coverage will be for the same selections as were in effect on March 1, 1989. Unit members may not elect to change coverage paid for by the District.

7.4 Unpaid Absence: While on approved leave in excess of thirty (30) days, a member shall have the option to remain an active participant in the District fringe benefit programs by contributing in advance the necessary premiums each month. The District will comply with the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

7.5 Retiree Benefits: Eligible unit members shall be entitled to retiree fringe benefits (medical, dental and vision insurance) as follows.

7.5.1 The unit member must retire under the California Public Employees Retirement System (CalPERS).

7.5.2 The unit member must be at least age fifty-five (55) but younger than age sixty-five (65). Eligibility ends at age sixty-five (65) or at Medicare eligibility to comply with law.

7.5.3 The District's contribution toward retiree fringe benefits shall be the negotiated cap in place on the date of the employee's retirement. The retiree shall pay the difference between the District's contribution and any increased premium which may occur during the retiree's eligibility. Eligible retirees shall be entitled to coverage for spouse and dependents

as existed at the time of retirement. Retirees may not add or replace a spouse or dependent after retirement.

7.5.4 The number of years of retiree benefits shall be as follows:

7.5.4.1 If the unit member is aged fifty-five (55) to sixty-four (64) with at least ten (10) but less than fifteen (15) years of service with the District, the unit member shall be entitled to a maximum of five (5) years of retiree benefits.

7.5.4.2 If the unit member is aged fifty-five (55) to sixty-four (64) with at least fifteen (15) but less than twenty (20) years of service with the District, the unit member shall be entitled to a maximum of seven (7) years of retiree benefits.

7.5.4.3 If the unit member is aged fifty-five (55) to sixty-four (64) with twenty (20) or more years of service with the District, the unit member shall be entitled to a maximum of ten (10) years of retiree benefits.

7.5.5 Upon retirement under CalPERS, unit members may buy into the current health and welfare benefits at employee expense to age sixty-five (65) with approval of the appropriate benefit vendor.

7.5.6 Former Employees of the SPUHSD: Eligible unit members who were hired by the Santa Paula Union High School District on or before June 30, 2005, shall be entitled to benefits for themselves and their legal spouses under the following terms and conditions. Unit members commencing their fifty-fifth (55) birthday with a minimum of ten (10) years of service with the District upon retirement will be provided medical, dental and vision insurance through the District-approved plans, up to age sixty-five (65), Medicare eligibility, or a maximum of ten (10) years, whichever occurs earlier. The District's contribution shall be the lesser of the cost of the medical, dental, and vision insurance combined or the negotiated cap the year they retired.

7.6 Fringe Benefit Continuation: The District shall notify all bargaining unit members and families covered by the District's health and welfare benefit plans, of the right to continuation of benefits, subject to the restrictions of the

Consolidated Omnibus Budget Reconciliation Act (COBRA; Public Law PL 99-272, Title X), by paying the applicable premiums to the District.

7.7 Termination of Employment: Upon termination of employment with the District, in the event dental and vision premiums have already been paid for the summer months, said benefits will cease September 30.

7.8 Orthodontics/Dental Implant Benefit Augmentation Plan Pool:

7.8.1 The Orthodontic/Dental Implants Benefit Augmentation Plan Pool is \$20,000 each fiscal year. The fiscal year of the school district is from July 1st through June 30th of each year.

7.8.2 The unit member and his or her dependents, as listed by the District's dental carrier, are eligible participants in the pool.

7.8.3 Orthodontics and Dental Implants are defined as those procedures defined by the District's dental carrier.

7.8.4 The Pool cap is \$2,000 per eligible participant, or the actual cost of the orthodontic/dental implant treatment less the co-payment from the dental carrier, whichever is less. The unit member is responsible for the additional amount above \$2,000. This is a one-time benefit per eligible participant.

7.8.5 To be eligible for payment from the Pool, a copy of the actual invoice from the Orthodontist/Dental Implants provider AND a copy of the co-payment from the dental carrier must be submitted to the Business Services Office. If the unit member has already made the co-payment from the dental carrier on a previous orthodontic/dental implants treatment, a statement from the dental carrier stating the current procedure would otherwise be covered under the Orthodontic/Dental Implants plan must be submitted. Unit members and family members who are over the age of 26 years, shall be reimbursed the full co-payment in accordance with all the provisions of Section 7.8.

7.8.6 Under no circumstances will the co-payment from the dental carrier and payment made from the Pool exceed the actual cost of the orthodontic/dental implant treatment.

7.8.7 Payments from the Pool will be made on July 31st, following the close of

the prior fiscal year. Before payment, the unit member must specify if the payment is to be made to the unit member or the Orthodontist/Dental Implants provider shown on the invoice.

- 7.8.8 An annual reconciliation showing all payments and carryover (if any) will be performed by Business Services and sent to the CSEA President on July 31st following the close of the prior fiscal year.

VIII. HOLIDAYS

- 8.1 Scheduled Holidays: A member of the bargaining unit is entitled to the following paid holidays provided that the member is in a paid status during any portion of the workday immediately preceding or succeeding the holiday. Unit members who are not normally assigned to duty during the winter and spring recess periods shall be paid for those classified service holidays falling within the recess period, provided that they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday recess period:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- December 24
- December 25
- New Year's Eve
- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln Day
- Washington Day
- Spring Break Day/Friday of Spring Recess
- Memorial Day
- Juneteenth (June 19)

- 8.2 Additional Holidays: Any day declared by the President of the United States and/or Governor of the State of California as a public fast, thanksgiving, or holiday and declared a holiday by the Board of Trustees, shall be a paid holiday for all members of the bargaining unit who would otherwise have been scheduled to work.
- 8.3 Holiday Pay: When a member of the bargaining unit is required to work on any listed holiday, he/she shall be paid compensation or given compensating time off for such work in addition to the regular pay received for the holiday, at a rate of one and one-half (1½) times the employee's regular rate of pay.
- 8.4 Weekend Holiday: When a listed holiday falls on a Sunday, the following Monday shall be the holiday except when Christmas Eve falls on a Sunday, the preceding Friday shall be the holiday. When a listed holiday falls on a Saturday, the preceding Friday shall be the holiday. This provision is subject to school calendar negotiations.
- 8.5 Cesar Chavez Recognition: The Association and the District will jointly sponsor recognition of Cesar Chavez on or near March 31 of each school year.

IX.

LEAVES OF ABSENCE

- 9.1 Illness or Injury Leave: Illness or injury leave shall be for absences that are medically necessary and caused by illness, injury, pregnancy disability, or quarantine.
- 9.1.1 General Rules:
- 9.1.1.2 Notification:
- 9.1.1.2.1 As soon as possible, Unit members shall notify the District of an absence using the current automated substitute and/or absence notification system.
- 9.1.1.2.2 A unit member becoming aware of the need for absence due to surgery or other predictable or previously scheduled cause shall submit a

statement from the unit member's physician as far in advance of the disability date as possible. The physician's statement shall include the beginning date of the leave and the anticipated date of the unit member's return to active service. Work restrictions, if any, shall be in writing from the unit member's physician. The physician statement shall be submitted to the Classified Human Resources Office.

9.1.1.3 Verification of Leave and Return to Service:

9.1.1.3.1 After five (5) consecutive days of absence, a unit member shall be required to present a medical doctor's certificate to Human Resources verifying the personal illness or injury and/or medical authorization to return to work. If a unit member does receive authorization to return to work but the District is unable or unwilling to bring the unit member back on the effective date, the unit member shall not have their sick pay docked. Employees shall be available to report to work upon written release from physician.

9.1.1.3.2 When the District has a reasonable basis for believing that illness leave is being abused, it may require a verification of the illness or injury through a physical examination of the employee by a physician appointed by the District or the designated physician the unit member has on file, at District expense. If the physician's report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the member, may deny continuance of the

leave.

9.1.1.3.3 If a unit member fails to furnish a certificate or refuses to submit to a physical upon request, the unit member's sick leave may not be in effect and the days of absence may be considered unauthorized personal leave without pay.

9.1.1.3.4 A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required, prior to return to active service, to submit a medical statement from his or her physician indicating an ability to perform the essential functions of his or her position with or without restrictions.

9.1.1.3.5 Notice of Return: A unit member who has been absent due to illness shall use the current absence notification system, prior to the end of the unit member's regularly scheduled workday, as to whether he or she is returning to work on the following day. If a unit member designates when he or she is returning to work and has a relapse after his or her notification, he or she will follow the same procedure as indicated in 9.1.1.2.1. If the unit member and substitute report, the unit member is entitled to the assignment.

9.1.1.3.6 The evidence of treatment and the need therefor as a practice of the religion of any well-recognized church or denomination will be treated in a non-discriminatory manner.

9.1.1.4 Absence for Examination: Every bargaining unit member shall be permitted to absent himself or herself from his or her duties during working hours in order to take any District-required

physical examination and/or examination for promotion in the District without deduction of pay or other penalty, provided that he or she gives two (2) days' notice to his or her immediate supervisor, or reasonable notice if he or she learns of the examination with less than two (2) days' notice. The absence shall not be charged against the unit member's illness or injury leave.

9.1.2 Sick Leave:

9.1.2.1 Entitlement:

9.1.2.1.1 A bargaining unit member employed five (5) days a week for a fiscal year of service (12-month employees) by the District shall be entitled to accrued leave of absence for illness or injury without loss of compensation at the rate of one (1) day earned per month worked.

9.1.2.1.2 A bargaining unit member employed five (5) days per week who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he or she is employed bears to twelve (12).

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

9.1.2.2 Compensation: Pay for any days of such absence shall be the

same as the pay that would have been received had the member served during the day.

- 9.1.2.3 Use: Credit for leave of absence need not be accrued prior to taking such leave of absence and such leave of absence may be taken at any time during the year. However, a member of the bargaining unit who is a new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he or she may be entitled under this section until the first day of the calendar month after completion of six (6) months of active service with the District.
- 9.1.2.4 Partial-Day Absence: Bargaining unit members may use Sick Leave in quarter-hour increments.
- 9.1.2.5 Accumulation of Leave: If a member does not take the amount of leave allowed in any school year under this Section, the amount not taken shall be accumulated from year to year.
- 9.1.2.6 Unearned Sick Leave: If a member does not render service for an entire year, but has used all credited sick leave, the amount of compensation received for sick leave taken but unearned shall be repaid to the District and the District shall have the right to make necessary adjustments to the last warrant. If a unit member is taking a leave of absence, the unit member will receive sick leave earned up to the commencement of the leave of absence. The final warrant issued before a leave of absence will be adjusted for any usage of sick leave earnings.
- 9.1.2.7 Transfer of Sick Leave From Another District: Any new bargaining unit member who has accumulated sick leave from any California school district, county office of education, or community college district may transfer the accumulated sick leave if the unit member was with the former district for one year (12 months) or more and the break in service was less than one year (12 months). The unit member should initiate

the transfer process as soon as possible, but has one year (12 months) from the date of separation from the prior employment.

- 9.1.3 Extended Illness and Injury Leave: If a member has an extended illness or injury requiring them to exhaust their regular sick leave, they may request to be put on extended leave. Members shall have access to not more than 100 days of extended leave each year which will be compensated at the rate of not less than fifty percent (50%) of the unit member's regular salary. The District may request the member to provide reasonable information regarding why the leave is necessary prior to the leave being approved.
- 9.1.4 Exhaustion of Leaves: If a unit member has exhausted all available paid and unpaid leave and the unit member is still unable to assume the duties of his or her position, the unit member shall be placed on a reemployment list for the period of thirty-nine (39) months. If at any time during the prescribed thirty-nine (39) months the unit member is able to assume the duties of his or her position, the unit member shall be reemployed in the first vacancy in the classification of his or her previous assignment. The unit member's reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case the unit member shall be ranked according to his or her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and the unit member shall be fully restored as a permanent employee.
- 9.1.5 Pregnancy Disability Leave: Unit members are entitled to use sick leave and extended illness leave, as set forth in Section 9.1.2 and 9.1.3 of this Agreement, for that period of time verified by the unit member's physician that the unit member is unable to continue to perform assigned duties because of temporary disabilities caused or contributed by pregnancy, miscarriage, childbirth, and related medical conditions, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be

limited to those temporary disabilities as set forth above.

9.2 Use of Sick Leave for Illness of Family Member:

9.2.1 In any fiscal year, a member may use their accumulated sick leave (Section 9.1.2 above) to attend to an illness of a child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild or sibling of the unit member.

9.2.2 Leave under this section shall be in addition to Personal Necessity Leave/Compelling Personal Leave under Section 9.3 below.

9.2.3 Nothing in this Section shall increase the amount of sick leave available to the unit member.

9.2.4 As used in this Section: "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in the place of the legal parent, regardless of age; "parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian; "spouse" means a legally married partner in accordance with California law; "registered domestic partner" shall be as defined by California Family Code Section 297; parent-in-law means the "parent" of the employee's spouse or registered domestic partner.

9.3 Personal Necessity Leave/Compelling Personal Leave: Leave which is credited under Section 9.1.2, Sick Leave, may be used at the unit member's election for purposes of personal necessity or compelling personal leave, provided that the use of such leave does not exceed eight (8) days in any school (fiscal) year.

9.3.1 For the purpose of this provision, personal necessity/compelling personal leave shall be limited to: (a) death or serious illness of a member of the employee's family; (b) an accident involving the employee's person or property, or the person or property of an employee's immediate family; (c) the illness of a child of a unit member; (d) required appearance in court or before any administrative tribunal; (e) religious holiday observances; (f) paternity or adoption absences; (g) legal or financial consultations; (h) death not covered by bereavement leave; (i) family crisis which would endanger the well-being of the

immediate family; (j) marriages, divorces, births, and graduations of the members of the immediate family; (k) other reasons approved by the Superintendent or designee, i.e. to transact personal business of a nature that cannot be taken care of before or after work hours or on weekends.

9.3.2 Before utilization of personal necessity /compelling personal leave, a member must obtain prior approval from the immediate supervisor or designee, except for cases of (a), (b) or (c) in paragraph 9.3.1 of this section. Should the circumstances outlined in said (a), (b) or (c) arise, the member shall make every effort to comply with District procedures to enable the District to secure a substitute.

9.3.3 The District and Association will mutually agree on a form for employees to request and supervisors to approve leave, where prior notice and approval are required under Section 9.3.2.

9.3.4 Bargaining unit members may use three (3) days of the eight (8) days of personal necessity leave/compelling personal leave without providing a reason for the absence. Unit members taking such leave shall give notice of the absence as provided by Section 9.1.1.2.1.

9.4 Industrial Accident and Illness Leave:

9.4.1 All bargaining unit members who have served continuously with the District for a period of one year (12 months) shall be entitled to the following leave on account of illness or accident which has qualified for Workers' Compensation benefits:

9.4.1.1 Allowable leave shall be sixty (60) working days in any one (1) fiscal year for the same industrial accident or industrial illness. The Board may, by rule, provide for leave greater than sixty (60) working days, paid or unpaid. Application must be made through the unit member's immediate supervisor.

9.4.1.2 Allowable leave shall not be accumulated from year-to-year.

9.4.1.3 Industrial accident or illness leave shall commence on the first

day of absence.

9.4.1.4 Payment for wages lost on any day shall not, when added to the temporary disability benefit granted the unit member under the Workers' Compensation laws of this State, exceed the normal wages for the day.

9.4.1.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of the temporary disability compensation or award made under Workers' Compensation.

9.4.1.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

9.4.2 The industrial accident or illness leave of absence is to be used in lieu of the leave provided for in Section 9.1.2 of this Agreement. Industrial accident or illness leave shall be in addition to leave provided for in Section 9.1.2.

9.4.2.1 Days absent while on paid industrial accident leave (the 60 days) shall not be deducted from the number of days of paid illness leave to which a unit member may be entitled.

9.4.2.2 When sick leave, extended illness leave, vacation, compensating time off or other available paid leave is used in conjunction with temporary disability benefits derived from Workers' Compensation, it shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits. When extended illness leave is used in conjunction with temporary disability benefits derived from Workers' Compensation, extended illness leave will be reduced by one (1) day for each day of authorized absence. Employees shall be available to report to work upon written release from physician.

- 9.4.2.3 Unit members absent for an industrial illness or accident shall have the same return rights as unit members absent for non-industrial illnesses or accidents.
- 9.4.2.4 A unit member returning from an industrial accident or illness leave shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on paid leave for the industrial accident or illness.
- 9.4.3 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his or her position, the unit member shall, if not placed in another position, be placed on a medical reemployment list for the classification from which the unit member was on leave for a period of 39 months. The District shall comply with obligations to reasonably accommodate protected disabilities under state and federal law. When available, during the 39-month period, the unit member shall be employed in a vacant position in the class of the unit member's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations.
- 9.4.4 During all paid leaves of absence, whether industrial accident leave as provided in this Section or any sick leave, vacation, compensating time off, or other available leave provided by law or by the provisions of this Agreement or by other action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of the State. The District in turn shall issue the employee appropriate warrants for payments of wages or salary and shall deduct normal retirement and other authorized contributions. The District shall also deduct the temporary disability indemnity, if any, actually paid to and retained by the unit member for the period covered by such salary warrants:

9.4.4.1 Final allowance for permanent industrial disability settlements, exclusive of salary payments already paid by the District, shall not be subject to remittance to the District under this rule.

9.4.5 Any unit member receiving benefits as a result of this Section may not take vacation and vacation benefits may only be used by the unit member following exhaustion of sick leave.

9.4.6 The District reserves the right to secure proof of industrial accident or illness of any bargaining unit member. Before salary payments will be made to a unit member absent because of industrial accident or illness, a report of such accident or illness in the form prescribed by the District must be on file in the Business Office and the injury or illness must have qualifications for Workers' Compensation benefits.

9.4.7 Nothing in this Article shall alter or restrict the District's and bargaining unit members' rights and obligations regarding medical examinations as set forth in the California Workers' Compensation laws and regulations, including but not limited to designation of physicians and examination by employer-selected physicians.

9.4.8 Employees collecting Workers' Compensation may not be gainfully employed elsewhere. Such employment may be cause for disciplinary action unless the employee has notified the District in the Workers' compensation process of the other employment, the illness or injury does not impair the employee's ability to perform the duties of the second employment, and the employee's work hours in the second employment do not conflict with his or her regularly assigned hours with the District.

9.5 Sick Leave Donation:

9.5.1 On a case-by-case basis, as requested by the recipient, any District employee may donate accumulated and unused sick leave to a bargaining unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves.

- 9.5.1.1 The provisions of this Section shall be implemented prior to and in addition to utilizing the Extended Illness and Injury Benefits provisions of Section 9.1.3 of the Agreement.
- 9.5.2 “Long-term illness or disability” means an illness or injury that (a) is expected to incapacitate the unit member for an extended period of time; (b) which requires the unit member to take an extended period of time off from work; and (c) which creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off.
- 9.5.3 Use of Donated Leave:
- 9.5.3.1 Donated sick leave shall be converted on an hour-per-hour basis, meaning the recipient shall be paid at his or her regular rate of pay and receive the hours of sick leave donated.
- 9.5.3.2 The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one (1) District employee before beginning to utilize days donated by another District employee. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.
- 9.5.3.3 Prior to using donated sick leave, a unit member must exhaust all current and accumulated sick leave, vacation, and compensatory time off.
- 9.5.4 Any entitlement to Family and Medical Leave and California Family Rights Act will run concurrently with any donated illness leave.
- 9.5.5 Those unit members who donate sick leave to another unit member could reduce their retirement credit with CalPERS.
- 9.5.6 Such forms as may be necessary to properly document and administer the provisions of this Section shall be provided by the District.
- 9.5.7 An eligible member shall be allowed to apply for donated sick leave up to three (3) times per qualified illness or injury.

9.6 Leave of Absence Due to Death of Member of Immediate Family:

9.6.1 All bargaining unit members are entitled to a leave of absence, not to exceed five (5) days on account of the death of any member of his or her immediate family.

9.6.2 A unit member may be granted two (2) additional days of leave under this provision in excess of the five (5) days at the discretion of the Superintendent or designee.

9.6.3 No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other provisions of this Agreement.

9.6.4 Bargaining unit members shall be required to contact their immediate supervisor or department office prior to the commencement of a leave of absence due to the death of a member of their immediate family. When possible, such notice shall be prior to the start of their regular work shift.

9.6.5 The District may require verification of the use of bereavement leave. The District and Association shall negotiate generally acceptable forms of verification.

9.6.6 Members of the immediate family, as stated in this Section, mean the unit member's:

- Mother
- Mother-in-law
- Father
- Father-in-law
- Grandmother
- Grandmother-in-law
- Grandfather
- Grandfather-in-law
- Grandchild
- Grandchild-in-law
- Spouse/Registered domestic partner
- Son
- Son-in-law
- Daughter
- Daughter-in-law
- Brother
- Brother-in-law
- Sister
- Sister-in-law
- Stepchild
- Step-Parent
- Aunt
- Uncle
- Any relative living in the immediate household of the unit member

"In-law" and "step" family members shall be based on current marital status.

“In-law” includes the designated family member of a unit member’s registered domestic partner.

Furthermore, with the adoption of Frontline, the “Absence Notification Form” in Appendix D – Forms shall be eliminated.

9.6.7 One (1) day may be granted at the discretion of the supervisor upon the death of an individual not included in the limitations of the Article. This leave will be taken from the unit member’s sick leave.

9.7 Family and Medical Leave:

9.7.1 The provisions of the federal Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. § 2601, *et seq.*) and the California Family Rights Act (CFRA; Government Code § 12945.2) are applicable to unit members employed by the District for at least twelve (12) months (which need not be consecutive) who have worked 1,250 hours in the twelve (12) months prior to commencement of the leave.

9.7.2 Leave Entitlement: Eligible unit members may take up to twelve (12) workweeks in a fiscal year, July 1 through June 30, inclusive.

9.7.2.1 Leave to Care for Injured Service member: In order to care for a specified family member injured in the line of active military service, eligible unit members may take up to twenty-six (26) workweeks of leave in a twelve (12) month period commencing on the first date leave is taken.

9.7.2.2 Childcare/Child bonding Leave: Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12)-months after the birth or placement. Where both parents are employed by the District, each is entitled to twelve (12) workweeks of leave for childcare or child bonding.

9.7.2.3 Intermittent and reduced workload leaves shall count toward the available twelve (12) workweeks. Reduced workload leave entitlement is calculated on cumulative hours of leave taken up to the number of hours equivalent to 12 times the number of hours normally worked weekly.

9.7.3 Qualifying Reasons for Leave:

- 9.7.3.1 The birth of a child of a unit member, to care for a newborn, or placement of a child with a unit member in connection with the adoption or foster care of a child by a unit member;
- 9.7.3.2 To care for a child, parent, spouse, or registered domestic partner (CFRA leave only) who has a serious health condition;
- 9.7.3.3 The unit member's own serious health condition that makes the unit member unable to perform the functions of his/her job. However, for purposes of leave under CFRA, this does not include leave taken for disability on account of pregnancy, childbirth or related medical conditions.
- 9.7.3.4 To care for a covered military service member or veteran with a serious injury or illness sustained in the line of duty on active duty if the unit member is the spouse, child, parent, or designated next of kin of the service member (FMLA and limited CFRA leave);
- 9.7.3.5 Any qualifying exigency arising out of the fact that the unit member's spouse, child, or parent is a covered service member who is being deployed to a foreign country.

9.7.4 Placement for Adoption or Foster Care: An eligible unit member may take leave for the placement of a child for adoption or foster care prior to the actual placement of the child. For example, the unit member may take leave to attend counseling sessions or appear in court or consult with the unit member's attorney in connection with the placement of a child.

9.7.5 Unit Member's Pregnancy: A pregnant unit member may be entitled to FMLA leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. A unit member disabled by pregnancy, childbirth, or related medical conditions is entitled to use available paid leaves, FMLA leave, and leave under the Pregnancy Disability Leave Act (PDLA; Government Code § 12945).

- 9.7.6 Interaction with Paid Leaves: Eligible unit members must use available paid leaves concurrently with unpaid family leave. Nothing herein shall modify the rules for use of such paid leaves.
- 9.7.7 Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance that would be beneficial to a seriously ill child or parent receiving inpatient care; or, making arrangements for third-party care of a family member.
- 9.7.8 If the FMLA/CFRA leave was due to the unit member's own serious health condition, prior to returning to work the unit member shall provide a certification from the health care provider that the unit member is able to perform the essential duties of his or her position, with or without reasonable accommodation.
- 9.8 Jury Duty: Bargaining unit members will be provided leave for regularly called jury duty service. The unit member shall submit a written request for an approved leave of absence immediately upon receipt of notice of jury duty. Such request shall be submitted to the unit member's immediate supervisor. The District may require verification of jury service.
- 9.8.1 It is the responsibility of the unit member to report to work whenever the unit member is not required to attend jury duty service. When night shift unit members have served jury duty during a calendar-day they shall not be required to report to work that evening.
- 9.8.2 The unit member shall not volunteer for additional jury duty beyond the normal legal requirement, and the leave of absence provided for in this Section shall not be available for such additional jury service.
- 9.8.3 The District shall pay the unit member the regular rate of pay and the unit member will submit to the District the jury fee received, excluding fees received for meals, travel and parking.
- 9.8.4 The District reserves the right to request to have any unit member excused from jury service or to request alternate service dates in the event said jury service would entail undue hardship on the public served by the unit member.

9.9 Witness Leave: Leave of absence to serve as a witness in a court case shall be granted a unit member when he or she has been served a subpoena to appear as witness in the course and scope of his or her employment, not as the litigant or party in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness pursuant to this section should be made by presenting the official court summons and a request for leave to the Superintendent or designee. A unit member requesting leave of absence to serve as a witness not in the course and scope of employment, or as a litigant or party to a case regardless of whether it arises in the course and scope of employment shall not be entitled to leave under this Section but may use available Personal Necessity Leave/Compelling Personal Leave.

9.10 Military Leave: Bargaining unit members who are members of the reserve corps of the Armed Services of the United States or the National Guard, or who are inducted, enlisted, or otherwise ordered to active duty shall be granted and compensated in accordance with the California Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act (USERRA; 38 U.S.C. §4301, *et seq.*). The unit member shall retain all rights and privileges granted by law.

9.10.1 To be eligible to receive military leave benefits, bargaining unit members must, whenever possible, request such leave in writing and, upon request, supply the District with orders and status reports.

9.11 Personal Leave: Bargaining unit members may be granted personal leave without pay at the sole discretion of the Superintendent or designee not to exceed ten (10) days during any one (1) school/fiscal year. All such requests shall be routed through the unit member's immediate supervisor on the appropriate form and forwarded to the Classified Human Resources Office.

9.11.1 If a unit member is taking an unpaid personal leave of absence, the

unit member will receive sick leave earned up to the commencement of the leave of absence.

9.12 Other Leave without Pay: Bargaining unit members who have attained permanent status may request a personal leave without pay for periods in excess of ten (10) days.

9.12.1 A unit member on leave without pay under this Section may participate in the employee group health benefits, provided the unit member pays the full cost on a monthly basis in advance of the month due.

9.12.2 A unit member on leave without pay may remain an active participant in the California Public Employees Retirement System (CalPERS) by contributing thereto the amount necessary to continue as a member on leave, as provided by the provisions of CalPERS.

9.12.3 Leaves will not be granted and may not be used to take employment which conflicts with the unit member's employment with the District.

9.12.4 The Superintendent or designee shall determine, at his or her sole discretion, whether to approve the request.

9.13 Break in Service:

9.13.1 Employees on District-approved paid or unpaid leaves of absence set forth in this Article shall not be considered to have a break in service for purposes of accrual rates based on years of service for earning sick leave and vacation and being permitted to participate in the health and welfare benefits of the District with District premium contributions.

9.13.2 Any unpaid absence that is not specifically set forth in this Article shall be considered a break in service, except as provided by law. Employees returning within thirty-nine (39) months from an unpaid leave shall be placed by the District in the first vacancy occurring in the class in which the employee served prior to the leave.

9.14 Notification to Return to Work: In the event a bargaining unit member returning from a leave of absence fails to notify his or her immediate

supervisor of the unit member's intention to return from leave by the time specified by the District and a substitute reports for service, the substitute shall be permitted to serve and the unit member shall be on unpaid leave of absence for the day.

9.15 Return from Authorized Leave: Upon return from an authorized leave of absence under this Article a bargaining unit member shall have the right to return to a like position in the same classification as that unit member held when the leave was granted.

9.16 Unauthorized Leave: Any absence of a bargaining unit member on a day of required duty that has not met the eligibility, notification, and approval requirement of the various leave provisions of this Article shall be considered an unauthorized leave. Bargaining unit members shall not be compensated for any period of unauthorized leave and the District shall deduct on a pro rata basis the District contribution towards the health benefits specified in Article 7 of this Agreement for the period of the unauthorized leave.

9.17 Abandonment of Position: Voluntary unauthorized leave for three (3) consecutive days of required duty shall be considered an abandonment of position and shall be subject to disciplinary action up to and including termination from District employment as of the last date on which the unit member worked and the unit member's position may be declared vacant.

9.18 Sole Benefits: The benefits that are expressly provided in this Article are the sole benefits that are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure set forth in Article 18.

9.19 Leave of Absence for Retraining: In the event that the Board contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason, it may provide for retraining of displaced employees in accordance with this rule.

9.19.1 To be eligible for retraining leave, a unit member must:

- 9.19.1.1 Have served at least three (3) years in the District;
 - 9.19.1.2 Be serving a position that the District contemplates abolishing;
 - 9.19.1.3 Show that the retraining will clearly benefit the District;
 - 9.19.1.4 Indicate a willingness to undergo the prescribed training program; and
 - 9.19.1.5 Indicate a willingness to serve the District for at least two (2) years after successful completion of the retraining program.
- 9.19.2 The Board shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.
- 9.19.3 The unit member shall be considered a permanent employee for all purposes during the period of the retraining program and shall receive his or her normal compensation and benefits. The Board may prescribe duties, if any, to be performed by the unit member on behalf of the District during retraining leave.
- 9.19.4 The Board may provide for reimbursement of reasonable expenses necessary for the prescribed retraining after the unit member completes the prescribed retraining program (Ed. Code Section 45387).
- 9.19.5 The Board may establish retraining programs for purposes other than outlined in this rule and grant leaves of absence for retraining in the same manner as for study leaves of absence except that the three-year (36 months) service requirement shall prevail. Such programs must be endorsed by the Personnel Commission and must be available to all qualified employees of the District except that approval for such leave shall be discretionary with the Board.
- 9.20 Leave to Serve in Exempt, Temporary, or Limited Term Position: Any permanent bargaining unit member who accepts an assignment within the

District to an exempt, temporary, or limited term position shall, during such assignment be considered for status purposes as serving in his or her regular position, and such assignment shall not be considered separation from service. The unit member may, with approval of the appointing authority, voluntarily return to his or her position or a position in a classification of his or her permanent status prior to the completion of service in an exempt, temporary, or limited term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action up to and including dismissal.

9.20.1 Credit for step advancement shall accrue during leaves of absence for military service, not to exceed one hundred eighty (180) days except as otherwise provided by law; to serve in limited-term assignments in the District; and during any paid leave, including but not limited to industrial accident or illness leaves.

**X.
VACATION**

10.1 Eligibility: Computation of vacation commences with the fiscal year.

Eligibility to take vacation will commence on the first day of the month following completion of six (6) months in regular assignments.

10.2 Vacation Entitlement: Vacation shall be earned during hours of paid status at the following rates:

Years of Service	Allowable Percentage for FTE	Days per Year FTE
0 through 5 years	1.0	12
6 through 9 years	1.25	15
10 through 15 years	1.50	18
16 through 19 years	1.75	21
20 through 25	2.0	24
26 and more years	2.25	27

- 10.3 Increase in Vacation Accrual Rates: Increases in vacation accrual rates shall become effective on July 1 of each year. Unit members eligible for an increase during any fiscal year shall be credited with that increase on July 1 beginning that fiscal year.
- 10.4 Vacation Accrual Rates for Former SPUHSD Employees: Bargaining unit members who were employed by the Santa Paula Union High School District (SPUHSD) as of June 30, 2013, and who then automatically became employees of the District on July 1, 2013, shall earn vacation as follows:
- 10.4.1 If the unit member was earning vacation in SPUHSD at a rate equal to or less than the rate set forth in Section 10.2, the unit member shall earn vacation at the rates specified in Section 10.2.
- 10.4.2 If the unit member was earning vacation in SPUHSD at a rate greater than that identified in Section 10.2 above, the unit member shall continue to receive that previous rate until he/she reaches the next anniversary step set forth in Section 10.2 that will increase the unit member to a higher rate. If that anniversary date occurs July 1, 2013, through and including June 30, 2014, the unit member will increase his/her rate to a higher level effective the month of that anniversary date. As of July 1, 2014, and thereafter, the increase in accrual rates will occur on July 1 of each fiscal year as specified in Section 10.3.
- 10.5 Vacation Accrual/Carryover: Vacation for twelve (12) month unit members may be accrued to a total not to exceed that which the unit member could accrue in fifteen (15) months. Employees working less than twelve (12) months shall be paid annually for vacation in the regular pay periods by dividing the number of yearly accrued days in pay by the number of months worked per year.
- 10.5.1 If at the commencement of a unit member's work year he/she has more than the allowable amount of vacation carryover from the prior fiscal year, the unit member shall be compensated for such excess at his/her regular rate of pay in order to reduce the amount of vacation to the unit member's maximum amount of

carryover in accordance with the California Education Code 45197. If the unit member is approaching the maximum amount of carryover, the unit member and his/her supervisor shall meet and schedule those excess vacation days during that fiscal year. If the unit member and his/her immediate supervisor cannot mutually agree on a schedule, the immediate supervisor shall have the right to schedule the use of those excess days and the unit member shall be compelled to take vacation on those days. If a unit member disagrees with the dates scheduled by his/her immediate supervisor, the unit member may request a meeting with the Superintendent or designee to discuss his/her objections. The Superintendent or designee's decision shall be final.

- 10.6 Part-Time Employees: Employees working less than 12 months, and/or 8 hours per day, will earn vacation in proportion to the time worked, pursuant to Education Code sections 45136, 45137, and 45197.
- 10.7 Vacation Requests/Scheduling: Vacations shall be subject to the approval of the immediate supervisor. Requests for vacation should be submitted to the supervisor 30 to 45 days before the start date of requested vacation. When more than one (1) employee at a site (or a department for non-site-based unit members) requests vacation at the same time, the determination of whose request will be granted shall be by seniority. Requests submitted after October 1 shall be subject to availability. A denial of a vacation request may be appealed to the Superintendent or designee. Any unscheduled vacation may be used with approval of the immediate supervisor.
- 10.8 Interruption of Vacation: A bargaining unit member shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave, jury duty, illness or injury leave, personal necessity leave, or other paid leave as provided by this Agreement without a return to active service, provided the unit member provides to the District adequate notice and relevant supporting information regarding the basis for such interruption or termination.

- 10.9 Payment on Termination: Upon separation from service for any reason, an employee with at least six (6) months of employment as a regular District employee shall be paid for all vacation credit accumulated and unused up to the effective day of the termination of employment, at the rate of pay applicable to his/her last regular assignment.
- 10.10 Unearned Vacation: A bargaining unit member who leaves the District's employment for any reason after having taken or been paid for vacation that was not yet earned shall have the amount of used, unearned vacation deducted from his/her final paycheck.
- 10.11 Accrual during Paid Leaves: Vacation shall be earned during any paid leave of absence or limited term assignment.
- 10.12 Holiday during Vacation: When a holiday falls during the scheduled vacation of a bargaining unit member, that holiday shall not be counted against the unit member's vacation allotment.
- 10.13 At the commencement of each school year, unit members shall be provided with a statement of their vacation balance.

XI.

PERSONNEL FILES

Personnel files shall be maintained at the Classified Human Resources Office and shall be the only official files for each unit member.

- 11.1 No derogatory information shall be placed in a unit member's personnel file until the unit member has had an opportunity to review that information and comment in writing.
- 11.1.1 Unit members shall have the right to paid release time to review the derogatory information and to prepare a written response within twenty (20) calendar days.
- 11.1.2 If the unit member chooses to respond, the written response shall be immediately attached to the information placed in the personnel file.

- 11.1.3 It is the unit member's responsibility to notify his or her immediate supervisor no less than one (1) work day before taking released time for this purpose.
 - 11.1.4 The unit member shall acknowledge that he or she has read the material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed and does not necessarily indicate agreement with the content.
- 11.2 No complaint against a unit member shall be placed in his or her file unless it has been reduced to writing and signed by the complainant, in accordance with Section 11.1 above.
- 11.3 Unit members shall have the right to review their own personnel files during non-working time.
- 11.3.1 In case of disciplinary action, a unit member shall be allowed to review his or her personnel file on District time. The unit member may authorize in writing or be accompanied by a CSEA representative to review his or her personnel file.

XII. EVALUATION PROCEDURE

- 12.1 The goal of the evaluation process is to assist the unit member to develop and maintain high standards. Evaluations are also to provide appropriate recognition when the unit member is exceeding District standards. Consistent procedures, as set forth below, are to be applied in the evaluation of all unit members.
- 12.2 Probationary Period: A bargaining unit member shall serve an initial probationary period in a class not to exceed six (6) months or one hundred thirty (130) days of paid service.
- 12.3 Probationary Unit Member Evaluations: Regular classified probationary bargaining unit members shall receive at least two (2) formal written evaluation reports on District forms at the end of the second (2nd) and the

fourth (4th) months.

12.4 Permanent Unit Member Evaluations: Regular classified permanent bargaining unit members shall receive one (1) written evaluation report on the District form, at least once every other year. The evaluations will occur during the months of March through May. If an employee is on an extended unforeseen leave when the evaluation is completed, the District may give the employee the completed evaluation report when he or she returns from the leave and shall be deemed to have complied with the timelines herein. The immediate supervisor or designee shall provide the employee with the evaluation report and meet with the employee as required in Section 12.5.2 within two (2) workweeks of his or her return from the leave.

12.4.1 Any probationary unit member gaining permanent status during the months of January, February, March, or April will not be evaluated until the following school year.

12.5 Procedure: The following evaluation procedures shall be followed:

12.5.1 The evaluation reports described herein shall be reviewed by the immediate supervisor or designee. The immediate supervisor or designee shall have the authority to modify the report. No bargaining unit member shall evaluate another unit member.

12.5.2 The unit member shall receive a written copy of the evaluation report form described herein at a conference conducted between the immediate supervisor or designee and evaluated unit member during the unit member's work hours.

12.5.3 Any deficiencies cited in an evaluation shall be accompanied by the specific occurrence(s). Specific suggestions for remedy(ies) and improvement shall be given in writing. Such deficiencies should be dealt with as soon as possible and prior to becoming a point of the annual evaluation.

12.5.4 The evaluated unit member and immediate supervisor or designee shall sign the evaluation report form, a copy of which shall then be filed in the unit member's file in the Classified Human Resources Office.

12.5.5 The unit member may submit a written response to the evaluation

report as provided in Article 11, Personnel Files. Such a response shall be reviewed by the immediate supervisor or designee and shall then be attached to the original evaluation report form.

12.5.6 The immediate supervisor or designee has the authority to consult with other persons who have the opportunity to observe the unit member or otherwise assess the unit member's performance. The evaluation report shall state that information of this type was obtained by other than direct observation. No evaluation shall be based solely upon hearsay statements.

12.5.7 Application of Article 18, Grievance Procedure, shall be limited to the application of the evaluation procedures set forth in this Article and shall not be construed to apply to evaluation content.

12.5.8 Appeal: Any unit member has the right to appeal within ten (10) working days to the next highest supervisor (who has not participated in his/her evaluation) any mark or comment with which the member disagrees. Under normal circumstances, the next highest supervisor shall meet with the unit member within ten (10) working days after the appeal meeting. By mutual agreement, the timelines may be extended.

12.5.9 Evaluation Response Following Appeal: The unit member shall have the right to respond in writing to his or her evaluation within thirty (30) calendar days following receipt of the decision on his or her appeal of the evaluation.

XIII.

TRANSFERS AND PROMOTIONS

13.1. Definitions:

13.1.1 "Transfer" shall mean the change of a unit member's assigned work location(s) to another within the same position/classification, or the reassignment of an employee from one position to another in the same class or to a position in a similar or related class, with the same salary range.

13.1.2 "Vacancy" shall mean a new or vacant position that is an opening

created for any reason which the District intends to fill.

13.1.3 "Promotion" shall mean the reassignment of an employee from one classification to a classification at a higher pay range.

13.2. Criteria for Transfer: The following criteria shall be used in consideration of transfer requests:

13.2.1 The need and efficient operation of the District as defined by central District administration.

13.2.2 The contribution the member can make at the new location.

13.2.3 The qualifications, including skills, experience, and recent training of the member.

13.2.4 The length and quality of the past service rendered to the District by the member.

13.2.5 The equal opportunity goals of the District.

13.2.6 The approval of the site manager where the vacancy exists.

13.2.7 The preference of the employee.

13.2.8 Other things being equal, as determined by management, seniority shall prevail in filling vacancies from a list of employees who have requested transfers.

13.3 Initiation: Transfer of any unit member may be initiated by the District or requested by the unit member in writing at any time. The District Office shall retain the unit member's request for one year.

13.4 Voluntary Transfers: Members of the bargaining unit may at any time submit to the Classified Human Resources Office written requests for transfers. Such requests shall include classification title requested; the number of hours the employee desires; the specific work location desired (if any); the maximum/minimum number of months the employee is willing to work.

13.5 Posting of Vacancies: The District shall post all vacancies in the classified unit at all work locations for a period of five (5) working days, during which time bargaining unit members may file for the vacancy. Consideration will be given

to all candidates who meet the established qualifications for vacancy. Denial of a transfer request shall be done in writing, or by telephone or other personal contact by the Classified Human Resources Office. Upon request by member, an in-person meeting will be scheduled with Director of Classified Human Resources.

- 13.6 First Consideration: Qualified permanent unit members with a Request for Transfer held on file will be granted an interview along with the top three (3) ranks of the applicant pool.
- 13.7 Probationary Period: A permanent unit member who is promoted or transfers to a position in a classification in which he or she has not previously completed a probationary period shall be considered probationary in that classification for a period of six (6) months. At any time during the probationary period, the unit member may be returned (transferred) to his or her former classification without right of appeal. If a unit member does not successfully complete this probationary period, the unit member shall be placed in his or her former classification. If a vacant position does not exist the employee shall displace the least senior employee in that classification, who shall be laid off.
- 13.8 Demotional Transfer: A permanent employee may request voluntary demotion to a classification with a lower maximum salary rate. Such requests require the approval of his or her immediate supervisor and that of the supervisor to which he or she is to be assigned.
- 13.8.1 Voluntary demotion is a privilege available to a probationary employee only in cases when he or she would otherwise be laid off for lack of work or lack of funds.
- 13.8.2 An employee who has accepted demotion in lieu of layoff for lack of work, lack of funds or abolishment or reclassification of his or her position, has the right to be reemployed, in accordance with his or her seniority, in a vacant position in his or her former classification within thirty-nine (39) months after demotion. Intervening reassignments to other classifications shall not abrogate that right. If he or she has not been reemployed in his or her former classification within thirty-nine (39) months, he or

she shall be eligible for appointment to a vacant position in that classification, without examination, for an additional twenty-four (24) months, provided that the same test of fitness under which he or she qualified for appointment to the classification shall still apply.

13.9 Involuntary Transfer: A unit member may be transferred to another position in the same classification by administrative action. Such transfer shall be made only for the good of the classified service and shall not be for arbitrary reasons. Prior to the transfer, the unit member shall be given an opportunity to discuss the transfer and the reasons for the transfer.

13.9.1 The unit member shall be given five (5) days' notice of said transfer. An employee may be involuntarily transferred with less notice subject to the employee's approval. An employee may request up to two (2) additional working days' notice prior to implementation of the transfer for compelling personal reasons.

13.9.2 An employee cannot be transferred more than once per school year unless other circumstances arise requiring an immediate transfer.

13.10 Benefits: Transfer or promotion shall not change the unit member's anniversary date, accumulated sick leave, or accumulated vacation credit.

XIV.

LAYOFF AND REEMPLOYMENT

14.1 Layoff: A layoff for the purpose of this Article shall be an involuntary separation of a permanent or probationary classified employee due to lack of work or lack of funds.

14.2 Reduction in Regularly Assigned Time: A layoff for the purpose of this Article includes any reduction in hours of employment or assignment to a class or grade lower than that to which an employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff but does not include disciplinary action. The decision to reduce hours shall be negotiated with CSEA.

14.3 Order of Layoff:

- 14.3.1 Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee who has been employed the shortest time in the classification, plus higher classification, shall be laid off first. A higher classification is defined as one at a higher salary on the salary schedule.
- 14.3.2 "Length of service" shall be defined as hire date within classification plus higher classifications. For unit members employed in a probationary or permanent classified position on June 30, 2013, for the Santa Paula Elementary School District or Santa Paula Union High School District, hire date shall be based on their date of original employment in the classification in the Santa Paula Elementary School District or Santa Paula Union High School District.
- 14.3.3 If two or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the basis of original District hire date in a probationary position, with the employee hired first being retained; and if that is equal, the determination shall be made by lot.
- 14.3.4 A classified employee may not be laid off if a limited term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not apply to the retention of a limited-term employee, who is hired for a period not exceeding 60 days after which the limited-term service may not be extended or renewed.
- 14.3.5 Seniority List: The District shall provide the Association with an updated seniority roster for the classifications in which the layoff is anticipated no later than when the notices are sent out to unit members. A list of positions and/or hours recommended for reduction or elimination will be furnished to the Association upon request.
- 14.3.6 A unit member may challenge his or her place on the seniority

roster by notifying the Classified Human Resources Office. The Classified Human Resources Office shall review the request and inform the unit member, other affected unit members, and Association of the results of its review no later than the effective date of the layoff.

14.4 Notice of Layoff:

14.4.1 Notice to Affected Unit Members: The District shall provide to bargaining unit members written notice of layoff no less than sixty (60) days prior to the effective date of the layoff.

14.4.2 Notice of Layoff Due to Expiration of Specially Funded Program: When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

14.4.3 Contents and Service of Notice: The notice of layoff shall specify the reasons for the layoff, its effective date, displacement rights (if any), and reemployment rights. The notice shall be given by personal service or by certified mail to the last known home address of the employee on file in the Classified Human Resources Office. For purposes of this Article, if a notice is mailed, the second working day following the postmark date of the notice shall be considered the official date of receipt.

14.4.4 Notice to Association: The District shall notify the Association in writing of any intention to layoff or proposal to reduce the hours of bargaining unit members at least ten (10) working days prior to public notice. No reductions in hours shall occur until the decision to reduce hours are negotiated with CSEA.

14.5 Displacement/Bumping Rights:

14.5.1 Same Classification: A unit member who is laid off shall have the right to displace (bump) a less senior employee in the same classification in the following ranked sequence:

14.5.1.1 A vacant position with the same number of hours per day.

14.5.1.2 The least senior employee with the same number of hours per day.

14.5.1.3 The least senior employee with the next existing greater number of hours per day.

14.5.1.4 The least senior employee with the next existing fewer number of hours per day.

14.5.2 Equal or Lower Classification: A unit member who is laid off shall have the right to displace (bump) a less senior employee in an equal or lower classification in which he or she has attained permanency in the following ranked sequence:

14.5.2.1 A vacant position with the same number of hours per day.

14.5.2.2 The least senior employee with the same number of hours per day.

14.5.2.3 The least senior employee with the next existing greater number of hours per day.

14.5.2.4 The least senior employee with the next existing fewer number of hours per day.

14.5.3 Voluntary Demotion or Transfer in Lieu of Layoff: A permanent unit member subject to layoff may accept, in lieu of layoff, a voluntary demotion to a vacant position in a lower classification in which he or she has not previously served, or transfer to an equal classification in which he or she has not previously served, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply. The Personnel Commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

14.5.4 Salary Placement After Demotion or Transfer: A unit member who

accepts a demotion in lieu of a layoff shall be placed at the salary range of the lower classification, and then to that step of the lower range that comes closest to the unit member's hourly salary rate in the higher classification without exceeding the previous hourly salary rate.

14.5.5 PERS Retirement in Lieu of Layoff: Any unit member who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If the unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the unit member's request for reinstatement from retirement.

14.5.6 Reemployment Rights: Laid off employees shall be reemployed in order of seniority as vacancies become available.

14.5.7 Laid off unit members who are unable to or elect not to take voluntary demotions, reductions, or displacement rights shall be eligible for reemployment for a period of 39 months from the effective date of layoff as follows:

14.5.7.1 The unit member's reemployment shall take preference over new applicants.

14.5.7.2 The unit member shall have the right to participate in promotional examinations within the District during the period of 39 months.

14.5.8 Employees Who Take Voluntary Demotions or Reductions:

14.5.8.1 A unit member who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid

off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply. The Personnel Commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

14.5.8.2 A unit member who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in his or her former class or to a position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list the unit member shall be ranked on that list in accordance with his or her proper seniority.

14.5.9 Offers of Reemployment: A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) for which he/she is eligible. The notice shall be by telephone. If the District is unable to reach the laid off unit member by telephone, notice shall be sent by certified mail to the last address of the unit member on record. Within five (5) calendar days of receipt of notice, the unit member must accept the position or the right to it is deemed waived. CSEA shall be given written notice of all unit members offered reemployment.

14.5.10 A unit member who has received and declined three (3) offers of employment in the classification from which laid off with the same or more hours than that held at the time of layoff shall be removed from the reemployment list.

14.5.11 Any acceptance by a laid off unit member of a position to a classification lower than the classification from which the unit member was laid off or to the same classification but with fewer hours shall not affect the unit member's original thirty-nine (39)

or sixty-three (63) month rights to reemployment in the former classification and a position with the same number of hours.

14.5.12 Status and Rights Following Reemployment:

14.5.12.1 When the District reemploys a laid off permanent unit member within the 39 months, the unit member shall be fully restored to his or her classification as a permanent employee, with all contractual rights and benefits. Service credit and statutory benefits such as sick leave and vacation and entitlement to other leaves shall not accrue during the period of layoff.

14.5.12.2 Seniority following Reemployment: Laid off employees reemployed within thirty-nine (39) months shall be restored with all seniority earned to and including the effective date of the layoff. Unit members shall not accrue seniority while laid off. When reemployed their hire date seniority shall be adjusted to account for the time on the reemployment list.

14.5.12.3 Salary Schedule Placement following Reemployment: A laid off unit member reemployed within 39 months shall be placed on the same step on the salary schedule as on the effective date of the layoff.

14.5.12.4 Reemployment in New Position: If a unit member is reemployed in a new classification and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

14.6 Limited Term and Substitute Work: A unit member who is laid off and who is on a reemployment list may be employed as a substitute, limited-term or temporary employee in his or her original classification or any other classification for which the unit member is qualified, and such reemployment shall in no way jeopardize or otherwise affect his or her status or eligibility for reemployment. Refusal of an offer of substitute or limited-term employment

shall not affect the standing of any unit member on a reemployment list.

- 14.7 Sick Leave Hours: Provided that the unit member is reemployed within 39 months from the effective date of layoff, sick leave hours earned and unused at the time of layoff shall be restored upon reemployment, unless the unit member transferred sick leave hours after accepting employment in another California school district, county office, or community college district employer within one year of the effective date of layoff. In such cases, the unit member shall be entitled to transfer back only those hours that remain with the other employer.
- 14.8 Vacation and Compensatory Time: Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the unit member.
- 14.9 Work as a Substitute: A unit member on the reemployment list shall be offered first opportunity to substitute in the classification from which he/she was laid off in accordance with seniority provided the unit member notifies the District of his/her desire to be placed on a substitute list. The unit member shall receive the same hourly rate as received prior to layoff.
- 14.10 Use of Volunteers/Others to Replace Laid Off Employees: The District may not abolish any of its classified positions and utilize volunteer aides in lieu of classified employees who are laid off as a result of the abolition of a position. The District shall not refuse to employ a person in a vacant position and use volunteer aides in lieu of filling the classified position.
- 14.11 Right to Use Personal Necessity Leave to Seek Employment: The District agrees that laid off unit members may use Personal Necessity Leave/Compelling Personal Leave (if available) in accordance with Section 9.3, in order to search for other employment. Unit members must provide notice of such use in accordance with Section 9.3.
- 14.12 Negotiations:
- 14.12.1 Within ten (10) working days of notification pursuant to Section 14.4.4 above, the Association shall respond in writing of its intent to negotiate the decision to reduce hours, the effects of such

reduction, and/or the effects of layoff. The District and the Association shall meet within ten (10) working days after the Association's notice of its intent to negotiate.

14.12.2 For purposes of this Article, "working days" shall be defined as days that the District Administrative Offices are open.

14.12.3 Nothing herein shall preclude the District from implementing a layoff of bargaining unit members pursuant to the timelines established in the Education Code if the parties have not reached agreement on the negotiable effects of the layoff.

XV.

DISCIPLINE PROCEDURES

15.1 A permanent bargaining unit member shall be subject to disciplinary action only for cause as prescribed by these rules and regulations, and only pursuant to the procedures outlined herein.

15.2 No disciplinary action shall be taken based on documentation in the employee's permanent personnel file which is in excess of two (2) years of age.

15.3 Nondiscrimination — No unit member shall be suspended, demoted, dismissed, subjected to any form of disciplinary action, harassed, or in any way discriminated against because of the employee's affiliations, race, color, national origin, age, marital status, sex, sexual orientation, physical or mental disability, ancestry, employee organization membership or non-membership and legal activities related thereto, medical condition (as defined in Government Code section 12926), or religious or political belief or acts, except as provided by law.

15.4 Definitions:

15.4.1 For purposes of this Article, "disciplinary action" is any action whereby an employee is deprived of any classification or any incident of classification in which he/she has permanence, including dismissal, suspension without pay, involuntary demotion, or any involuntary reassignment to a lower classification except a layoff for lack of work or lack of funds.

15.4.2 For purposes of this Article, "working days" shall be defined as days that the District Office is open for business.

15.5 Service of Notices on Employee:

15.5.1 Any written notice required to be given to the employee under this Article shall be by personal service or certified U.S. Mail.

15.5.2 For purposes of this Article, if a notice is mailed to the employee, the second working day following the postmark date of the notice shall be considered to be the official date of receipt.

15.5.3 Notice to the employee by mail will be deemed to have been met if the notification is sent certified mail to the last known home address on file in the Classified Human Resources Office. Failure of the employee to retrieve delivered mail, or respond to notifications by the U.S. Postal Service of attempted delivery shall not be grounds for voiding notification.

15.5.4 It is the employee's responsibility to keep the District informed of a current mailing and/or home address.

15.6 Causes for Discipline:

15.6.1 Unsatisfactory Performance – Engaging in below-standard work performance.

15.6.2 Inefficiency – The inability to perform the assigned duties of the position.

15.6.3 Insubordination - Knowingly refusing to comply with directives, including but not limited to refusal to perform reasonably assigned duties.

15.6.4 Inattention to or Dereliction of Duty – Neglect or dereliction in the performance of assigned duties.

15.6.5 Dishonesty.

15.6.6 Violation of state and/or federal law, Personnel Commission Rules and Regulations, or written policies or procedures adopted by the District.

15.6.7 Engaging in political activities during assigned hours of duty in violation of law or board policy and regulations.

- 15.6.8 Repeated unexcused absence or tardiness.
- 15.6.9 Abuse of leave.
- 15.6.10 Abandonment of Position – Absence of three (3) consecutive working days without notification or permission (and failure to notify the District of a valid or acceptable reason for absence).
- 15.6.11 Failure to return to work or notify the District within three (3) working days following an authorized leave of absence except in the case of dire emergency.
- 15.6.12 Theft, unauthorized use, willful misuse for personal gain, willful destruction or mishandling of District, student body, student and/or parent/guardian property.
- 15.6.13 Possession of opened alcoholic beverage containers on District property, consuming alcoholic beverages on District property or while on duty, or being under the influence of alcohol while on duty.
- 15.6.14 Unlawfully possessing, using, selling or otherwise furnishing or being under the influence of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code while on duty or on school property.
- 15.6.15 Unlawfully offering, arranging or negotiating to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code while on duty or on school property.
- 15.6.16 Verbal abuse of a pupil, a member of the public, another District employee, or a District official.
- 15.6.17 Use of language likely to result in violence or verbally threatening violence on a pupil, a member of the public, another District employee, or a District official.
- 15.6.18 Physically attacking a pupil, a member of the public, another District employee, or a District official.
- 15.6.19 The misuse of District technology.
- 15.6.20 Knowingly falsifying or withholding any material information

- supplied to the District, including but not limited to, information supplied on application forms, time sheets, and employment records.
- 15.6.21 The uninsurability of a unit member to drive a District vehicle when such is a requirement of the unit member's position.
- 15.6.22 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 15.6.23 Willful or persistent violation of, or failure to enforce, regulations or procedures pertaining to health and safety.
- 15.6.24 All forms of conduct or discrimination prohibited under federal, state or local laws, including but not limited to: ethnic, racial, religious, or harassment of another based on protected classification.
- 15.6.25 Advocacy of the overthrow of the federal, state, or local government by force, violence, or other unlawful means.
- 15.6.26 Possession of a weapon on District property or while on duty except as expressly authorized by the Superintendent or designee.
- 15.6.27 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 15.6.28 Conviction of a felony or serious crime or a record of one (1) or more convictions which indicate that the person is a poor employment risk for the particular job which the employee holds in the District.
- 15.6.29 Intentionally and knowingly disclosing to any person any information expressly designated to be "confidential" by California law, federal law, or duly adopted, written Board policy of the District.

15.6.30 Any other failure of good conduct tending to injure the public service.

15.7 Progressive Discipline:

These steps may be repeated or skipped based on the severity or nature of the misconduct.

15.7.1 Verbal Warning — At this informal meeting, the employee shall be informed of the specific areas of his/her service which need improvement and, where appropriate, the supervisor shall prepare a plan for assistance which will help the employee correct any deficiencies and provide for a time period for improvement. This shall be an informal meeting and no record shall be included in the employee's permanent personnel file of this meeting at this time. Should there be a need for subsequent disciplinary action, records of this meeting may be included with other documentation of deficiencies.

15.7.2 Written Warning — A written warning shall state the rule violated, the acts or omissions in violation, recommendations for performance improvement, a time period for improvement, and consequences for continued infractions. This written warning shall be included in the employee's official personnel file. The employee shall have the right to review and respond pursuant to Section 11.1 of this Agreement.

15.7.3 Letter of Reprimand — A letter of reprimand shall include the specific cause for the action; the policies, rules, and regulations alleged to have been violated; a plan for improvement; a timeline for improvement and review; and consequences for continued infractions. The unit member shall sign the reprimand to acknowledge receipt only. The unit member shall have the right to review and respond to the letter of reprimand pursuant to Section 11.1 of this Agreement.

15.7.4 Suspension — An employee may be suspended for up to thirty (30) days without pay. The proposed length of suspension shall relate to the seriousness of the alleged offense.

15.7.5 Final Step — A unit member may be subjected to other forms of disciplinary action, including demotion or termination.

15.8 Immediate Suspension:

15.8.1 Charged with Specified Criminal Offenses — An employee shall be immediately suspended if charged with the commission of any sex offense or controlled substance offense referred to in Education Code Sections 44010, 44011, and 45304, and the suspension shall continue for not more than ten (10) days after the date of the entry of the court judgment. Any employee so suspended shall continue to be paid his/her regular salary during the period of suspension if the employee furnishes to the District a suitable bond, or other security acceptable to the District, as a guarantee that the employee will repay to the District the amount of salary so paid to him/her during the period of suspension in case the employee is convicted of such charges, or the employee does not return to service after such period of suspension. If the judgment determines that the employee is not guilty of such charges, or if the complaint, information, or indictment is dismissed, the District shall reimburse the employee for the cost of the bond; or, if the employee has not elected to furnish such bond, the District shall pay to the employee his/her full compensation during the period of the suspension, provided the employee returns to service after such period of suspension.

15.8.2 Other Immediate Suspension — A permanent employee may be immediately suspended with loss of compensation if the Superintendent or his/her designee has determined there is a danger to the health, safety, and well-being of the employee, students, fellow employees, or District property. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must

be removed from the premises immediately, the Superintendent or designee shall give the unit member written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

15.9 Application to Employees of the Personnel Commission — For the purposes of this section "the Personnel Commission" shall replace "the Governing Board" and "the District" and "the Director, Classified Human Resources" shall replace "the Superintendent" for bargaining unit members employed by the Personnel Commission. For Personnel Commission employees the appeal of disciplinary action imposed by the Personnel Commission shall be before a hearing officer and the decision of the hearing officer shall be the final disposition of the appeal. The Personnel Commission shall adopt and abide by the decision of the hearing officer.

15.10 Notice of Proposed Disciplinary Action

15.10.1 A unit member shall be informed by written notice of the specific charges against him or her and given opportunity to respond as provided herein before the imposition of disciplinary action as defined in Section 15.4 above.

15.10.2 Contents of Notice:

A notice of proposed disciplinary action is the notification that disciplinary action will be recommended to the Governing Board and shall contain statements in ordinary and concise language of:

- A. The nature of the proposed disciplinary action (suspension, demotion, dismissal, etc.).
- B. The specific causes and section of this Article that the

employee is accused of violating.

- C. The specific charges, including times, dates, location, and a description of the chargeable actions or omissions in ordinary and concise language.
- D. The proposed effective date(s) of the disciplinary action.
- E. The employee's rights to see and obtain copies of all documentation to support the District's case against the employee.
- F. The employee's right to representation.
- G. The employee's right to request a meeting to dispute the charges and/or proposed action within five (5) working days of notice, and the right to have such a Skelly/pre-disciplinary meeting within the timelines specified in these rules.
- H. The employee's right to respond to charges either orally or in writing at this pre-disciplinary meeting.

15.10.3 Service of Notice — The notice of the proposed disciplinary action shall be in writing and served in person or by certified mail to the employee as provided by Section 15.5.

15.11 Skelly/Pre-Disciplinary Meeting:

15.11.1 Failure to Request Skelly/Pre-Disciplinary Meeting — If the employee does not respond and request a Skelly/pre-disciplinary meeting within the five (5) working day period specified in the notice of proposed disciplinary action, the employee shall be deemed to have waived his/her right to a Skelly/pre-disciplinary meeting. The Superintendent or designee shall recommend to the Board that the proposed disciplinary action be approved and written notice given to the employee as provided in Section 15.11.

15.11.2 Request for Skelly/Pre-Disciplinary Meeting — If the employee requests a Skelly/pre-disciplinary meeting within five (5) working days after receipt of the notice specified under Section 15.10, the

employee shall have a right to a Skelly/pre-disciplinary meeting before the supervisor or other official who can effectively recommend that the proposed action be taken, modified, or aborted, and the effective date of the proposed disciplinary action shall be stayed pending the outcome of the meeting. The Skelly/pre-disciplinary meeting shall be held prior to a recommendation of disciplinary action to the Superintendent, and shall be within ten (10) working days of the receipt of the request for meeting, unless the parties agree to an extension of this timeline.

- 15.11.3 Notice — The Director, Classified Human Resources, shall notify the appropriate District administrator upon receipt or lack of a meeting request, and shall coordinate the scheduling of the Skelly/pre-disciplinary meeting if a timely request is filed.
- 15.11.4 Employee's Opportunity to Refute Charges — The employee shall have the opportunity to refute all charges and shall be allowed to present any evidence or information he/she may have which would cause the disciplinary recommendation to be modified or rejected at the Skelly/pre-disciplinary meeting. The employee shall not be entitled to call witnesses to testify or speak at the meeting, but may present the information those witnesses would speak or testify to, or the employee may present written statements from the witnesses or other documents summarizing the witnesses' statements.
- 15.11.5 Right to Representation — The employee may, at his/her option and at his/her own expense, be represented by legal counsel and/or union representation. It is the employee's responsibility to obtain union representation or legal counsel.
- 15.11.6 Skelly/Pre-Disciplinary Meeting Recommendation — The District official who holds the Skelly/pre-disciplinary meeting shall provide written notice to the Classified Human Resources Office within five (5) working days of his/her recommendation to (1) uphold the proposed disciplinary action, (2) modify the proposed

disciplinary action, or (3) reject and halt the proposed disciplinary action. The Director, Classified Human Resources, shall notify the employee and the Superintendent or designee in writing of this recommendation within five (5) working days of receipt of the Skelly/pre-disciplinary meeting recommendation.

15.12 Superintendent's or Designee's Recommendation – Following receipt of the recommendation of the Skelly/pre-disciplinary meeting official, the Superintendent or designee shall determine whether to proceed with the proposed disciplinary action. If the Superintendent or designee recommends proceeding with the proposed disciplinary action, specific written charges as described in Section 15.10.2 above, shall be prepared and presented for action of the Governing Board. The Superintendent or designee shall notify the Director, Classified Human Resources, within five (5) working days of the Board's decision.

15.13 Appeal to Personnel Commission:

15.13.1 If the decision of the Governing Board is to impose or modify the proposed disciplinary action, the permanent employee may appeal the action to the Commission, pursuant to these rules.

15.13.2 Notice of Board Action and Right to Appeal — The Director, Classified Human Resources, shall notify the employee in writing of the Board's decision within five (5) working days after notification of the Governing Board's decision.

15.13.3 Contents of Notice — The Notice of Disciplinary action, which is the notification that disciplinary action has been approved by the Governing Board, shall contain statements in ordinary and concise language of:

- A. The nature of the disciplinary action taken (suspension, demotion, dismissal, etc.).
- B. The effective date of the disciplinary action.
- C. The employee's right to appeal the disciplinary action to the Personnel Commission within fourteen (14) calendar days of service of the notice of disciplinary action, and the

right to have such a hearing within the timelines specified in these rules.

- D. The employee's right to representation.
- E. A statement that the Commission may sustain, reject, or modify the disciplinary action taken against the employee.
- F. The employee's right to request the Personnel Commission to subpoena witnesses.
- G. A form, the signing and filing of which shall constitute a demand for a hearing, and explaining the procedure for a Personnel Commission hearing.

15.13.4 The appeal form must be received in the Classified Human Resources Office by the deadline specified in the notice of disciplinary action. The employee must include in the appeal his/her current mailing and residency address at which the employee may be contacted, in the event that additional correspondence needs to be sent to the employee. The appeal notice filed by the employee must also contain the name of his/her legal counsel or representative and the address and telephone number of such counsel or representative. The employee must attach to the appeal form the reasons for the appeal. Appeals can be made only on the following grounds:

- A. That the procedures set forth in these rules and regulations have not been followed.
- B. That the disciplinary action was taken because of unlawful discrimination against the employee based on but not limited to the employee's affiliations, race, color, national origin, age, marital status, sex, sexual orientation, physical or mental disability, ancestry, employee organization membership or non-membership and legal activities related thereto, medical condition (as defined in Government Code Section 12926), or religious or political beliefs or acts, except as legally provided in Section 15.6.
- C. That there has been an abuse of discretion on the part of

the District.

- D. That the action taken was not in accord with the facts.
- E. That the penalty invoked by the District was excessive.

15.13.5 If the request for the appeal is not received in the Classified Human Resources Office by the deadline stated in the notice to the employee, the employee shall be deemed to have waived all rights to the hearing, the Governing Board's action shall be final and conclusive, and no further appeal rights shall be allowed.

15.14 Hearing Before Personnel Commission:

15.14.1 If the employee's request for an appeal notice is received in the Classified Human Resources Office within the timeline specified in the notice under Section 15.13, the employee's shall have a right to have a hearing before the Personnel Commission.

15.14.2 The Director, Classified Human Resources, shall notify the District and the Commission upon receipt or lack of receipt of an appeal notice, and shall coordinate the scheduling of the Personnel Commission Appeal Hearing if a timely appeal is filed.

15.14.3 Scheduling and Location of Hearing — Upon receipt of the appeal notice, the Commission shall determine the date, time, and place of the appeal hearing. The appeal hearing shall be held within the boundaries of the District, and in a place which is conducive to the proper conduct of the hearing. The Director, Classified Human Resources, shall notify the employee in writing of the time, date, and place of the Personnel Commission Appeal Hearing. The employee must be given at least ten (10) working days' written notice.

15.14.4 The hearing before the Personnel Commission shall be a full evidentiary hearing. The employee shall have the right to be heard in his/her own defense, to present all evidence and testimony on his/her behalf, to examine all evidence submitted by the District, hear testimony of the supervisor(s) who initiated the action, and examine and cross-examine all witnesses giving

testimony. All hearings before the Personnel Commission shall be in closed session, unless the appealing employee requests an open hearing in his/her appeal notice.

- 15.14.5 Right to Representation — The employee may, at his/her option and his/her own expense, be represented by legal counsel and/or union representation, or any other person designated by the employee. It is the employee's responsibility to obtain union representation or legal counsel. If the employee files an appeal, the employee shall be required to attend the Personnel Commission Appeal Hearing, even if the employee's designated representative appears on his/her behalf. If the employee fails to appear, the employee will be deemed to have forfeited his/her rights to further appeal and the Commission shall allow the Governing Board's disciplinary action to stand.
- 15.14.6 Authority of the Personnel Commission — The Personnel Commission shall conduct hearings of appeals to disciplinary actions. The Commission shall have the right to sustain or reject any or all of the charges filed against the employee, take action to sustain or modify or reject the disciplinary action invoked against the employee, or it may direct such other action as it may find necessary to effect a just settlement of the appeal.
- 15.14.7 Appointment of Hearing Officer — The Commission may appoint a hearing officer to conduct any hearing under this Article. A hearing officer conducting such hearing may administer oaths, subpoena and require the attendance of witnesses and production of papers, and rule on motions and objections filed by the parties.
- 15.14.8 Conduct of the Hearing — Hearings shall be conducted in the manner conducive to determination of the truth, and neither the Commission nor its appointed hearing officer shall be bound by technical rules of evidence. Decisions made by the Commission shall not be invalidated by any informality in any of the proceedings. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to

rely in the conduct of serious business, regardless of the existence of any common law or statutory rule which might cause the evidence to be objected or ruled out if presented in a criminal or civil procedure before a court of law. The procedure titled "Administrative Adjudication" commencing with Government Code section 11500 shall not apply to any disciplinary hearing before the Commission or a hearing officer.

- 15.14.9 Record of Hearings — All hearings under the authority of the Commission shall be electronically recorded in such a manner that a verbatim written transcript can be produced if necessary. The Commission or either party may request that the hearing be recorded by a court reporter, in which case the party making the request shall bear the cost. If both parties make such a request, the cost shall be equally shared by the parties.
- 15.14.10 Deliberation of Hearing Officer and Personnel Commission — Whether the hearing is held in open or closed session, the hearing officer (if one is appointed by the Commission) and the Personnel Commission shall deliberate on the evidence presented and make its decision in closed session.
- 15.14.11 Disqualification of Hearing Officer or Personnel Commissioner — A hearing officer or Commission member shall voluntarily disqualify himself/herself and withdraw from any appeal in which he/she cannot accord a fair and impartial hearing or consideration. Any party may request the disqualification of any hearing officer or Commission member by filing an affidavit, prior to the taking of evidence at a hearing, stating with particularity the grounds upon which it is claimed that a fair and impartial hearing cannot be accorded.
- A. If the Commission determines that there is a sufficient ground for disqualification, it may elect to disqualify the hearing officer or Commission member.
 - B. Where the disqualification request concerns a Commission member, the issue shall be determined by the other

members of the Commission.

15.15 Decision Following Appeal to Personnel Commission:

15.15.1 Decision Following Hearing before Hearing Officer — If the hearing is conducted before a hearing officer, the hearing officer shall render his/her proposed written decision as soon after the conclusion of the hearing as possible, but not later than ten (10) calendar days following the conclusion of the hearing, unless both parties agree to an extension of time. The hearing officer's written decision(s) shall contain findings of fact, a determination of the issues presented, and the penalty imposed, if any. The Commission shall render its decision no later than ten (10) calendar days following receipt of the hearing officer's proposed decision, unless both parties agree to an extension of time. The Commission may accept, reject, or amend any of the findings or recommendations of the hearing officer. Any rejection or amendment of findings or recommendations shall be based either on a review of the transcript of the hearing or investigation, or upon the results of such supplementary hearings or investigations as the Commission may order. The Commission's written decision(s) shall contain findings of fact, a determination of the issues presented, and the penalty imposed (if any). The findings may be stated in the language of the pleadings or the report and findings of the hearing officer.

15.15.2 Decision Following Hearing Before Personnel Commission — The Commission shall render its judgment as soon after the conclusion of the hearing as possible, but not later than ten (10) calendar days following the conclusion of the hearing, unless both parties agree to an extension of this timeline. The decision(s) of the Commission shall be in writing and shall set forth which charges, if any, are sustained and the reason. The Commission's written decision(s) shall contain findings of fact, a determination of the issues presented, and the penalty imposed (if any). The findings may be stated in the language of the pleadings or the

report.

- 15.15.3 The Commission may sustain or reject any or all of the charges filed against the employee. The Commission may sustain, modify, or reject the disciplinary action invoked against the employee.
- 15.15.4 If the disciplinary action is not sustained, the Commission's order shall set forth the effective date that the employee is to be restored or reinstated to his/her former position and/or status; such date to be set forth at any time on or after the date that the disciplinary action was implemented.
- 15.15.5 Copies of the Commission's decision(s) shall be delivered to the parties personally or transmitted to them by certified mail.

15.16 Effect of Decision:

- 15.16.1 Upon receipt of the Commission's written decision the Governing Board shall forthwith comply with the provisions thereof. When the Governing Board has fully complied with the Commission's decision, it shall so notify the Commission in writing.
- 15.16.2 If the Governing Board fails and/or refuses to fully comply with the Commission's written decision(s) and order(s) as required by these rules and regulations and legal statutes, the Commission may seek judicial action to ensure compliance.
- 15.16.3 Following its determination of the facts and findings relative to the disciplinary action invoked against the employee, if the Commission sustains the appeal and rejects the Governing Board's recommended disciplinary action, the Commission shall consider such other matters as it deems necessary and proper to effect a just settlement of the appeal, including, but not limited to:
 - A. Compensation of the employee for all or part of the legitimate expenses incurred in pursuit of the appeal. If such a finding is made, the expenses ordered paid by the Commission shall be a legitimate and legal draw upon the general funds of the District and the Governing Board.
 - B. The granting of seniority credits for any or all of the off-

duty time pending restoration or reinstatement.

- C. Removal from the employee's personnel file and record of any and all charges and/or disciplinary actions that are not sustained by the Commission.

XVI.

SAFETY

- 16.1 It is the obligation of the District to provide safe working conditions for bargaining unit members.
- 16.2 All unit members shall maintain safe and sanitary conditions in their work areas of responsibility.
- 16.3 All unit members will report to their immediate supervisor any practice, condition, or specific occurrence that poses a threat to the health or safety of any person associated with the District.
- 16.4 Unit members shall not normally be required to work under unsafe conditions or perform tasks that endanger their safety or the safety of others. However, in emergency situations unit members shall comply with their responsibility in the disaster preparedness plan.
- 16.5 Tools: The District agrees to provide all tools, equipment, and supplies reasonably necessary to unit employees for performance of employment duties. Any use of non-District owned tools and materials is prohibited.
- 16.6 No Discrimination: No member of the unit shall be in any way discriminated against as a result of reporting any condition believed to be a health or accident hazard.
- 16.7 If a unit member, in connection with their employment, is subjected to assault or battery by a student, parent, or other staff member, they shall immediately report the incident and circumstances to their immediate supervisor. The immediate supervisor shall forward the report to the appropriate District administrator with a copy to CSEA.
- 16.8 Uniforms: The District shall provide uniforms to members of the bargaining

unit under the following provisions:

- 16.8.1 Any bargaining unit employee required to wear District-designated apparel will be provided the designated apparel sufficient for a weekly change upon initial employment. Replacement apparel will be provided upon request. District may request the return of the prior issued apparel.
- 16.8.2 At the beginning of each school year custodial, maintenance, and grounds, campus security, campus safety, campus supervision assistant, and child nutrition services employees shall be given an allowance for safety footwear.
 - 16.8.2.1 The Director of Maintenance or Superintendent's designee shall identify the necessary safety features of the foot ware for custodial, maintenance, and grounds and the allowance shall not exceed \$200.
 - 16.8.2.2 The Director of Food Services or Superintendent's designee shall identify the necessary safety features of the footwear for child nutrition services and the allowance shall not exceed \$150.
 - 16.8.2.3 A District designee shall identify the necessary safety features of footwear for campus security, campus safety, and campus supervision the allowance shall not exceed \$75 for the purchase of shoes or orthotic inserts.
- 16.8.3 At the beginning of each school year Campus Security/Campus Safety staff shall be provided necessary apparel other than shirts at District expense. This apparel shall be issued annually and returned at the end of each school year. Replacement garments will be provided upon presentation of prior issue. The District shall consult with Campus Security/Campus Safety staff to determine appropriate and necessary apparel. Necessary tools, equipment and supplies will be provided pursuant to Section 16.5.

16.9 District Safety Committee: The District Safety Committee will have one classified employee representative.

XVII.

PROFESSIONAL GROWTH

17.1 Professional Development Program: Professional growth is the purposeful, engagement in study and related activities to maintain and increase high standards for all classified employees.

Employees may submit in writing to the Executive Director of Classified Personnel Services Department the intended specific course work, workshop and/or online courses along with descriptions for review and consideration to pre-determine if the course work, workshop and/or courses are applicable. The Executive Director of Classified Personnel shall respond in writing within ten (10) working days to advise the employee of the determination. If found to be applicable, the employee may appeal in writing within five (5) working days to the Professional Growth Review Committee through the Director of Classified Personnel.

17.2 Award for professional development credit shall be made as follows:

Compensation	Completed Hours
1.00%	75
2.00%	150
3.00%	225
4.00%	300
5.00%	375

17.2.1 Compensation increases shall be awarded once a year effective July 1st. Employees are responsible to submit completed hours or proof of hours earned to the Executive Director or Classified Personnel by August 1st to receive the earned pay increase effective October 1st. Hours submitted or earned after the August

1st deadline will be awarded the following school year. Employees may be awarded a maximum of 75 hours in a single school year. Compensation defined as Base Salary.

17.2.2 The total number of hours awarded by the district for Professional Growth will be no more than 1875 per fiscal year. When hours are submitted, they will be awarded accordingly as determined by Professional Development Review Committee.

17.2.3 Completion refers to course work completed with a grade of "C" or better or a passing grade in a pass/fail structure during employment with the District. Coursework/seminars/workshops/trainings, including those provided online or at professional conferences credit shall be granted on the basis of proof of attendance, indicating on the approved form the number of hours attended. All work must be verified by official transcript or by other verification.

17.3 The Professional Development Program is a joint enterprise between the District and the individual employee and should be planned together in order to assure maximum gain for both the participant and the District. Toward achieving this goal, a Professional Development Review Committee shall be formed composed of the following:

17.3.1 Three (3) members shall be Classified unit members, appointed by the CSEA Chapter 891 executive board.

17.3.2 One (1) member shall be the Executive Director of Classified Personnel Services or designee.

17.3.3 Two (2) members shall be appointed by the District.

17.3.4 Should a vacancy occur on the committee, the CSEA Chapter 891 executive board shall appoint a new member.

17.3.5 A quorum shall consist of a minimum of four (4) members.

17.4 The duties of the Committee shall be:

17.4.1 Development of and/or changes to forms and approval processes for the Professional Development Program.

17.4.2 Review application for professional development credit.

17.4.3 Determine validity of such education experiences as may be submitted for professional development credit.

17.4.4 To serve as a Hearing and Appeals Board in disputed cases.

17.5 Professional Development is:

17.5.1 Coursework/seminars/workshops/trainings, including those provided online or at professional conferences, that reflects increased knowledge, understanding and skills in participant's regular assignments.

17.5.2 Coursework/seminars/workshops/trainings, including those provided online or at professional conferences, that assist in the fields related to the activity which the employee is engaged.

17.5.3 Coursework/seminars/workshops/trainings, including those provided online or at professional conferences, that relates to potential upward movement of the employee.

17.6 Achievement of Professional Development may include but shall not be limited to participation in the following categories:

17.6.1 Accredited college courses.

17.6.2 Adult Education, Regional Occupational Programs, or other Accredited Schools, and online training/webinars.

17.6.3 Coursework/seminars/workshops/trainings, including those provided online or at professional conferences.

17.6.4 First Aid, CPR, AED, EpiPen, NCI, IBI, and Active Shooter or any safety and/or health training course including a certificate of completion and proof of attendance unless the District provided the training.

17.6.5 Any unit member who completes CSEA sponsored training.

Note: Professional Development Coursework/seminars/workshops/trainings, including those provided online or at professional conferences, must be completed outside of District paid status and were not paid for by the District.

XVIII.
GRIEVANCES

- 18.1 The purpose of this grievance procedure is to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner in an atmosphere of courtesy and cooperation.
- 18.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent.
- 18.3 Grievance meetings for Steps I, II and III will be conducted at a time that will provide an opportunity for the grievant to be present. With mutual agreement by the parties, additional persons may participate in the meeting to provide relevant information. When the grievance arbitration hearing (Step IV) is scheduled during the work day, the grievant shall be released without loss of pay or other benefits. For the arbitration hearing, unit members who are witnesses shall be released without loss of pay or other benefits for the time needed to testify and travel, if necessary.
- 18.4 The aggrieved party shall be present at all meetings and hearings and may be represented by his or her Association representative and/or Labor Relations Representative at all meetings and hearings during the grievance procedure.
- 18.5 Definitions:
- 18.5.1 Grievant shall mean an individual employee in the bargaining unit, a group of employees having the same grievance, or the Association on behalf of its membership alleging a grievance.
- 18.5.2 Grievance is a claim by a grievant and/or the Association that there has been a violation of the contract.
- 18.5.3 Working day, for purposes of this Article, is defined as a regular working day for the grievant. Where the Association or more than one employee is the grievant, "working day" shall be defined as any day on which the District Office is open.

- 18.5.4 Parties of Interest are the person or persons making the claim and any person or persons whom might be required to take action or against whom action might be taken in order to resolve the claim.
- 18.5.5 Union Steward is defined as the District employee designated by the Association, and trained to assist the grievant in the grievance process.
- 18.6 Grievance Resolution: Grievances will be processed in accordance with the following steps:
- 18.6.1 Informal Resolution: Prior to filing a formal grievance, a grievant shall attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance issue and proposed resolution with him or her.
- 18.6.2 Formal Level:
- 18.6.2.1 Step I. If the grievance is not settled during the informal conference or an informal conference was not held and the grievant wishes to pursue the matter, the grievant shall present the grievance, in writing, to the immediate supervisor within twenty (20) working days after the grievant knew or with reasonable diligence would have known the circumstances, which formed the basis for the grievance, if an informal conference was not held. The written information shall include:
- a. A description of the specific grounds of the grievance including names, dates, and places necessary for complete understanding of the grievance.
 - b. A listing of the provisions of this Agreement, which are alleged to have been violated.
 - c. A listing of the specific action(s) requested of the District which will remedy the grievance. The immediate supervisor shall communicate a decision to the grievant in writing within fifteen (15) working days after

receiving the grievance with a copy to the Association. Within the above mentioned time limits, either party may request a personal conference with the other party.

If the immediate supervisor does not respond within the time limits, the grievance will not be deemed to have been resolved and the next step of this process shall be initiated.

18.6.2.2 Step II. If the grievance is not resolved at Step I, the grievant may appeal by forwarding the grievance in writing to the next level of supervision within five (5) working days after he or she has received the immediate supervisor's decision or if the immediate supervisor has not responded at Step I within five (5) working days after the deadline for response in Step I. If the grievant does not appeal the immediate supervisor's decision or non-response within five (5) working days, the grievance is deemed closed.

The written statement shall include a copy of the original grievance including the decision rendered, and a clear, concise statement of the reasons for the appeal. The next level of supervision shall meet with the grievant within ten (10) working days and shall attempt to arrive at a satisfactory solution. The next level of supervision shall communicate his or her decision in writing to the grievant with a copy to the Association within ten (10) working days after the meeting.

18.6.2.3 Step III. If the grievance is not resolved at Step II, the grievant may appeal by forwarding the grievance in writing to the Superintendent or designee within five (5) working days after he or she has received the next level of supervision's decision or if the next level of supervision has not responded at Step II within five (5) working days after the deadline for response in Step II. If the grievant does not appeal the next level of supervision's decision or non-response within five (5) working days, the grievance is deemed closed.

The written statement shall include a copy of the original grievance including the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall meet with the grievant within ten (10) working days and shall attempt to arrive at a satisfactory solution. The Superintendent or designee shall communicate his or her decision in writing to the grievant with a copy to the Association within ten (10) working days after the meeting.

18.6.2.4 Step IV. In the event that the grievance is not satisfactorily adjusted at Step III, the grievant may appeal the decision by giving notice to the Association. If the Association concurs with the grievant's request for arbitration, the Association shall within fifteen (15) working days of the decision at Step III submit a written request for arbitration to the Superintendent. No unit member shall have the right to take his/her case to arbitration without the Association's approval. The Association and the District shall attempt to mutually select an arbitrator. If an arbitrator is not mutually selected within ten (10) working days, the parties shall request a panel of five (5) arbitrators' names from the State Mediation and Conciliation Service. Parties shall alternately strike names from the panel. Striking order shall be determined by lot.

The fees and expenses of the arbitrator shall be borne equally by the District and the Association. All other expenses, including fees and costs of witnesses and conferees, shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. After reviewing the evidence, the arbitrator shall submit his/her findings and recommendations in writing to the District, the grievant, and the Association. The arbitrator's recommendation(s) resulting from this procedure shall be binding upon the Board of Education.

18.7 Employee-Processed Grievances: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without

intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement.

The District shall provide copies of grievance(s) filed by grievant(s) and any District response(s) to CSEA.

XIX.

COMPLAINT PROCEDURE

19.1 Bargaining unit members shall have the right to register concerns over implementation of Board Policy and Administrative Regulations. The procedure of expressing such concerns shall be as follows:

19.1.1 The unit member shall register concerns through a personal conference with his or her immediate supervisor.

19.1.2 If the unit member is dissatisfied with the resolution of the concerns by his or her immediate supervisor, the unit member may take the concerns to the next highest supervisor within five (5) working days. The next highest supervisor shall conference with the concerned unit member. Supervisors shall address concerns brought forth within ten (10) working days.

19.1.3 If the unit member is dissatisfied with the resolution of the concerns by the next highest supervisor, the unit member may take the concerns to the Superintendent who will take the issue(s) to the Board if the Superintendent deems it necessary. The Superintendent and/or Board shall examine information submitted in written form and may conference with the unit member when in its opinion such a conference is necessary to a resolution.

19.2 The determination of the Superintendent and/or Board is final.

XX.

CONCERTED ACTIVITIES

20.1 Definition: It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the

District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the requests of other labor organizations to engage in such activities.

- 20.2 Obligation of Association: The Association recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing all members of the bargaining unit to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operation of the District by members of the bargaining unit, the Association agrees in good faith to take all necessary steps to cause those members to cease such action.
- 20.3 During the term of this Agreement, the District agrees not to lock out members of the bargaining unit.
- 20.4 It is agreed and understood that any members of the bargaining unit violating this Article shall be deemed insubordinate and may be subject to disciplinary action.

XXI.

SAVINGS

- 21.1 If any provisions of this Agreement are held to be contrary to law by the final decision of a court of competent jurisdiction or the Public Employment Relations Board (PERB), such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

XXII.

COMPLETION OF AGREEMENT

- 22.1 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 except by mutual agreement of the District and the Association.

**XXIII.
TERM**

23.1 Length of Agreement: This Agreement shall be in full force and effect from July 1, 2022 through June 30, 2025.

23.2 Reopener: During the term of this Agreement, Article 6, Compensation, and Article 7 Fringe Benefits, may be opened by mutual agreement if any of the following conditions is met:

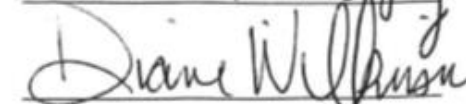
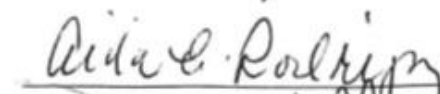
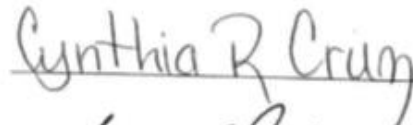
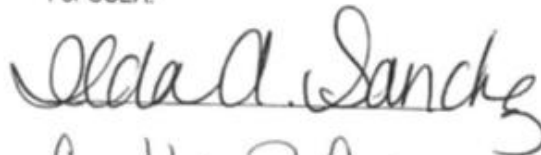
- The funded cost of living adjustment is at or below two percent (2%)
- The average medical plan rate increases more than ten percent (10%) in a single plan year.
- The District certifies a Qualified budget with the County Office of Education.

For the District:



Date: 6/23/2022

For CSEA:



Date: 6/23/2022

APPENDIX A

SALARY SCHEDULE

SANTA PAULA UNIFIED SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE 2023-24

Board Approved: 8/10/22 (Year 2-Effective 7/1/23)

Effective date 7/1/2023

RANGE NO.	Step 1		Step 2		Step 3		Step 4		Step 5	
	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR
28.00	8,241.85	47.55	8,645.88	49.88	9,081.74	52.40	9,529.80	54.98	10,014.62	57.78
27.75	8,139.02	46.96	8,547.94	49.32	8,969.10	51.75	9,419.62	54.35	9,892.20	57.07
27.50	8,045.99	46.42	8,442.66	48.71	8,861.36	51.12	9,307.00	53.70	9,774.67	56.39
27.25	7,943.15	45.83	8,339.81	48.12	8,768.28	50.59	9,194.34	53.05	9,657.14	55.72
27.00	7,852.55	45.30	8,241.85	47.55	8,645.88	49.88	9,081.74	52.40	9,529.80	54.98
26.75	7,752.16	44.72	8,139.02	46.96	8,547.94	49.32	8,969.10	51.75	9,419.62	54.35
26.50	7,659.09	44.19	8,045.99	46.42	8,442.66	48.71	8,861.36	51.12	9,307.00	53.70
26.25	7,566.10	43.65	7,943.15	45.83	8,339.81	48.12	8,768.28	50.59	9,194.34	53.05
26.00	7,477.91	43.14	7,852.55	45.30	8,241.85	47.55	8,645.88	49.88	9,081.74	52.40
25.75	7,382.41	42.59	7,752.16	44.72	8,139.02	46.96	8,547.94	49.32	8,969.10	51.75
25.50	7,294.27	42.08	7,659.09	44.19	8,045.99	46.42	8,442.66	48.71	8,861.36	51.12
25.25	7,206.13	41.57	7,566.10	43.65	7,943.15	45.83	8,339.81	48.12	8,768.28	50.59
25.00	7,120.42	41.08	7,477.91	43.14	7,852.55	45.30	8,241.85	47.55	8,645.88	49.88
24.75	7,032.27	40.57	7,382.41	42.59	7,752.16	44.72	8,139.02	46.96	8,547.94	49.32
24.50	6,946.57	40.08	7,294.27	42.08	7,659.09	44.19	8,045.99	46.42	8,442.66	48.71
24.25	6,863.31	39.60	7,206.13	41.57	7,566.10	43.65	7,943.15	45.83	8,339.81	48.12
24.00	6,784.95	39.14	7,120.42	41.08	7,477.91	43.14	7,852.55	45.30	8,241.85	47.55
23.75	6,696.78	38.64	7,032.27	40.57	7,382.41	42.59	7,752.16	44.72	8,139.02	46.96
23.50	6,616.04	38.17	6,946.57	40.08	7,294.27	42.08	7,659.09	44.19	8,045.99	46.42
23.25	6,535.24	37.70	6,863.31	39.60	7,206.13	41.57	7,566.10	43.65	7,943.15	45.83
23.00	6,454.42	37.24	6,784.95	39.14	7,120.42	41.08	7,477.91	43.14	7,852.55	45.30
22.75	6,376.08	36.79	6,696.78	38.64	7,032.27	40.57	7,382.41	42.59	7,752.16	44.72
22.50	6,300.14	36.35	6,616.04	38.17	6,946.57	40.08	7,294.27	42.08	7,659.09	44.19
22.25	6,224.23	35.91	6,535.24	37.70	6,863.31	39.60	7,206.13	41.57	7,566.10	43.65
22.00	6,148.35	35.47	6,454.42	37.24	6,784.95	39.14	7,120.42	41.08	7,477.91	43.14
21.75	6,074.87	35.05	6,376.08	36.79	6,696.78	38.64	7,032.27	40.57	7,382.41	42.59
21.50	5,999.02	34.61	6,300.14	36.35	6,616.04	38.17	6,946.57	40.08	7,294.27	42.08
21.25	5,925.53	34.19	6,224.23	35.91	6,535.24	37.70	6,863.31	39.60	7,206.13	41.57
21.00	5,856.97	33.79	6,148.35	35.47	6,454.42	37.24	6,784.95	39.14	7,120.42	41.08
20.75	5,785.96	33.38	6,074.87	35.05	6,376.08	36.79	6,696.78	38.64	7,032.27	40.57
20.50	5,714.95	32.97	5,999.02	34.61	6,300.14	36.35	6,616.04	38.17	6,946.57	40.08
20.25	5,643.93	32.56	5,925.53	34.19	6,224.23	35.91	6,535.24	37.70	6,863.31	39.60
20.00	5,572.92	32.15	5,856.97	33.79	6,148.35	35.47	6,454.42	37.24	6,784.95	39.14
19.75	5,509.27	31.78	5,785.96	33.38	6,074.87	35.05	6,376.08	36.79	6,696.78	38.64
19.50	5,443.16	31.40	5,714.95	32.97	5,999.02	34.61	6,300.14	36.35	6,616.04	38.17
19.25	5,374.57	31.01	5,643.93	32.56	5,925.53	34.19	6,224.23	35.91	6,535.24	37.70
19.00	5,310.93	30.64	5,572.92	32.15	5,856.97	33.79	6,148.35	35.47	6,454.42	37.24
18.75	5,247.27	30.27	5,509.27	31.78	5,785.96	33.38	6,074.87	35.05	6,376.08	36.79

18.50	5,183.61	29.91	5,443.16	31.40	5,714.95	32.97	5,999.02	34.61	6,300.14	36.35
18.25	5,119.95	29.54	5,374.57	31.01	5,643.93	32.56	5,925.53	34.19	6,224.23	35.91
18.00	5,056.27	29.17	5,310.93	30.64	5,572.92	32.15	5,856.97	33.79	6,148.35	35.47
17.75	4,997.52	28.83	5,247.27	30.27	5,509.27	31.78	5,785.96	33.38	6,074.87	35.05
17.50	4,936.30	28.48	5,183.61	29.91	5,443.16	31.40	5,714.95	32.97	5,999.02	34.61
17.25	4,877.54	28.14	5,119.95	29.54	5,374.57	31.01	5,643.93	32.56	5,925.53	34.19
17.00	4,816.32	27.79	5,056.27	29.17	5,310.93	30.64	5,572.92	32.15	5,856.97	33.79
16.75	4,760.00	27.46	4,997.52	28.83	5,247.27	30.27	5,509.27	31.78	5,785.96	33.38
16.50	4,701.24	27.12	4,936.30	28.48	5,183.61	29.91	5,443.16	31.40	5,714.95	32.97
16.25	4,644.93	26.80	4,877.54	28.14	5,119.95	29.54	5,374.57	31.01	5,643.93	32.56
16.00	4,588.60	26.47	4,816.32	27.79	5,056.27	29.17	5,310.93	30.64	5,572.92	32.15
15.75	4,532.29	26.15	4,760.00	27.46	4,997.52	28.83	5,247.27	30.27	5,509.27	31.78
15.50	4,478.43	25.84	4,701.24	27.12	4,936.30	28.48	5,183.61	29.91	5,443.16	31.40
15.25	4,422.09	25.51	4,644.93	26.80	4,877.54	28.14	5,119.95	29.54	5,374.57	31.01
15.00	4,368.22	25.20	4,588.60	26.47	4,816.32	27.79	5,056.27	29.17	5,310.93	30.64
14.75	4,316.82	24.91	4,532.29	26.15	4,760.00	27.46	4,997.52	28.83	5,247.27	30.27
14.50	4,262.94	24.59	4,478.43	25.84	4,701.24	27.12	4,936.30	28.48	5,183.61	29.91
14.25	4,211.52	24.30	4,422.09	25.51	4,644.93	26.80	4,877.54	28.14	5,119.95	29.54
14.00	4,160.10	24.00	4,368.22	25.20	4,588.60	26.47	4,816.32	27.79	5,056.27	29.17
13.75	4,111.15	23.72	4,316.82	24.91	4,532.29	26.15	4,760.00	27.46	4,997.52	28.83
13.50	4,059.70	23.42	4,262.94	24.59	4,478.43	25.84	4,701.24	27.12	4,936.30	28.48
13.25	4,010.74	23.14	4,211.52	24.30	4,422.09	25.51	4,644.93	26.80	4,877.54	28.14
13.00	3,964.22	22.87	4,160.10	24.00	4,368.22	25.20	4,588.60	26.47	4,816.32	27.79
12.75	3,915.23	22.59	4,111.15	23.72	4,316.82	24.91	4,532.29	26.15	4,760.00	27.46
12.50	3,866.28	22.31	4,059.70	23.42	4,262.94	24.59	4,478.43	25.84	4,701.24	27.12
12.25	3,819.77	22.04	4,010.74	23.14	4,211.52	24.30	4,422.09	25.51	4,644.93	26.80
12.00	3,775.70	21.78	3,964.22	22.87	4,160.10	24.00	4,368.22	25.20	4,588.60	26.47
11.75	3,729.16	21.51	3,915.23	22.59	4,111.15	23.72	4,316.82	24.91	4,532.29	26.15
11.50	3,682.64	21.25	3,866.28	22.31	4,059.70	23.42	4,262.94	24.59	4,478.43	25.84
11.25	3,638.57	20.99	3,819.77	22.04	4,010.74	23.14	4,211.52	24.30	4,422.09	25.51
11.00	3,594.49	20.74	3,775.70	21.78	3,964.22	22.87	4,160.10	24.00	4,368.22	25.20
10.75	3,550.42	20.48	3,729.16	21.51	3,915.23	22.59	4,111.15	23.72	4,316.82	24.91
10.50	3,506.35	20.23	3,682.64	21.25	3,866.28	22.31	4,059.70	23.42	4,262.94	24.59
10.25	3,464.71	19.99	3,638.57	20.99	3,819.77	22.04	4,010.74	23.14	4,211.52	24.30
10.00	3,425.56	19.76	3,594.49	20.74	3,775.70	21.78	3,964.22	22.87	4,160.10	24.00
9.75	3,383.92	19.52	3,550.42	20.48	3,729.16	21.51	3,915.23	22.59	4,111.15	23.72
9.50	3,342.30	19.28	3,506.35	20.23	3,682.64	21.25	3,866.28	22.31	4,059.70	23.42
9.25	3,300.66	19.04	3,464.71	19.99	3,638.57	20.99	3,819.77	22.04	4,010.74	23.14
9.00	3,259.39	18.80	3,421.40	19.74	3,593.07	20.73	3,772.03	21.76	3,960.62	22.85
8.75	3,218.66	18.57	3,378.65	19.49	3,548.17	20.47	3,724.87	21.49	3,911.12	22.56

APPENDIX B

LIST OF CLASSIFICATION AND RANGES



Santa Paula Unified School District
2022/2023
CLASSIFIED SALARY SCHEDULE

RANGE

23.50
 21.25
 20.25
 17.25
 15.25
 14.75
 13.75

ACCOUNTING

Senior Accountant
 Accounting Attendance Specialist
 Attendance Specialist
 Accounting Technician
 ASB Accounting Technician
 Attendance Technician
 Accounting Assistant–CNS

RANGE

19.00
 18.00
 18.00
 18.00
 17.00
 17.00
 16.00
 14.50
 13.50
 12.50

ADMINISTRATIVE SERVICES

Executive Assistant
 Administrative Assistant II
 Maint. & Operations Admin. Assistant
 School Administrative Assistant III
 School Administrative Assistant II
 Administrative Assistant I
 School Administrative Assistant I
 ASPIRE Office Assistant
 School Office Assistant
 Office Assistant

RANGE

18.50
 17.00
 15.50
 15.50
 14.50
 12.50
 10.25
 9.25

CHILD NUTRITION SERVICES

Nutrition Specialist
 Sous Chef
 CNS Site Lead-High School
 CNS Site Lead-Middle School
 CNS Site Lead-Elementary
 CNS Satellite Lead
 CNS Assistant II
 CNS Assistant I

RANGE

14.25
 12.50

HUMAN RESOURCES

Human Resources Assistant-Classified
 Substitute Placement Clerk

RANGE

21.50
 21.50
 20.00
 19.50
 19.25

INFORMATION TECHNOLOGY

Network Technician
 Web & Media Communications Spec.
 Database Analyst
 Computer Technician
 Data Services Specialist

RANGE

17.00
 16.00
 15.25
 14.75

INSTRUCTIONAL SERVICES

Early Education Teacher
 Resource Serv. Specialist-P.E.
 Speech & Lang Pathology Asst.-Bil.
 Speech & Lang Pathology Asst.

RANGE

13.25
 12.75
 11.75
 11.75
 11.75
 11.25
 11.25
 11.25
 11.00
 11.00
 10.50
 10.50

INSTRUCTIONAL SERV. (cont)

Inst. Asst. Specialized Health Needs-Bil.
 After School Program Leader
 Inst. Asst. Severely Disabled-Bil.
 Instructional Assistant-Special Ed. Bil.
 Instructional Assistant-Speech Bil.
 Instructional Assistant-Special Ed.
 Instructional Assistant-Speech
 Inst. Asst.-Severely Disabled
 Instructional Assistant-Bil.
 Instructional Assistant-ASP Bil.
 Instructional Assistant
 Instructional Assistant-ASP

RANGE

14.75
 13.75

LIBRARY

Library/Textbook Technician
 Library/Media Specialist

RANGE

18.00
 15.50
 15.50
 14.50
 14.00

MAINTENANCE & OPERATIONS

Skilled Maintenance Worker I
 Lead Custodian
 Warehouse Worker/Delivery Driver
 Grounds Maintenance Worker
 Custodian

RANGE

14.00
 12.50
 11.50
 8.75

SECURITY

Lead Campus Security Officer
 Campus Security Officer
 Campus Safety Assistant
 Campus Supervision Assistant

RANGE

27.25
 23.50
 22.50
 22.50
 16.50
 15.25
 14.75
 14.75
 13.75
 13.50
 11.50
 10.00
 9.25
 9.25

STUDENT SERVICES

Occupational Therapist
 Lead Lic. Voc. Nurse /Registered Nurse
 Restorative Justice Facilitator-Bilingual
 Outreach Specialist-Bil.
 Specialized Health Care Tech-LVN
 Enrollment & Records Specialist-Bil.
 Guidance Technician-Bil.
 College & Career Guidance Spec.
 Health Specialist
 Special Program Assistant-Bil.
 Locker Room Attendant
 Student Store Clerk
 Special Ed. Bus Attendant
 Child Care Assistant

Substitutes are paid at step one of the applicable range for the position.

APPENDIX C – LONGEVITY SERVICE SCHEDULE

(Article 6 – Section 6.3)

The current salary schedule shall be increased for those who have served the District for Five (5) or more years according to the following schedule.

Completed Years of Service	Monthly Stipend
5	2%
9	5%
13	7%
17	9%
21	11%
25	13%
29	15%

For the purposes of longevity, the employee's first year of service is completed on July 1 following the date of hire.

APPENDIX D

FORMS



**SANTA PAULA UNIFIED SCHOOL DISTRICT
PERSONNEL COMMISSION
HUMAN RESOURCES DEPARTMENT CLASSIFIED**

REQUEST FOR AN UNPAID LEAVE OF ABSENCE

Employee Name:	PSL Number:
Department/Site:	Classification:

PLEASE CHECK APPROPRIATE BOX(S): **FMLA/CFRA** **UNPAID LEAVE**

REASON FOR THE LEAVE (please check one):

- Employee's own illness or injury*
- Employee's own disability resulting from pregnancy/childbirth*
- To care for spouse, parent or child with serious illness or injury*
- To care for new born or newly adopted child or child newly placed in foster care
- Personal
- Other _____

Beginning day/date: _____ Return day/date: _____

In requesting this leave of absence, I UNDERSTAND:

1. That, if my request is for pregnancy disability, medical or to care for a family member with a serious illness,
 - I must attach with this request, or submit within 10 days of this request, a Physician Certificate.
 - I must submit a certificate from my treating physician, before returning to work, stating that I am able to return to full duties with or without reasonable accommodations.
2. That, if I do not return to work at the end of the leave, or make appropriate arrangements for an extension of my leave, I shall be subject to disciplinary action up to and including termination from the District.

FAILURE TO SUBMIT THE CERTIFICATION MAY RESULT IN THE DENIAL OF THE LEAVE REQUEST.

Signature of Employee

Date

RECOMMEND:

APPROVAL ()

DISAPPROVAL ()

Signature (Immediate Supervisor)

Date

APPROVED _____

DENIED _____

BOARD APPROVAL DATE: _____
(Not required for FMLA/CFRA)

Signature of Superintendent

Date

Signature of Human Resources Director-Classified

Date



SANTA PAULA UNIFIED SCHOOL DISTRICT

Request for Change of Work Schedule – Classified Employees

Effective Date of Change: _____ Work Site: _____

Name: _____ Employee Phone Number: _____
(For CSEA purposes)

Present Position: _____

Current Number of hours employee works: _____

Reason for Change: _____

Current schedule: _____ am/pm to _____ am/pm Circle Days per week: M Tu W Th F

Lunch schedule (if applicable): _____

Proposed new schedule: _____ am/pm to _____ am/pm Circle Days per week: M Tu W Th F

Lunch schedule (if applicable): _____

The supervisor and employee have met regarding this change, and agree to the new schedule. This change reflects starting/ending times ONLY – it does not change daily amount of hours worked or days worked per school year.

Employee's Signature Date Supervisor's Signature Date

Date received by CSEA: _____

___ I have spoken with the above-named employee, and he/she is in agreement with the new hours and no negotiation is needed.

___ I have spoken with the above-named employee, and he/she is NOT in agreement with the new hours. I will contact the Superintendent and employee to schedule a time to negotiate this change.

CSEA President Date

Date received by Educational Support Center: _____
I have reviewed the above request and authorize the change in starting/ending times:

Superintendent Signature Date **or** Designee Date

NOTE: Please attach an explanation if this form does not allow adequate room for explanation
Original form to be retained in employee's personnel file – Please forward to Classified Human Resources Department.



**SANTA PAULA UNIFIED SCHOOL DISTRICT
PERSONNEL COMMISSION
Human Resources-Classified Office**

RESIGNATION FORM

PLEASE PRINT

I, _____, do hereby submit my resignation to the
(Full Name)

Santa Paula Unified School District from my position as _____
(Position Title)

at _____ effective _____.
(Location/School Site) (Date/Last work date)

Please check reason for leaving: Retirement Resignation Other (Please specify):

If you are moving, please provide your new address and phone number:

Address

City

State

Zip Code

Phone (_____) _____

Signature of Employee

Date

RETURN TO HUMAN RESOURCES - CLASSIFIED

TO BE COMPLETED BY HUMAN RESOURCES - CLASSIFIED

cc: Date to Payroll/Benefits _____ Salary Upon Termination: Range/Step _____ / _____ Salary \$ _____ Monthly/Hourly

Date for: Position Control _____ Personnel Activity Report _____ Seniority _____ Escape _____

Employee Work History _____ Former employee list _____ Remove from NCLB list (if applicable) _____

Remove from District Server _____ Notify Maintenance _____ Notify Supervisor/Dept. _____ E-Schools _____

SANTA PAULA UNIFIED SCHOOL DISTRICT

COMPENSATORY TIME RECORD FORM

(Article 5 – Section 5.6)

Name of Employee _____

Site _____

Balance Hours Forward _____

DATE	EXPLANATION	NO. HOURS WORKED	*HOURS AT 1.5	HOURS TAKEN	BALANCE	EMPLOYEE'S SIGNATURE	SUPERVISOR'S SIGNATURE

****Comp. time is accrued at time-and-one-half only if an employee has worked over forty (40) hours in one week or eight (8) hours per day (CSEA Agreement Article 5 – Section 5.6, Appendix D.***

SANTA PAULA UNIFIED SCHOOL DISTRICT
 CLASSIFIED HUMAN RESOURCES
PROFESSIONAL GROWTH APPLICATION

NAME: _____ SCHOOL YEAR: _____ TO _____

CLASSIFICATION: _____ SCHOOL/DEPARTMENT: _____

Refer to Article 17-Professional Growth of the Contract between Santa Paula Unified School District and the California School Employees Association for full information.

Award for professional growth credit shall be made as follows:

1. Any increment for professional growth, shall be defined as 1% compensation award for every 75 hours of approved coursework/conference/online/seminar/workshop training.
2. Hours shall be awarded as shown on the following chart for a maximum of 375 hours or 5% total salary increase.

Compensation	Completed Hours
1.00%	75
2.00%	150
3.00%	225
4.00%	300
5.00%	375

3. Employees eligible for a percentage pay increase will be responsible to submit proof of points earned to the Executive Director Human Resources-Classified by August 1st of the current school year to receive the earned pay increase which will be retroactive to July 1st of that year. Points submitted or earned after the August 1st deadline will be awarded the following school year.
4. Completion refers to course work completed with a grade of "C" or better or a passing grade in a pass/fail structure during employment with the Santa Paula Unified School District.
5. Coursework/conference/online training/seminar/workshop credit shall be granted on the basis of proof of attendance indicating on the approved form the number of hours attended all work must be verified by official transcript or by other acceptable verification, as determined by the Professional Growth Committee.

Course Title, Conference or Workshop Title	Dates of Work	Brief Description of Work Completed	Units	Hours	Hours Approved by Committee

Committee Use Only

_____ Completed Hours Approved on this Application + _____ Hours Carried Over from Previous Application = _____ Total Hours Completed

_____ Total Hours – _____ Hours Approved for Current Increase = _____ Hours to Carryover

COMPENSATION INCREASE: _____ % **EFFECTIVE DATE** _____

SANTA PAULA UNIFIED SCHOOL DISTRICT
CLASSIFIED TIME SHEET – REGULAR ASSIGNMENT

CL - REG

This signed form must be received by the Payroll Department by NOON on the 5th day of the following month.

NAME _____ MONTH _____ YEAR _____

SITE: _____ POSITION: _____ CONTRACTED HOURS PER DAY _____

DATE	REGULAR HOURS WORKED	REGULAR HOURS ABSENT	CODE <small>(see codes below)</small>	EXTRA HOURS OVER REGULAR POSITION	EXPLANATION EXTRA HOURS OR NAME OF PERSON SUBBED FOR:	ACCOUNT NUMBER (Required for <u>Extra Hours</u> Worked ONLY)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
TOTALS						

B Bereavement (State Relationship)	W Industrial Injury	PN Personal Necessity
SL Sick Leave	JD Jury Duty	U Union Business
H Holiday	LWOP Leave Without Pay	V Vacation
O Other _____	R Recess (Winter/Spring)	P Professional (Workshop/Conference)

I certify that I have worked for the Santa Paula Unified School District for all contractual hours as stated above:

Employee's Sign.: _____ Date: _____

Supervisor's Sign.: _____ Date: _____

Ext Hrs. Sprvsr's Sign.: _____ Date: _____

Ext Hrs. Sprvsr's Sign.: _____ Date: _____

PAYROLL DEPARTMENT USE ONLY:

Total Extra Hours _____ Rate Per Hour _____

Total salary deduction for _____ days/hours

Amount: \$ _____ Posted Payroll _____

**SANTA PAULA UNIFIED SCHOOL DISTRICT
CLASSIFIED TIME SHEET
SUBSTITUTE / EXTRA DUTY / LIMITED TERM**

CL - Sub / ExD / Lim

NAME _____ MONTH _____ YEAR _____

EXTRA DUTY ASSIGNMENT _____ SITE _____

This signed form must be received by the Payroll Department by NOON on the 5th day of the following month.

DATE	HOURS WORKED	TYPE OF WORK DONE (PROGRAM)	ACCOUNT NUMBER/S TO BE CHARGED
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
TOTALS			

I certify that I have worked for the Santa Paula Unified School District for all contractual hours as stated above:

Employee's Signature: _____

Date: _____

Supervisor's Signature: _____

Date: _____

FOR OFFICE USE ONLY:

# OF HOURS	PAY RATE	AMOUNT	ACCOUNT NUMBER

Santa Paula Unified School District
CLASSIFIED EMPLOYEE EVALUATION

Name:	Due Date:	Date of Hire:
Location:	Position:	
Type of Evaluation: Annual ___ Special ___	Probation:	2nd Mo. ___ 4th Mo. ___

5 = Outstanding , consistently exceeds the job factor expectations and is recognized by peers as a leader and positive example for others. 4 = Above Expectations , consistently meets and occasionally exceeds the job factor expectations. 3 = Meets Expectations , consistently meets the job factor expectations. 2 = Below Expectations , occasionally fails to meet the job factor expectations. 1 – Needs Improvement , consistently fails to meet the job factor expectations.	Needs Improvement	Below Expectations	Meets Expectations	Above Expectations	Outstanding
QUALITY OF WORK PERFORMED					
Job knowledge					
Accuracy & quality of work					
Neatness of work					
QUANTITY OF WORK					
Volume of work produced					
Meets schedules/deadlines					
WORK HABITS					
Attendance and punctuality					
Organizes work well					
Displays initiative					
Accepts direction					
Accepts changes					
Uses good judgment					
INTERPERSONAL SKILLS					
Interaction with co-workers and/or students					
Interaction with supervisor					
Interaction with public					
OVERALL RATING					

PLEASE NOTE: COMMENTS ARE REQUIRED IF EMPLOYEE RECEIVES RATINGS IN NEEDS IMPROVEMENT OR BELOW EXPECTATIONS. Attachments may be included.

JOB STRENGTHS/UNIQUE QUALITIES/ACHIEVEMENTS

SPECIFIC WORK PERFORMANCE OR JOB BEHAVIOR REQUIRING IMPROVEMENT OR CORRECTION

SPECIFIC GOALS TO BE MET FOR NEXT EVALUATION

5th Month Probationary Employees Only: I recommend permanency yes no

My signature indicates I have seen and discussed this evaluation with my supervisor, but does not imply my agreement. I recognize that I have the opportunity to attach a response to this evaluation by submitting my written comments to the Director of Classified Personnel.

Signature of Employee Date

Signature of Supervisor Date

Signature of Principal/Department Head Date

PHILOSOPHY

The employee evaluation is designed to:

- | | |
|--|---|
| + improve effectiveness and to motivate employee in terms of attaining the goals and objectives of the District. | + facilitate communication between supervisor and employee. |
| + determine potential of employees. | + encourage self-development of employees. |
| + uncover the abilities of employee. | + allow supervisor to participate in decision-making concerning employees. |
| + identify weaknesses | + ensure adherence to all District policies, including applicable and relevant provisions in the collective bargaining agreement. |

The employee evaluation process should be a positive, productive one for both the employee and the supervisor.

PROCEDURES

One of the most important factors in the performance evaluation process is the meetings and discussions held between the employee and the supervisor. The following procedure should be followed:

1. At the first evaluation (2 months) meeting, the supervisor and employee will discuss areas of need for growth during the next 3-month period. The supervisor will set goals for the next 3 months. The supervisor and employee will each retain a copy of the evaluation.
2. At the second and final evaluation (5 months), the employee will be evaluated on progress made toward meeting the goals set and a determination will be made as to whether or not the employee will achieve permanent status. At this second evaluation meeting, the supervisor and employee will discuss and set goals for the next 6 months for those employees who have achieved permanent status. The supervisor and employee will each retain a copy of the evaluation.
3. In March of each year an annual performance evaluation will be conducted for each permanent employee. At the annual evaluation, the employee will be evaluated on progress made toward meeting the goals previously set. At this evaluation meeting, the supervisor and employee will discuss and set goals for the next evaluation period. The supervisor and employee will each retain a copy of the evaluation.

DEFINITION OF TERMS

NEEDS IMPROVEMENT: Performance during the evaluation period has not met expectations and some or all goals have not been met and/or insufficient progress has been made toward meeting the goals.

BELOW EXPECTATIONS: Performance during the evaluation period may occasionally fail to meet expectations.

MEETS EXPECTATIONS: Performance during the evaluation period has met expectations and goals which were previously set or are in an acceptable state of progress toward being met.

ABOVE EXPECTATIONS: Performance during the evaluation period has consistently been met and on occasion the employee has exceeded job expectations.

OUTSTANDING: Performance during the evaluation period will consistently exceed expectations and is recognized as a leader and positive example for others.

GOALS: These are areas of individual emphasis and will vary with each employee. These may either be areas of weakness for the employee, identified growth areas or areas of need within the department.