

Piedmont Unified School District

**California School Employees  
Association**

**Piedmont Chapter #60**



**Contract for School Years  
2020-23**

Effective July 1, 2020- June 30, 2023

Approved July 7, 2020

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Piedmont Unified School District  
**CSEA Chapter 60**  
**Contract for School Years 2020-2023**

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## PREAMBLE

This Agreement between the Piedmont Unified School District and the California School Employees Association and its Chapter #60 is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code. The term "Agreement" as used herein means the written agreement provided for under Section 3540.1(h) of the Government Code.

## ARTICLE 1 - RECOGNITION

- 1.1 Piedmont Unified School District acknowledges California School Employees Association and its Chapter #60 as the exclusive bargaining representative of the District's classified employees.
- 1.2 All classified employees, except those designated as management, supervisory, confidential, food service managers, short term, substitute, student employees, and professional experts or consultants shall be included in the bargaining unit.
- 1.3 Unit modifications shall be made in accordance with the rules established by the Public Employees Relations Board.

## ARTICLE 2 - CHECK OFF AND ORGANIZATIONAL SECURITY

This article and the MOU dated December 18, 2017 satisfies the parties' duty to bargain the effects of the *Janus* decision.

- 2.1 Check Off: CSEA shall have the sole and exclusive right to have membership dues and initiation fees deducted from employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.
- 2.2 Membership:
  - A. The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer bargaining unit member questions about dues deductions to the CSEA Labor Relations Representative. CSEA shall defend and indemnify the District for any and all claims arising from the District's compliance with this clause. CSEA shall not provide the District a copy of employees' authorizations unless a dispute arises about the existence of terms of the authorizations.
  - B. Bargaining unit members' revocable authorizations shall remain in

effect until expressly revoked in writing by the employee, pursuant to the terms of the authorization. The District shall rely on information provided by CSEA regarding whether deductions were properly canceled or changed. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.

- C. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
  - 1. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain their approval on behalf of the union before processing any revocation request.
  - 2. There shall be no charge by the employer to CSEA for deductions.

2.3 Dues Deduction: The District shall deduct in accordance with the CSEA dues schedule and service fee schedule initiation fees and dues from the wages of all classified employees who are members of CSEA pursuant to CSEA's certification to the District that CSEA has and will maintain bargaining unit members' revocable authorizations for such deductions.

2.4 Membership Information

- A. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

## ARTICLE 3 - ORGANIZATIONAL RIGHTS

### 3.0 Hold Harmless Provision

A. CSEA shall defend and indemnify the District and hold it harmless for any and all claims arising from its compliance with this article for any claims made by any employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

3.1 Designated and authorized representatives of the CSEA shall have the right to access before the duty day starts, during lunch periods, rest periods, and after the duty day ends to make contact with employees in the bargaining unit. Such representatives shall also have access to employees at other reasonable times if necessary, subject to approval of the site administrator or their designated representative. Approval may be withheld if access to the employee will unduly interfere with the employee's work.

3.2 Chapter #60 personnel may request the right to use copy machines and other facilities; however, the Chapter shall reimburse the District for any costs incurred in the use of said equipment. Meetings on District property may be arranged through the Superintendent; however, any costs accruing from such requests shall be paid for by CSEA chapter.

3.3 Upon request, the District shall furnish one copy of relevant materials necessary to enable it to fulfill its role as bargaining agent.

3.4 CSEA shall have the right to use, without charge, institutional bulletin boards, mailboxes and the use of the school mail system and other means of communication for posting or transmission of information or notices concerning CSEA matters.

3.5 Seniority list will be posted by March 31st each year. In addition, the Seniority List will include the number of full-time hours for each position and the employee's date of hire. The following statement will be included on the list: "Night custodians receive full credit toward seniority."

3.6 The District shall provide CSEA notice of any newly hired bargaining unit member on a quarterly basis. CSEA shall provide copies of the CSEA membership packet, which shall be distributed to any newly hired bargaining unit member as part of the District's orientation packet. CSEA shall have the right to conduct an orientation session for newly hired bargaining unit members on a quarterly basis. The orientation session shall be held on District property during the workday of



the bargaining unit member. The District shall provide one (1) hour of paid release time for two (2) CSEA representatives, including the chapter President or designee, to conduct the orientation session.

3.7 The Board will provide the President of the chapter with one (1) copy of the Board agenda and minutes, excluding confidential and personnel matters discussed during executive sessions, when it becomes available for distribution under normal circumstances to all other parties before regular Board meetings.

3.8 CSEA shall have the right to hold a one (1) hour yearly orientation session for all bargaining unit members. This yearly orientation shall occur on a non-instructional day selected mutually by the District and CSEA. CSEA shall plan and facilitate all programming for this orientation. The yearly orientation will not include any administrators or individuals not belonging to the bargaining unit.

## ARTICLE 4 - EVALUATION PROCEDURE

- 4.1 Ratings for all regular and probationary employees shall be obtained at specified intervals during the work year. All evaluations shall be reviewed and signed by the employee prior to placed in their personnel file. If unsatisfactory is checked in the summary, then a copy will be sent to the Superintendent or designee. If needs to improve or unsatisfactory is checked, the comments section must include suggestions and recommendations for improvement. Each employee shall be provided with a copy of the completed evaluation form containing all required signatures. All evaluations will be conducted by the site or district administrator.
- 4.2 Evaluations on probationary employees shall be performed at any time during the six (6) month probation period. Any employee whose permanent status may be in doubt will be given notification of concern(s) before the six (6) month probationary period is concluded.

Site supervisors will make every effort to provide feedback to the probationary employee within the first four (4) months of employment.

- 4.3 A. Permanent employees will be evaluated on an ongoing basis and formally in writing one (1) time each fiscal year. After the fifth (5th) year of employment in the same assignment, a performance evaluation shall be completed at least every other year. Written evaluations on appropriate forms for permanent employees shall be completed by June 29 covering the annual period ending June 30.
- B. The employee shall be informed of their right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.
- C. All formal evaluations shall be filed in the employee's file in the personnel office and shall be available for the employee's inspection by appointment. The District will consult with the Association on the preparation of a new evaluation form.
- D. Evaluation procedures only, as set forth in this Article, are subject to the grievance procedures.
- E. An employee will be informed in advance of a meeting with their supervisor to discuss the employee's evaluation.

- 4.4 A. Rating Philosophy: Each rating report shall reflect the combined judgment and review of both the immediate supervisor and the administrative office immediately associated with the employee being rated.
- B. Rating Review: Any employee, who has reason to question an aspect of their performance rating, has the right to request a review of their evaluation by the (1) immediate supervisor (2) Superintendent, and (3) Board of Education.
- C. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements, but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluations shall include specific recommendations for improvement and provisions for assisting the employee in implementing recommendations made. The employee shall have the right to review and respond to any derogatory evaluation.

4.5 Procedure for Dealing with Public Charges

- 4.5.1 Any complaint regarding a classified employee made to a member of the administration by any parent, student or other person which does or may influence the evaluation of an employee shall be discussed with the employee.
- 4.5.2 If the nature of the complaint suggests that there should be some preliminary investigation prior to informing the employee, that shall be done as quickly as reasonably possible.
- 4.5.3 Should the involved employee and/or the District representative feel that there should be a meeting concerning the complaint, a meeting shall be scheduled with the complainant, the District representative, and the employee. The employee shall have the right to have CSEA representation at the meeting.
- 4.5.4 If the matter is not resolved at the meeting to the satisfaction of the complainant, or if the complainant does not attend the meeting, the complainant may put their complaint in writing and submit the original to the employee with a copy to the employee's immediate supervisor. The employee shall initial and date the written complaint. If no written complaint is received or if a written complaint is received and no formal action is taken by the Superintendent or the Board within fifteen (15) days, the matter shall be dropped.

## ARTICLE 5 - GRIEVANCE PROCEDURE

### 5.1 A. Definitions

1. A "grievance" is a claim by an employee or the Association covered by this Agreement that there has been an alleged violation, misapplication or misinterpretation of a provision of this Agreement.
2. "Days" or "Working Days" as referred to in this Article shall both mean any day in which the District office is open for business.
3. Any grievance filed on behalf of any employee which would affect one or more employees when resolved, such resolution shall apply to any employees similarly grieved.
4. "Invalidate the grievance" means the employee(s) involved in a particular occurrence or incident has (have) waived the right to pursue a grievance arising therefrom.

### B. Purpose

1. The purpose of this procedure is to obtain at the lowest possible administrative level, equitable solutions to alleged violations, misinterpretations or misapplications of a provision of this Agreement.
2. An employee may be represented at all stages of the grievance procedure by them, or at their option, by a representative selected by the Association.
3. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

4. The time limits specified at each grievance level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
5. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the grievant, the time limits set forth herein should, if possible, be reduced so that the procedure may be exhausted prior to the end of the school year.

## 5.2 Procedure

### A. Level One:

A grievant will first discuss the grievance with their immediate supervisor with the objective of resolving the matter informally.

### B. Level Two:

1. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no satisfactory written decision has been rendered within five (5) days after presentation of the grievance, they may file the grievance in writing, if they choose, to the Superintendent within (10) days after the written decision, if applicable, at Level One. The grievance shall define the specific contract section believed violated and shall contain specific information to include the place and approximate date and time the alleged violation occurred. The grievant shall also summarize the proposed satisfactory resolution they desire to satisfy the alleged grievance.
2. Within five (5) days after receipt of the written grievance by the Superintendent, the Superintendent or their designee will meet with the grievant in an effort to resolve it.

### C. Level Three:

If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within five (5) days, then the grievant shall submit the grievance to the Board by filing a copy with the Secretary of the Board. Notification of such an appeal shall be given to the employee's immediate supervisor and to the Superintendent. The Board, at its next regularly scheduled meeting, or within two (2)

weeks of the filing of the appeal, whichever shall be later, shall meet with the grievant and at the grievant's request, an Association representative and the Superintendent or their designee to review such grievance in executive session. One additional employee's representative may be present at this meeting when necessary for a fair and complete presentation of the employee's appeal. The disposition by the Board shall be made to the employee by answering the grievance within seven (7) days of the meeting. A notification of such disposition shall be furnished to the grievant and the Superintendent.

D. Level Four:

1. If the grievant is not satisfied with the disposition of their grievance at Level Three or if no written decision has been rendered within seven (7) days after they have met with the Board, they may, within five (5) days after a decision by the Board or their designee, request in writing that the Association submit their grievance to advisory arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to advisory arbitration.
2. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the State Mediation and Conciliation Services. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.
3. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
4. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

5.3 Miscellaneous

- A. Arbitration cases not requested by the President of the Association shall make the grievant liable for any expenses incurred.
- B. Decisions rendered at Levels Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore will be transmitted promptly to all parties interested and to the President of the Chapter. Time limits for appeal provided in each level shall begin the day following receipt of written decision by parties interested.
- C. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, they will, upon notice to their superior be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- D. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- E. The District agrees that CSEA shall appoint job representatives from each job site from within the bargaining unit for the purpose of promoting an effective relationship between the District and the employees. CSEA shall provide the District with a list of names of job representatives at the beginning of each school year and shall notify the District of any changes that occur.  
  
Job representatives may be granted release time upon prior approval of their immediate supervisor to assist in the resolution of grievances; however, job representatives shall first obtain a written statement authorizing them to act in an employee's behalf, signed and dated by the affected employee.
- F. The failure of a grievant to proceed from one step of the grievance procedure to the next within the time limit shall invalidate the grievance.
- G. A grievance may be withdrawn at any level.
- H. The grievant has the responsibility to initiate the grievance within fifteen (15) working days of when they knew or should have known of the occurrence or incident which gave

cause for the grievance. Failure to initiate a grievance within the specified time limits shall invalidate the grievance.

- I. If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor, the aggrieved may submit such a grievance in writing at Level 2.



## ARTICLE 6 - ALLOWANCES

- 6.1 Mileage: Any employee in the bargaining unit required to use their vehicle on District business shall be reimbursed at the current allowable IRS rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. Failure to obtain prior approval from an employee's immediate supervisor shall invalidate this provision of the contract.
- 6.2 Compensation for Travel Expenditures for Employees While on Approved School Trips
- A. Compensation for use of a personal automobile shall the current allowable IRS rate.
  - B. If the total distance traveled is in excess of two hundred (200) miles, the compensation shall be on the basis of air coach fare, if travel is by personal car, or actual cost of public transportation used. Necessary expenses in getting to and from the point of departure of the public transportation facility and the employee's points of origin and destination shall be added to the actual transportation fare.
  - C. If in, the opinion of the Business Office, the most satisfactory means of travel is by personal car, expenses for its use may be allowed at the current allowable IRS rate for distances in excess of two hundred (200) miles.
  - D. If several employees are traveling in the same car, travel expenses shall be allowed only for the person providing the car.
  - E. Other travel expenses, including but not necessarily limited to parking, bridge and highway tolls, taxi and bus fares, will be paid upon presentation of required evidence and approval of the Business Office.
- 6.3 The District shall bear the cost of the annual fee for each emergency credential required for classroom paraeducators to substitute for a credentialed teacher.
- 6.4 CSEA Employees in the following classifications (Maintenance, Groundskeepers, Driver, Food Service, Custodial, Campus Supervisor, Engineering Lab Coordinator, Theater Technician) are entitled to reimbursement for out-of-pocket expenses of up to \$200 per school year for safety related items that specifically correspond to the duties outlined in their respective job description.

## ARTICLE 7 - SAFETY CONDITIONS

- 7.1 Safe conditions shall be maintained daily in all workplaces; hazardous conditions shall be remedied promptly.
- 7.2 Staff shall not be required to work under conditions that endanger their health or safety. The District shall provide whatever training and equipment (e.g., goggles, gloves, masks and other safety items) that are deemed necessary for employee safety by the employee, District or state mandates.
- 7.3 If a classified employee's personal safety is jeopardized by a student, community member or any other individual(s) during the performance of the employee's duties, the employee may exercise reasonable restraint in self-defense if no other alternatives exist. Any complaint arising out of use of such restraint shall result in an administrative investigation. No action shall be taken against the staff member unless and until the administration determines that such investigation warrants it.
- 7.4 Staff shall immediately report cases of assault suffered by them in connection with their employment to their principal or their immediate supervisor, who shall immediately report the incident to the police. Such notification shall be immediately forwarded to the Superintendent.
- 7.5 The District will also provide training to CSEA unit members in relevant classifications. Specifically, the training will be offered in the following areas:
- Blood Borne Pathogens
  - Pesticides and Trap Chemicals
  - Proper Restraints

These trainings will be in addition to the state mandated trainings required of all Classified employees of the District.

## ARTICLE 8 - EMPLOYEE RIGHTS/PERSONNEL FILES

- 8.1 A. Information of a derogatory nature, except material mentioned in paragraph E of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review shall take place during normal business hours and the employees shall be released from duty for this purpose without salary reduction.
- B. If the employee feels the derogatory material is in error, the employee shall have the right to file a grievance. However, the content of an evaluation shall be exempt from the grievance procedure. If the employee grieves the derogatory material as specified under the grievance procedure, the material shall be placed in a grievance file and shall not become a part of the personnel file.
- C. Except as provided in paragraph 8.1.A, every employee shall have the right to review the contents of their file at reasonable times with approval of the immediate supervisor. Such review shall take place in the presence of a district records custodian. The employee has the right to have a representative of the association accompany them in such review.
- D. An employee shall be given a copy of information contained in their personnel file.
- E. "Personnel File" shall not include materials which:
1. were obtained prior to the employment of the person involved;
  2. were prepared by identifiable examination committee members; or
  3. were obtained in connection with a promotional examination.
- 8.2 The District shall make available a printed contract of the CSEA contract upon request.
- 8.3 The personnel office shall furnish all new employees upon date of hire with a copy of the contract along with a job description and classified salary schedule. The employee shall sign a receipt for these materials.

## ARTICLE 9 - LAYOFF AND REEMPLOYMENT

9.1 When the Board of Education determines that layoff is necessary, the procedures for layoff shall be administered under this article.

### 9.2 Definitions

- A. Employee: An employee for the purposes of this article is an employee in the regular classified service.
- B. Layoff: A layoff is a separation from a position, or reduction in assigned time (hours/days/work year) due to lack of work, lack of funds, or as a result of displacement (bumping).
- C. Seniority: Seniority for service prior to July 1, 1971, shall be based on the date of hire in the present classification plus equal and higher classes and shall be converted to hours in paid status as follows:

40 hour per week employees = 173.33 hours per month

37.5 hour per week employees = 162.50 hours per month

Other employees shall be accorded hours as per District records. Seniority for employees hired July 1, 1971, or after shall be determined by the unit member's date of initial employment within classification in either a probationary or permanent capacity (excluding short term and/or substitute).

- D. Voluntary Layoff: Voluntary layoff is when an employee consent to a reduction of assigned time or assignment to a lower classification in lieu of layoff.

### 9.3 Application

- A. The employee with the least seniority in the affected class plus seniority accrued from serving in an equal or higher classification shall be laid off first.
- B. If two (2) or more employees subject to layoff have equal seniority, the determination as to who will be laid off will be made on the basis of the earliest hire date in the District, and if that be equal, then determination shall be made by lot.

- C. Any employee, who, in order to avoid interruption of employment, voluntarily consents to a reduction in hours of employment or assignment to a lower classification than that in which the employee has permanence is considered to have taken a voluntary layoff.
- D. An employee laid off in one classification, who previously served in a lower classification, may move into that lower classification if their seniority is greater than those employees presently serving in that classification.
- E. Employees whose positions have been reclassified pursuant to the reclassification study shall carry over the seniority earned in their prior classification to that new classification or sub-classification in the case of Maintenance Technicians.
- F. Notwithstanding any other provision of this article, an employee shall be entitled to elect layoff when served with a notice of layoff. Such election shall, for all purposes, be deemed involuntary.
- G. An employee may elect layoff when there has been a layoff notice issued to any other employee in their classification. This shall be called a substitutionary layoff and such election shall, for all purposes, be deemed involuntary. CSEA agrees to defend, indemnify and hold the District harmless from any and all claims against the District arising from the implementation of Article 9.3.G.

#### 9.4 Notice

- A. When the District determines that layoffs shall occur, the procedure shall be in accordance with applicable Education Code and case law. No later than March 15, written notice shall be given to classified employees by the superintendent of the school district or the superintendent's designee. Notice must state the reasons that the employee's services will not be required for the ensuing year, and inform the employee of the employee's displacement rights, if any, and reemployment rights. If the District takes action to lay off employees during the term of this Agreement, the Association may request negotiations on negotiable matters relating to such layoff.
- B. Notice of layoff may be given in less than sixty (60) days when a financial or unforeseeable emergency exists.
- C. The notice shall contain: (1) the employee's displacement rights, if any; (2) the employee's reemployment rights; and (3) the employee's right to discuss layoff with the

Superintendent; (4) a statement that the employee may be eligible for unemployment benefits, and (5) a statement of the effective date of layoff.

- D. Copies of layoff notices shall be provided to CSEA.
- E. Employees who have been given notice of layoff shall respond in writing, such writing to be delivered or postmarked within at least five (5) working days of receiving such notice by personal service or certified mail, of their intent to exercise seniority rights for displacement to a lower classification in which the employee has served or reduction of assignment hours.
- F. Failure to give written notice under the provisions of this section shall cause reinstatement of the affected employee who may then be subject to layoff.

#### 9.5 Reemployment Rights

- A. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Involuntary layoff rights shall continue for thirty-nine (39) months from the date of layoff. When there is a voluntary reassignment or demotion in lieu of layoff, employees shall be placed on reemployment lists for an additional twenty-four (24) months.
- B. Reemployment shall be in the reverse order of layoff.
- C. Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority in each classification.
- D. Such employees shall be notified by certified/registered mail at the last known address of record or by telephone. The employee shall respond in writing to the Superintendent of acceptance. Such writing shall be delivered or postmarked within at least five (5) working days from the date of postmark of such notice.

- 9.6 An employee on the reemployment list shall receive all offers of reemployment for a period of one (1) year. Thereafter, if the employee wishes to receive offers of reemployment, they shall request it in writing. When vacancies arise and employees in layoff status have no reemployment rights to the position, they shall be notified of the vacancy pursuant to the

procedure described in this section 9.6 and shall be given consideration if they are qualified as determined by the District.

9.7 Continuation of Benefits

All permanent employees who are separated from their positions as a result of layoff shall receive the benefits to which they are entitled pursuant to Article 19 for one (1) month following the effective date of the layoff.

9.8 Each employee may use a maximum of eight (8) hours of regular work time for employment interviews and all application processes with potential employers.

9.9 The District and CSEA agree that this article constitutes a complete and final negotiation of the procedures, impact and effects of layoff; that if a layoff becomes necessary, the District may act pursuant to this article without further negotiation.

## ARTICLE 10 - TRANSFER OR PROMOTION

### 10.1 Definitions:

- A. A transfer is defined as a change between school sites within the same position classification.
- B. A promotion is a change from one position to another position in a higher classification, and may or may not involve a change of school site.
- C. A vacancy is defined as unassigned FTE after all district-wide employees have been placed in a position that matches their classification.

### 10.2 Procedures:

- A. Employer Initiated Transfers:
  - 1. The District may transfer an employee at any time, provided, however, the transfer shall not be effected for punitive or preferential reasons. A transfer must be discussed with the employee.
  - 2. Notification of impending transfer shall be given to the employee at least ten working days prior to the change. This requirement may be modified upon mutual agreement between the employee and the Superintendent.
  - 3. Transfer must not be to a lower range of pay.
- B. When a position is created or a vacancy arises, the District shall notify all classified employees. When there is a vacancy, the internal posting period shall be 5 working days following notification. The job may be simultaneously posted externally.
  - 1. The notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filling the vacancy.
  - 2. Any employee in the unit may file for the transfer or promotion by submitting written notice to the Superintendent within the posting period. Any employee on leave or vacation may authorize their job representative to file on the employee's behalf.

### 10.3 First Consideration in Transfer or Promotion:



- A. When a vacancy occurs, the District shall fill that position by considering, in the following order:
  - 1. Employees who apply for a transfer;
    - a. The site administrator may make the decision upon the basis of the applicant's qualifications, experience, education, seniority, and interviews.
    - b. When a request for promotion is denied, the applicant must be notified in writing by the site administrator.
    - c. The applicant may request a meeting with the site administrator to learn of the reasons for the denial and areas of growth.
  - 2. Employees who apply for a promotion;
    - a. The site administrator may make the decision upon the basis of the applicant's qualifications, experience, education, seniority, and interviews.
    - b. When a request for promotion is denied, the applicant must be notified in writing by the site administrator.
    - c. The applicant may request a meeting with the site administrator to learn of the reasons for the denial and areas of growth.
  - 3. Hire from outside the District;
    - a. The site administrator may make the decision upon the basis of the applicant's qualifications, experience, education, and interviews.

10.4 Evaluation for Promoted Employees:

- A. If a permanent employee is promoted to a higher classification, that employee shall serve a probationary period of six months in that position and shall be evaluated pursuant to Article 4. In the event the employee is found unsatisfactory in the higher classification, they shall be reinstated in permanent status in their former classification unless there is cause for dismissal .
- B. If a probationary employee is promoted to a higher classification before the end of the probationary period, the probationary period for that employee shall be extended for six months from the date of the promotion, during which time they shall be evaluated in accordance with Article 4.

10.5 Medical Transfers:

- A. The District may give alternate work, when available, to an employee who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class.

- B. If an employee has a significant medical and/or mental problem, the District may require the employee to have a medical examination by a jointly agreed upon physician to determine if the problem limits the employee from carrying out their duties. The cost of the exam shall be the responsibility of the District. If a physician cannot be jointly agreed upon, the Alameda/Contra Costa Medical Association will be asked to provide a list of three physicians from which one will be selected by the Association and District.

10.6 Differential Compensation:

- A. Assignment to positions for which differential compensation is provided, whether monetary or in the form of a reduced work shift, shall be made on the basis of seniority among those within the appropriate class. This policy notwithstanding, temporary assignment of less than twenty (20) working days shall be made at the pleasure of the administration.
- B. No employee assigned to work in a position entitled to differential compensation shall be demoted in class or grade as a result of such assignment.
- C. An employee regularly assigned to a position entitled to receive differential compensation shall continue to receive it, provided they work twenty (20) days or less in a position not entitled to differential compensation

## ARTICLE 11 - LEAVES

### 11.1 Definitions

- A. Paid leave of absence means that an employee shall be entitled:
1. To receive wages and all fringe benefits including but not limited to insurance and retirement benefits.
  2. To return to the same assignment held immediately preceding the commencement of the leave, unless such assignment is not available. If such assignment is not available, then the employee shall return to a similar assignment.
  3. To receive credit for annual salary increments provided during the leave.
- B. Unpaid leave of absence means that an employee shall be on leave without pay and shall have the option of paying for benefits accorded full-time employees (except where prohibited by carrier).

### 11.2 Sick Leave

- A. Classified employees shall be entitled to paid leave of absence for personal illness or injury at the rate of one (1) day for each month of service rendered during a fiscal year, providing the employee was in a paid status for half or more of the working days in the month.

All unit members who use not more than two (2) sick leave days during the year July 1 – June 30) shall be credited with three (3) additional days of sick leave; those who have used not more than three (3) shall be credited with two (2) additional days of sick leave; those who have not used more than four (4) shall be credited with one (1) additional day of sick leave.

- B. Unused sick leave credits shall be accumulated from year to year without limit.
- C. Application for sick leave benefits requires the signature of the Principal, Department Head, or Supervisor. In the event that an employee is absent for more than three (3) consecutive working days, the Superintendent may request a statement from a licensed physician be attached to the employee's application for sick leave benefits. The

Superintendent may require a classified employee to present a signed statement from a licensed physician for any absence due to illness or injury when, in their judgment, it is in the best interests of the District to do so.

- D. Unused sick leave must be credited toward retirement regardless of employee's hire date.
- E. In addition to employee's right to use of sick leave for their own illness or injury; an employee shall also be able to use available sick leave for bereavement as defined in 11.6 B, to care for a seriously ill child, spouse or parent, or for the birth of a child or the adoption of a child by the employee, or placement with employee of foster child.

If an employee uses District paid or unpaid leave, and the leave meets the requirements of the Family Care Leave, both leaves will run concurrently. If an employee requests Family Care Leave, the District may require the District leave that meets the requirements to be used concurrently.

The District shall maintain the employee's health benefits (if any) on the same basis as if the employee were in paid status. The employee's absence under this provision shall not be considered a break in service, and the employee will be returned to their job without any loss of seniority status.

### 11.3 Extended Leave

- A. Classified employees shall be entitled to up to 100 days of extended leave in addition to the days to which they are entitled under Article 11.1 and Education Code 45192. Such days shall be compensated up to 50% of the employee's regular salary. Employees are eligible for this leave only after all accrued sick leave has been exhausted.
- B. A permanent, classified employee, who because of non-industrial accident or illness has exhausted all entitlement to paid and unpaid leave of absence, shall be placed on a reemployment list for a period of thirty-nine (39) months. If, at any time during the thirty-nine (39) months, the employee is able to assume the duties of their classification, they shall be reemployed in the first vacancy in their classification with preference over all other applicants except for those laid off for lack of work or lack of funds.
- C. Before an employee leaves the service of the District for reason of health, they shall have the opportunity to apply for other appropriate leaves.

11.4 Workers Compensation Leave

- A. All classified employees of the District are insured under the State Compensation Insurance Fund and are entitled to protection under this insurance for injuries or illnesses sustained during the performance of duty. In all cases, the laws in effect pertaining to Workers' Compensation Insurance shall prevail. Each employee has the responsibility to report an illness or injury immediately to the Business Office on forms provided by the District.
- B. Allowable leave shall not be more than sixty (60) working days in any one (1) fiscal year for the same accident.
- C. Allowable leave shall not be accumulative from year to year.
- D. Industrial accident or illness leave will commence on the first day of absence.
- E. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- F. When an industrial accident or illness occurs at a time when a full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- G. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under the Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving Workers' Compensation, they shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensatory time, vacation or other available leave, which as when added to the Workers' Compensation award, provide a full day's wage or salary.
- H. Period of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- I. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by

law or the action of the Board of Education, the employee shall endorse to the District, wage loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

- J. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of their position, they shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, they shall be employed in a vacant position in the class of their 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 they shall be listed in accordance with appropriate seniority regulations.
- K. An employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the State.
- L. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

#### 11.5 Quarantine Leave

Any classified employee who is absent from duty because of quarantine which results from their contact with other persons having a contagious disease while performing their duties, shall be compensated at their regular salary rate during such absence, provided that an official statement certifying to the need for the absence is submitted.

#### 11.6 Bereavement Leave

- A. A classified employee shall be granted necessary leave of absence without loss of pay not to exceed three (3) workdays (five (5) days if two hundred (200) miles or out of state travel is required), on account of the death of a member of their immediate family.
- B. A member of the immediate family is defined as: mother, father, father-in-law, mother-in-law, grandmother, grandfather of the employee or the spouse, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the employee, grandchild of employee or spouse, aunts and uncles or any relative or significant person living in the immediate household of the employee.

- C. No deduction shall be made from the salary of an employee granted such leave nor such leave be deducted from other leaves granted by the Board of Education.

11.7 Personal Necessity Leave

Six (6) days of absence earned for sick leave under Section 11.1 of this article may be used by the employee in cases of personal necessity. If possible, prior approval of the employee's immediate supervisor shall be obtained as far in advance as possible. Such leave may be used on the following basis:

- A. A maximum of three of these six days which may be granted to a classified employee for urgent personal reasons at the discretion of the administrator to whom they is responsible. Up to forty-five minutes may be taken with the permission of the immediate supervisor and such excused absence shall not be charged to any other absence.
- B. The death of a member of the employee's immediate family as defined in Article 11.5.B when additional leave is required beyond that provided in Section 11.5 of this Article. In addition to the Bereavement Leave Benefits, additional days of personal necessity or emergency leave may be granted.
- C. Accident involving the employee's person or property of the person or property of their immediate family as defined in Article 11.5.B of such nature that the immediate presence of the employee is required during his workday.
- D. When resulting from an appearance in any court or before any administrative tribunal as a litigant or party.
- E. Serious or critical illness of a member of the immediate family as defined in Article 11.5.B which calls for the services of a physician and which can be verified by the physician's statement. Such illness must be a nature requiring the immediate presence of the employee during the workday.
- F. Personal Necessity Leave may be approved for other reasons at the discretion of the Superintendent, and upon submission of adequate proof that necessity does, in fact, exist. Such proof is to be submitted to the Superintendent or their designated assistant according to rules prescribed by the Board of Education.

11.8 Personal Leave

Two days of leave with compensation at full pay shall be granted to a classified employee when the employee gives written notice (see District Form E-11) to the site administrator that it is/was for urgent personal reasons.

If all eligible days are not used by an individual employee, remaining unused two (2) days shall be rolled into that person's sick leave balance.

11.9 Pregnancy Leave

The District shall provide for leave of absence from duty for any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by any school district.

Except as provided herein, written and unwritten employment policies and practices of any school district shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

This section shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability. If on unpaid maternity leave, the employee, provided the current carrier agrees to the arrangement, shall have the option to remain as an acting participant in any District fringe benefit programs at her own expense.

11.10 Child Rearing Leave



Upon request, the Board shall provide an employee who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing their infant not to exceed thirty-six (36) weeks. The Board may, however, extend these maximums at their discretion. An employee shall notify the Board that they intend to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. An employee who is adopting a child shall be entitled to utilize leave as provided under Personal Necessity Leave, for the purpose of caring for the needs of the adopted child. The employee shall have the option of paying for any fringe benefits provided the carrier has no objections.

#### 11.10B Parental Leave

A classified employee may use their sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") for a period of 12 work weeks. Employee must have been employed for 12 consecutive months prior to taking "parental leave":

1. All parental leave must be taken within one year of the child's birth, adoption, or start of foster care.
2. After an employee has exhausted all available sick leave during the 12-week period of parental leave, the employee shall be entitled to receive Parental Leave compensated at no less than fifty percent of their salary during the partial pay period. Parental leave differential pay is set at 50% of their regular salary per day pursuant to the California Family Rights Act ("CFRA," Government Code 12945.2).
3. Parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-work week period for parental leave during any 12-month period. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12-workweeks in a 12-month period. Where both parents are employees of PUSD the District will limit the period of bonding leave to 12 total workweeks to be shared between the two parents.
4. An employee shall not be provided more than one 12-week period for parental leave during any 12-month period.
5. For the purpose of "child bonding" domestic partners shall also be entitled to the 12-Weeks of parental leave outlined in CFRA.

In accordance with the California Family Rights Act and the Federal Family and Medical Leave Act all members will be eligible for family care leave. Information is available in the Personnel Office.

- 11.11 Family Medical Leave: Pursuant to the Federal Family and Medical Leave Act of 1993 (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act (Government Code Section 12945.2) an employee may be eligible for either paid or unpaid family care and medical leave, for family and medical purposes, depending on each employee's particular circumstances. The District will comply with all mandated provisions under these acts and reserves the right to act within the

dictates of the law. A member of the immediate family shall be defined in Article 11.5 B. with the addition of "Exceptions may be considered."

#### 11.12 General Leaves of Absence

- A. Requests for necessary or voluntary unpaid leaves of absence for reasons not specified in this agreement will be considered. Such leave may be granted by the Board of Education upon recommendation of the Superintendent for up to a 12 month period. At the conclusion of the initial period for which granted, leave may be extended for up to an additional 12 month period at the option of the Board of Education.

The employee on general leave must provide written intent to return to the Superintendent at least three (3) months prior to the expiration of the leave. Failure to submit the notification in writing will constitute a resignation effective the last day of the approved leave.

Employees on general leave may request a change in leave status to reflect a change in circumstances to the Superintendent of Business Services and Human Resources. Status may be changed by the approval of the Governing Board.

- B. Such leaves shall be granted only for purposes which are in the best interests of the school district.
- C. Upon return from a leave of absence after the time originally specified for the leave, the employee shall be reinstated to their original position, provided prior approval (or agreement) was given by the Board of Education, or if not possible, to an equivalent position, based on current salary schedule, which they held at the time the request for leave was granted.
- D. Employees on Leave of Absence shall have the option of paying for benefits accorded full time employees (except when prohibited by carrier).
- E. Before an employee leaves the service of the District for reasons of health, they shall have the opportunity to apply for other appropriate leaves.

#### 11.13 Military leave

In all matters of military leave, the Military and Veterans' Code will be followed strictly.

11.14 Leave for Judicial and Official Appearance and Jury Duty

- A. An employee shall be entitled to paid leave for court appearance under subpoena.
- B. Jury Duty -- the Board of Education shall grant leaves of absence to any employee regularly called for jury duty in the manner provided by law and shall grant such leave with pay.
- C. If the employee receives Juror's fees while on leave under this section, such fees (exclusive of court reimbursement of travel) shall be remitted to the Board of Education.

11.15 Association Leave

Two persons designated by the President of the Association will be granted up to five (5) days release time to attend local, state or national conferences provided, however, that notice to participate in this release time is given at least seven (7) days in advance of the commencement of the leave to the Superintendent. If the District in good faith determines that substitutes are required, it shall notify the Association as soon as it knows that they will be needed. The Association shall reimburse the District the cost of the substitutes. The District and the Association shall mutually agree to a time-schedule of payments should the Association be unable to make the reimbursement in a lump sum.

11.16 Catastrophic Leave Bank

- A. A Catastrophic Leave Bank will be established to assist classified employees who meet the following conditions:
  - 1. The employee has sustained a life-threatening illness or injury.
  - 2. The employee has exhausted all available paid sick leave, paid compensatory leave, 100 day extended leave as per 11.2a, State Disability Insurance, if applicable, and any other available leave including vacation.
- B. Any classified employee is eligible to transfer vacation day credit to the Catastrophic Leave Bank subject to the following conditions:
  - 1. A transferring employee may voluntarily and confidentially donate vacation leave days, provided they retain a minimum vacation balance of ten (10) days at the time of donation. In addition, to vacation days, five (5) sick leave days may be donated by any employee as long as they retain at least ten (10) days for their sick leave use.

2. The transferring employee may transfer days in increments of one or more of their full work days.
  3. Transfers shall be made in days and calculated in units of hours, which shall be converted to their dollar equivalent value according to the salary level of the transferring employee and then converted to hours for the receiving employee at the dollar equivalent value according to the salary level of the receiving employee.
  4. The donor may not revoke transferred days.
- C. In order to use days in the catastrophic leave bank, an employee must request the CSEA President to initiate the process. The employee must also submit appropriate medical records verifying the life threatening illness or injury to an advisory committee. This committee will consist of the CSEA President and designee, Superintendent, and Business Manager. All medical records will be kept confidential. The Advisory Committee will be responsible for the authorization of the usage of the Catastrophic Leave Bank. Unresolved matters of the committee will be referred to the Superintendent for final decision.
- D. Transfer of days to the Catastrophic Leave Bank is entirely voluntary. No individual shall in any way attempt to coerce an employee with respect to transfer of vacation days to the Catastrophic Leave Bank. No individual shall directly or indirectly solicit the receipt of or accept any compensation in full or partial exchange for vacation days to be transferred.
- E. The Association agrees to hold the District harmless in any dispute arising in the application of this plan.

## ARTICLE 12 - SALARIES

### 12.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in this contract. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

12.1.2 Errors in the calculation, reporting, or payment of a classified employee's salary must be corrected and repaid, from any available funds, within 5 working days following the verification of the error, per Education Code.

12.1.3 The salary schedule shall reflect classification, range, step, monthly salary, hourly salary and longevity. Placement on the longevity schedule is determined by the number of years' service in the District, not the number of years in one classification.

12.1.4 Each employee in the bargaining unit shall receive all normal steps and increments due them under this contract. Whenever any employee in the unit is promoted to a higher classification, they shall receive an increase in salary which shall be at least equivalent to one full step increase in the salary paid for the lower classification, but shall not be higher than the salary paid at the highest step (excluding longevity) of the new position.

12.1.5 When regular employees are employed for extra service during summer, spring and winter recesses, they shall be paid on the same basis as their regular salaries.

12.1.6 Faculty Meeting Grant: Any unit member who attends a school site faculty and/or staff meeting outside of their contracted work hours shall be approved to submit a timesheet to receive straight time pay or equal time off.

### 12.2 Other Rates of Pay

#### 12.2.1 Out of Class Differential

Per Education Code, classified employees may be required to perform duties inconsistent with those assigned to their position. Employees who work temporarily outside of their normal duties, as determined by the Governing Board, shall be provided additional compensation at the rate of \$15 per hour **above their hourly rate** during such temporary assignments.

#### 12.2.2 Credentialed Sub Rate:

Any classified employee who works as a credentialed substitute shall be paid additional compensation at the rate of \$20 per hour above their hourly rate during such temporary assignments. The District shall bear the cost of an annual fee for each emergency credential required for classified employees to substitute for a credentialed teacher.

#### 12.2.3 Education Growth Stipend

Beginning either at the time of hire, or by the ratification date of this agreement, any unit member who has completed one of the following education milestones shall receive a corresponding annual stipend: Trade Certification (e.g. CA Licensing Board or other\* licensing organization), AA, BA, or MA. The unit member is limited to one Education Growth Stipend at the highest level applicable. The unit member must submit proof of completion to the district's Human Resources department.

\* subject to approval by the Superintendent or designee

- \$250 annual stipend for a Trade Certification and Associate Degree
- \$500 annual stipend for a Bachelor Degree
- \$750 annual stipend for a Master Degree

#### 12.2.4 Signing Bonus (Measure H Funds)

For the 2021-2022 and 2022-23 school years only, the District shall provide \$1,500 per new employee after the employee completes 75% of the work days of the respective employee's work year (e.g., for a Para-educator, the work year is 185 days. After working 139 days, the employee is eligible for the bonus in their next paycheck.)

12.3 Professional Growth Program: The District agrees that the Professional Growth Program as revised with the 2020-21 contract negotiations shall be construed as an integral part of this article.

12.3.1 Professional Growth Increment: The District has agreed to pay professional growth increments as outlined in Appendix B.

12.4 The Parties agree that for 2014-2015 there is a 3% increase to the salary schedule. Movement for professional growth increments and longevity will continue.

12.5 Effective July 1, 2015, the District will apply an across the board salary increase of 1.25% on the Classified base salary schedules.

12.6 District will apply an across the board salary increase of 1.50% on the Classified base salary schedules retroactive to July 1, 2016.

12.7 Upon request, classified employees who work less than 12 months a year may receive salary payments in 12 monthly payments (collecting deferred pay warrants on the last day of the last working calendar month in the academic year). Any such requests must be submitted in writing

to the Business Office no later than the 15<sup>th</sup> of the month preceding the month in which the deferred pay becomes effective.

- 12.8 The amount \$1,317.00 was added to the salary schedule, pro-rated to each employee's FTE, retroactive to July 1, 2018.
- 12.9 Effective July 1, 2019, the District will add \$685 to the salary schedule, pro-rated to each employee's FTE.
- 12.10 As directed by the July 1, 2019 Memorandum of Understanding, effective July 1, 2019, the District will add \$426\* to the salary schedule of current employees, prorated to each employees FTE.
- 12.11 Effective July 1, 2020, the District will apply an across the board salary increase of 3.50% on the Classified base salary schedules.
- 12.12 Effective July 1, 2020, the District will apply an across the board salary increase of 2.5% (so that the total increase beginning 2020-21 is 6%) on the Classified base salary schedules.
- 12.13 Retroactive to July 1, 2021, the District will apply an across the board 3% salary increase to Classified base salary schedule (Measure H Funds).
- 12.14 Effective July 1, 2022, the District will apply an across the board 7.5% salary increase to the classified base salary schedules.
- 12.15 For the 2022-23 school year, the district shall provide a one time off schedule payment of \$1,500 to CSEA members active as of the date of ratification, prorated to 1.0. FTE.
- 12.16 For the 2023-24 school year, the district shall provide a one-time off schedule payment of \$400.00 to CSEA members active as of the date of ratification, prorated to assigned FTE, funded through Measure H funds.

## ARTICLE 13 - LONGEVITY

### 13.1 Long Service Recognition (to be applied to the employee's cumulative base salary)

Beginning the 6<sup>th</sup> year - 3%

Beginning the 10th year - 6%

Beginning the 15th year - 8%

Beginning the 20th year - 10%

Beginning the 25<sup>th</sup> year – 2% (This increase will be based on the employee's current salary) ( Effective July 1, 2020)

Based on employee's anniversary date.

### 13.2 Occupational Therapists' longevity is reflected in their salary schedule, and therefore not included in 13.1.



## ARTICLE 14 – WEEKEND/HOLIDAY EMPLOYMENT

The Board of Education may create a position or class of positions which require and permit the holders of such positions to work only on weekends (Saturdays and Sundays) and holidays. No Board of Education may create a position or a class of positions, under this section, to avoid payment of overtime.

The District shall provide weekend employees a cell phone or a communication device for District business. The District shall maintain a centralized phone number to report problems.

## ARTICLE 15 - WORKDAY/WEEK/YEAR

### 15.1 Work Week

The standard work week for full-time employees shall consist of five (5) consecutive days of:

- A. Forty (40) hours per week, eight (8) hours per day for employees whose work shift starts before 2:00 p.m. These positions are listed on the CSEA salary schedule A.
- B. Thirty-seven and one-half (37.5) hours per week (7.5 hours per day) whose work shift starts at 2:00 p.m. or later, eight (8) hours paid status. These positions are listed on the CSEA salary schedule A.
- C. Thirty-seven and one-half (37.5) hours per week (7.5 hours per day). These positions are listed on the CSEA salary schedule B-10, B-11, and B-12. Occupational Therapist positions can be found on the CSEA salary schedule C.
- D. Thirty or more hours per week for full-time employees. These positions are listed on the CSEA salary schedule D-1 and D-2.
- E. Part-time employees who work above their standard contracted hours or days shall have the choice to receive straight time pay or equal time off. The equal time off will be scheduled with the prior approval of the supervisor.

This article shall not restrict the extension of the regular workday on an overtime basis except as provided by section 4. of this article.

### 15.2 Workday:

The Board of Education shall designate the workday for each classified position as set forth in this agreement. Employees shall be notified of the days and hours they are to work prior to the beginning of each instructional year. Whenever it becomes necessary to change an employee's work day or hours, but not including an increase or reduction in hours, the employee shall be given at least five days notice unless an emergency requires an immediate change. The timelines herein may be changed by mutual consent of the District and the employee.

- 15.3 All employees who work 5 hours or more shall have a thirty (30) minute duty free unpaid lunch period. In addition, all full-time classified employees shall have a two fifteen (15) minute rest periods, preferably spread out during the workday. Employees who work less than 5 hours are entitled to one fifteen (15) minute rest period. If employees do not utilize the rest period granted by the Board of Education, they will not receive additional compensation for working through such rest periods.

15.4 Overtime:

- A. A bargaining unit employee who is regularly assigned to the standard work week as set forth in Article 15.1 A-C shall be paid overtime or receive compensatory time off for any authorized time worked in excess thereof. Those employees who work a 4-day, 10-hour per day week during the summer pursuant to memorandum of understanding dated February 2, 1983, shall be paid overtime or receive compensatory time for any authorized time worked in excess thereof.
- B. All employees working less than 40 hours shall have the choice to paid overtime or receive compensatory time for any authorized time worked in excess of seven and one-half (7.5) hours in one (1) day or thirty-seven and one-half (37.5) hours in one week.
- C. Employees having an average workday of four (4) hours or more during the work week shall be paid overtime or receive compensatory time for any authorized time worked on the sixth or seventh day following the commencement of the work week.
- D. Employees who have an average workday of less than four (4) hours during a work week shall be paid overtime or receive compensatory time for any authorized time worked on the seventh day following the commencement of their work week.
- E. The rate of pay for overtime work will be at least equal to time and one half the regular rate of pay of the employee designated and authorized to perform the overtime. Compensatory time off will be granted on the basis of at least one and one half hour for each extra hour worked by the employee.
- F. No overtime will be paid or compensatory time allowed unless prior authorization has been obtained from the administrator in charge. Prior written authorization must be obtained for the specific overtime work and designation of the type of compensation to be granted (overtime pay or compensatory time off).
- G. When compensatory time off is authorized, it shall be taken at a mutually agreeable time within the fiscal year in which the overtime was worked. If compensatory time off is not taken by June 30th of the fiscal year in which it was earned, the employee will receive payment at the overtime rate.
- H. In accordance with the Fair Labor Standards Act (FSLA), employees may accrue a maximum of 240 hours of compensatory time in any one fiscal year. However, as stated above, the compensatory time must be taken by June 30 in the fiscal year in which it was earned.
- I. In emergency situations which threaten the safety of District students and/or personnel, or security of District property, the supervisor may require employees to work overtime. The selection of the employee(s) assigned to perform the overtime work shall be based on District needs and employee abilities as determined by the Supervisor.

Overtime work in call-back situations, (i.e., when the employee has been called at home to come back to work), the overtime shall begin when the employee leaves their home and end when the employee returns home.

For call-back overtime work, the employee shall be given a minimum of two (2) hours of overtime credit at time and one-half or shall be given the hours of overtime from portal to portal, whichever is greater.

For non-emergency overtime work, the supervisor shall make a conscientious effort to assign work to qualified personnel on a rotating basis.

#### 15.5 Work Year

The work year is defined by the number of paid days. Paid days include duty days, holidays, and vacation days.

##### A. 10 Month Employees

The work year for 10 month employees excluding paraeducators shall consist of 220 paid days. The work year may be increased up to 10 additional paid days at the discretion/need of the District or site administrator. The employee has the option to work the additional days. If the employee chooses not to work the additional days, the District may hire a replacement for that period of time. A timesheet must be submitted and approved by the supervisor for these additional days.

All holiday and vacation are included in paid days per year.

##### B. 11 Month Employees – Extended Year

The work year for 11 month employees shall consist of 238 paid days. The work year may be increased up to 10 additional paid days at the discretion of the District or site administrator. The employee has the option to work the additional days. If the employee chooses not to work the additional days, the District may hire a replacement for that period of time. A timesheet must be submitted and approved by the supervisor for these additional days.

Vacation days shall be taken during school recess periods. It is expected that the two optional holidays will be taken during school recess periods.

C. 12 Month Employees – Year-round

Twelve month employees are on a year-round work schedule. They are on duty unless there is a paid holiday or if they have approved vacation or optional holidays.

D. Occupational Therapists

The work year shall coincide with the instructional and planning days for teachers and shall consist of 185 paid days.

E. Paraeducators – Academic Year

Instructional paraeducators include classroom, music, physical education, and special education paraeducators. The work year shall coincide with the instructional and planning days for teachers and shall consist of the following number of paid days.

<u>Years in District</u>	<u>Paid Days Per Year</u>
1 - 3	207
4 - 9	211
10	213
11 - 13	215
14 - up	216

All holidays and vacation days are included in paid days per year.

The work year shall commence on a date specified by the site or district administrator. Written notification will be provided at least one week before the first day of work.

- F. Effective July 1, 2017, the calendar for school years shall be established by a joint calendar committee composed of members of the California School Employees Association (CSEA), the District, and representatives of the Association of Piedmont Teachers (APT). In establishing the calendars, the joint committee is committed to receiving and reviewing input from parents, classified employees, teachers and administrators. The committee will give consideration to recommendations from these groups prior to recommending an instructional calendar to the Board. The committee cannot change the number of state-required teaching days for students or the number of stated-required work days for teachers.

The instructional calendars shall be mutually agreed upon and attached to this request.

Guidelines:

In establishing the calendars, the joint committee will look at strategically placing school holidays in locations that would help prevent the loss of Average Daily Attendance (ADA) for the District. Adherence to a number of calendar parameters defined by law is required. The joint committee will make sure that the instructional calendar:

- 1) Includes 185 teacher work days and 180 student instructional days;
- 2) Accommodates academic and program needs to support student learning and growth at all grade levels (K-12);
- 3) Whenever possible, collaboratively schedule parent/teacher conferences in order to accommodate parents with students at different school sites;
- 4) Includes minimum days for Back-to-School night, elementary Open House, the day before Winter Break, and the last day of student instruction.
- 5) Has two semesters of approximately equal instructional time.

It is understood that, should the California Legislature increase the number of mandated school holidays during the term of this agreement, the agreed-upon calendar(s) shall be adjusted so as not to decrease the number of work days.

15.6 Summer Work Assignment:

- A. When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular academic year, the work shall be assigned to employees by seniority serving in the appropriate classification(s).
- B. When it is necessary to assign employees not regularly so assigned to serve during a summer work period, the assignment shall be made on the basis of qualifications for employment in the classification of service required. In no event shall the employee be required to accept such assignment.
- C. An employee who accepts a summer work assignment, and who works in a lower classification during the summer, shall receive the lower rate of pay for the classification they are working. An employee who works in a higher classification shall receive the higher rate of pay for the classification in which they are working.

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## ARTICLE 16 - LEGAL AND OTHER HOLIDAYS

16.1 A. All employees who are part of the classified service shall be entitled to the following holiday dates if they are in a paid status during any portion of the work day immediately preceding or succeeding these days:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day & the Friday following
- Christmas Eve Day
- Christmas Day
- December 30th
- New Year's Eve Day
- New Year's Day
- Martin Luther King, Jr. Day (as per District calendar)
- Lincoln Day (as per District calendar)
- Washington Day (as per District calendar)
- Memorial Day (as per District calendar)
- Two Optional Holidays: Admissions Day and Cesar Chavez Day
- These holidays shall be taken at a date mutually agreed upon by the employee and their supervisor.

Additionally, every other day designated by the President or the Governor of California as provided for in subdivision (b) and (c) of Education Code Section 37220 and any day declared a holiday by the Board of Education shall be a paid holiday for such eligible employees.

- B. December 24, 25, 30, 31, and January 1 shall be paid holidays for any employee not normally assigned to duty during school vacation periods in December, providing they are in paid status on the workday immediately preceding or succeeding the school holiday period. (Instructional Paraeducators, Occupational Therapists)
- C. Holidays falling in an employee's regularly scheduled vacation period shall not be counted as vacation days but shall be in addition thereto.
- D. The following Monday shall be deemed a holiday when such dates fall on a Sunday. The preceding Friday shall be deemed a holiday when such dates fall on a Saturday.
- E. An employee who is required to work on a legal or declared holiday shall receive one and one-half (1-1/2) times their regular rate in addition to their regular pay for the holiday, with the exception of Admission Day.
- F. No holidays may be carried over from year to year.



## ARTICLE 17 - PART TIME EMPLOYEES

- 17.1 All probationary and permanent part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law on classified employees. Part-time employees shall be entitled to all leaves and benefits granted by the Board of Education to a majority of the regular full-time employees in the Classified Service of the District or to regular full-time employees in the same classified positions or general class of positions; such leaves and benefits shall be prorated based upon 30 hours per week:

Custodial and Maintenance	40 hours per week
Office Employees	37 1/2 hours per week
Instructional Paraeducators and Occupational Therapist	30 hours per week

Except for prorating benefits for part-time employees as herein authorized, the Board of Education shall provide at least the same benefits for all regular employees in the Classified Service as it provides for the majority of such employees.

- 17.2 Noon duty supervisors are not part of the bargaining unit.
- 17.3 A classified employee who works at least 30 minutes per day in excess of their part-time assignment for twenty (20) consecutive working days or more, SHALL have their basic assignment changed to reflect the longer hours.

## ARTICLE 18 – VACATIONS

- 18.1 A. Classified employees who have completed nine months of service shall be entitled to five-sixths (5/6ths) of a workday of paid vacation for each month of service in which more than one-half (1/2) of the working days have been served in paid status.
- B. Vacations for employees who are assigned to ten (10) or eleven (11) month work years shall be taken on specified dates during recess vacation periods.
- C. Earned vacation shall not become a vested right until completion of the probationary nine (9) months of employment.
- D. This section shall not apply to substitute, short-term, or limited-term employees, as they are defined in Education Code.
- E. An employee terminating for any reason shall be paid for any unused vacation earned.
- F. Vacation may be taken at any time during the fiscal year if approved by the immediate supervisor. Requests for approval of vacation dates shall be submitted two months prior to requested vacation if the requested vacation period is for five or more consecutive days. The employee shall be notified in writing of approval or disapproval of their requested vacation within two weeks of submitting the request. If no response is given, it shall be assumed that the vacation is granted. For shorter than five consecutive days, the vacation dates shall be mutually agreed upon by the employee and their immediate supervisor.
- If the employee cannot take their vacation as scheduled due to circumstances beyond their control, the vacation may be rescheduled with the approval of the immediate supervisor. A rescheduling request shall be submitted as soon as the employee knows of the necessity for doing so.
- G. The District will make every effort to accommodate the employee's request for all vacation.
- H. When more than one person within a classification requests the same vacation period, the vacation request from the employee with more seniority shall be honored first.

- I. Beginning July 1, 2006, no employee shall be entitled to carry over a balance of more than 25 days vacation from one fiscal year to the next. On or before June 30 of each year the employee shall use the vacation days accumulated over the 25 day cap, except as provided in 18.1.J.
- J. Those employees who, prior to April 1, 1985, have vacation days accumulated ("banked days") may elect to: 1) use those days, 2) be paid for them on a pro-rated basis over three years, 3) carry them until retirement or termination from District employment, or, 4) any combination of the above three.

18.2 Interruption of Vacation

- A. An employee shall be allowed to interrupt vacation leave in order to begin another type of paid leave without a return to active service, provided the employee telephones or makes other contact and obtains prior approval from the Superintendent or Superintendent and provides a doctor's verification, if requested to do so, in case of illness.
- B. When all or part of an employee's vacation is to be converted to sick leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. The credited vacation may be rescheduled later at the employee's request.

18.3 Twelve-Month Employees

- A. Employees employed on a twelve (12) month basis shall be granted ten (10) days of vacation per year. If such employees are employed for less than a full year, they shall be granted seven and one-half (7.5) days' vacation for the first nine (9) months of employment and five-sixths (5/6ths) additional day of vacation for each additional month of employment, not to exceed a maximum of ten (10) days' vacation.
- B. Vacation Days - 12 Month Employees

Years Completed in District	Vacation Days Accumulated
0-1	See 18.3.A
1-3	10
4-9	15
10	16
11-12	18

13	19
14	20

18.4 Eleven Month Employees

A. Employees employed on an eleven month basis shall be granted nine (9) days of vacation per year. If such employees are employed for less than a full year, they shall be granted seven and one-half (7.5) days' vacation for the first nine (9) months of employment and five-sixths (5/6ths) additional day of vacation for each additional month of employment, not to exceed a maximum of nine (9) days' vacation.

B. Vacation Days – 11 Month Employees

Years Completed in District	Vacation Days Accumulated
0-1	See 18.4.A
1-3	9
4-10	14
11-13	17
14-15	18

18.5 Permanent Part-Time Employees

Persons employed on a regular part-time basis shall be granted vacation pay on the basis of the ratio of time employed to full time.

**ARTICLE 19 - HEALTH AND WELFARE BENEFITS**

- 19.1 A. The District shall provide unit members a total contribution to medical and dental benefits, collectively referred to as “Benefits,” that is capped at the following amounts for full-time employees:

Effective January 1, 2024 (starting with the December 2023 district contribution), the District will increase its contribution to employee Health Benefits from on-going Measure H funds. The new District contribution rates are as follows:

Employee Only Benefits Coverage	\$ 8,550.00 + 1-Party Dental
Employee Plus One Benefits Coverage	\$17,100.00 + 2-Party Dental
Family Benefits Coverage	\$24,225.00 + Family Dental

The District’s amount of contributions for Benefits will be prorated for unit members working less than full-time based on the ratio that their service bears to full-time service as referenced in Article 17. The District contribution to dental coverage will be based on the coverage level chosen for medical (1-party, 2-party, or Family).—Effective October 1, 2013, any increase in the cost of Benefits beyond the capped amount will be assumed by the unit member, unless negotiated otherwise. These negotiated changes to the capped amount are applicable to active employees only. Any new employee shall be entitled to medical and dental benefits or a cash-in-lieu amount, prorated to their hours worked. The employee’s monthly contribution shall not exceed that of a current regular employee as described in “Health Plan, Premiums and Employees’ and District’s Contributions to Health Care Costs,” which is released annually before the open enrollment period.

- B. All unit members must be covered by a medical plan. Unit members who choose not to participate in the District’s medical plan must submit proof of coverage under another plan. Unit members who opt to not participate in the District’s medical plan are eligible for a two thousand, eight hundred-dollar (\$2,800.00) cash-in-lieu provided to all eligible unit members only if permitted under the provisions of the medical plan.
- C. Under the current District dental plan, all unit members employed .3 FTE or more in their area of classification, must be covered by the District dental plan. The District and CSEA may mutually agree on an alternative dental plan.

- 19.2 Domestic partners have the option to purchase benefits coverage.

19.3 The District will establish for the benefit of CSEA employees a plan to operate in accordance with IRC 125.

19.4 Conditions of Membership in Health Plan(s)

Any continuing employee who was not a member of one (1) of the District approved health plans during the previous year may elect to become a member of one (1) of the District-approved health plans during Open Enrollment. For any new employee whose application for membership in a District-approved health plan is received before the 15<sup>th</sup> of the month, the membership in the District-approved health plan(s) shall become effective on the first day of the following month. If the application for membership is received after the 15<sup>th</sup> day of the month, the membership shall become effective on the first day of the second succeeding month.

19.5 Changes in Health Plans

The Classified Bargaining Unit shall have equal representation on any Fringe Benefit Committee that meets to explore and/or propose changes to current plans (medical, dental, tax shelters, etc.) where such changes may affect the classified employee.

19.6 Termination of Membership in Health Plan(s)

District employees who have elected to become members of one of the above health plans, shall continue to be members of such health plans until:

- A. The District amends or terminates either or both plans.
- B. The Employee withdraws from the program.
- C. The employee's service with the District is terminated. The termination date of health plan membership shall be that month in which service is last rendered to the District, including earned vacation time.

19.7 State Disability Insurance

Each employee shall have deducted from their pay an amount sufficient to pay premiums for State Disability Insurance. (Unemployment Compensation Disability Fund)

- 19.8 The District agrees to contract with the State for a program of State Disability Insurance for all classified employees. Such program shall provide for a coordination of SDI basic benefits and accumulated sick leave to the effect that there shall be deducted from the employee's accumulated sick leave only that portion of a day's leave which, when combined with the SDI basic benefit amount, shall not exceed 100% of an employee's regular base salary as reported to PERS during the month disability occurred.
- 19.9 The employee shall have the option either to:
- A. Deliver all SDI [funds] received to the District payroll department. The District will issue the employee appropriate salary warrants(s) for payment of the employee's salary and deduct normal retirement and other authorized deductions as required by law from that portion of the warrant in excess of the SDI benefit amount.
  - B. Retain all SDI [funds] and send copy of [verification of funds] received to District Payroll Office. The District will deduct the amount of SDI [funds] from the gross amount of subsequent warrants and then deduct taxes. This option will affect the amount reported to Public Employees Retirement System (PERS).
- 19.10 In the event of the death of an employee, the employee's spouse and/or dependents have the option of remaining on the currently subscribed District medical/dental plan at their own cost.

## ARTICLE 20 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

- 20.1 There shall be an Employer-Employee Relations Committee composed of: the Superintendent, one (1) other management team member, the President of CSEA (or other person designated by the President) and two (2) other classified employees.
- 20.2 The purpose of the EERC shall be to address job related issues which are of concern to employees. However, it is expressly agreed that no items which are negotiable shall be discussed.
- 20.3 The local chapter CSEA President shall designate one person of three authorized CSEA EERC members to act as Chairperson. The Chairperson shall be responsible for the setting of the Agenda and shall provide a copy of the agenda to the Superintendent not later than five (5) working days prior to the meeting. The Chairperson shall also be responsible to insure that the meeting is run properly.
- 20.4 The District agrees to meet with the EERC each month on a date and time determined by the Chairperson and President. Participating authorized classified employees shall be given release time to attend the meeting.
- 20.5 The District shall have the right to place items on the agenda at its option, but prior notice shall be given to CSEA at least five (5) working days before the meeting.
- 20.6 Both parties agree that no formal minutes shall be taken and if and when agreement is reached in this informal committee, then such solutions shall be reduced to writing and signed by both parties prior to adjournment.



## ARTICLE 21 - RETIREMENT

### 21.1 Definitions

21.1.1. Retirement: An employee who resigns from the District and begins to collect a PERS pension (minimum age 55).

21.1.2 Separation: An employee who voluntarily/willfully terminates their employment with the District.

### 21.2 For Employees with Date of Hire Prior to July 1, 1989

In the Classified Service, those employees retiring or separating with fifteen (15) years employment and/or those employees disabled with ten (10) years employment shall continue to receive equivalent level of coverage for the benefits plans in which they were members two years prior to retirement, separation, or disability. When the employee begins to receive Medicare benefits, a District paid health plan will supplement Medicare to provide the equivalent level of health protection enjoyed two years prior to retirement, separation or disability. To receive this benefit the employee must enroll in Medicare A and B. The Cost of Medicare B is the employee's financial responsibility. The name(s) of the Medicare Supplemental plan(s) in which a retiring or separating employee must enroll will be published with the health insurance rates which are distributed annually to all employees. Part-time employees will receive benefits coverage proportionate to that received at time of retirement or separation. If unavoidable emergency situations (e.g. death of a spouse or insured spouse loses insurance coverage through no change brought on by them) arise during the last two years prior to retirement or separation that may result in an employee losing health coverage, the employee may be eligible to enroll in a plan equal to one-party Kaiser coverage. The decision to grant health benefits because of unavoidable emergency situations will be made by the District.

### 21.3 For Employees with Date of Hire After July 1, 1989 and Before July 1, 2008

The District shall continue benefits for employees who retire or separate at age 55 or more with fifteen (15) years or more of service with the District. Employees will be eligible for coverage for a maximum of five (5) years or until they are covered by Medicare, whichever comes first. The level of coverage for the benefit plans shall be equal to the single tiered cap amount of \$6,500. In order to qualify for benefits the employee must be covered for medical and dental benefits by the District at the time of separation. In addition, the employee may choose either Option A or Option B. The District's payments for Option A or B will supplement Medicare in order to maintain the least costly medical plan.

#### Option A

Upon an employee becoming eligible for Medicare the District shall contribute to the employee's medical benefits at a flat rate of \$75 per month. This coverage shall continue until the employee reaches 75 years of age at which time the employee shall have the option of

participating in the District medical plan at their own expense. The employee shall be responsible for paying the total administrative fee charged by the third party vendor.

#### Option B

Upon an employee becoming eligible for Medicare, the District will contribute to the employee's medical benefits at a flat rate of \$100 per month. This coverage shall continue for a period of time equal to the number of years of service in the District.

Employees must notify the District in writing of their retirement or their election of Option B by February 15 of the school year. When District payments stop, the employee shall have the option of participating in the District medical plan at their own expense. The employee shall be responsible for paying the total administrative fee charged by the third party vendor.

21.3.1 Employees covered by Option A or B contained in Section 21.3 shall have the option of including dependents on their coverage and paying for the additional coverage. The payments shall be made in accordance with established District procedure. Employee expenses will be included as a line-item in the District's annual budget.

21.3.2 Part-time employees working 50 percent or more of a year may count the entire year toward the 15 years of service. A year's leave of absence will not count as a year of service.

A part-time employee is entitled to a District contribution toward coverage in a district benefits plan equivalent to the percentage that their service in the year before retirement or separation bears to full-time service (FTE) multiplied by the single tiered cap amount of \$6,500.

21.3.3 Employees who retire or separate at age 55 or more with five to 15 years of service in the District have the option of participating in the District's medical, dental, and vision plans until Medicare age at their own expense. The employee shall be responsible for paying the total administrative fee charged by the third party vendor.

This option is also available for employees covered under what is currently 21.3 and 21.4 until Medicare age. Employees may continue to participate in the District's vision plan after reaching Medicare age at their own expense.

#### 21.4 Employees Hired After July 1, 2008

For employees hired after July 1, 2008, the District shall provide the benefit plan coverage for employees who retire or separate at age 55 or more with fifteen (15) years or more of service

with the District as follows: Employees will be eligible for coverage for a maximum of five (5) years or until they are covered by Medicare, whichever occurs first. The level of benefits coverage would be equivalent to the single tiered cap amount offered at \$6,500 multiplied by the percentage that their service in the year before separation bears to full-time service (FTE). These employees will not be eligible for the District offered contributions under Medicare Option A and Option B. The employee shall be responsible for paying the total administrative fee charged by the third party vendor.

21.5 Upon retirement or separation at age 55 or more, an employee with a minimum of ten (10) years full-time service will receive \$500 per year of service for a maximum of \$5,000. Part-time employees will receive an amount prorated to their percentage of service.

21.6 Reduced Workload from Full-time to Part-time Duties

The following California Education Code 45139 is incorporated into the CSEA Contract:

Notwithstanding any other provision of this part, the governing board of a school district or county superintendent of schools may establish regulations which allow their classified employees to reduce their workload from full-time to part-time duties.

The regulations shall include, but shall not be limited to, the following, if classified employees wish to reduce their workload and maintain retirement benefits pursuant to Section 20819 of the Government Code:

(a) The classified employee shall have reached the age of 55 prior to reduction in workload.

(b) The classified employee shall have been employed full time in a classified position for at least 10 years of which the immediately preceding five years were full-time employment.

(c) During the period immediately preceding a request for a reduction in workload, the classified employee shall have been employed full time in a classified position for a total of at least five years without a break in service.

(d) The option of part-time employment shall be exercised at the request of the classified employee and can be revoked only with the mutual consent of the employer and the classified employee.

(e) The classified employee shall be paid a salary which is the pro rata share of the salary they would be earning had they not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which they make the payments that would be required if they remained in full-time employment.

The classified employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time classified employee.

(f) The minimum part-time employment shall be the equivalent to one-half of the number of hours of service required by the classified employee's contract of employment during their final year of service in a full-time classified position.

(g) The period of the part-time classified employment shall not exceed five years.

(h) The period of the part-time classified employment shall not extend beyond the end of the school year during which the classified employee reaches their 70th birthday.

*(Added by Stats. 1990, Ch. 658, Sec. 1. Effective September 12, 1990.)*

21.7 Additional Retirement Incentive Option:

The intent of this section is to provide an incentive/reward to employees in order that they may choose to retire earlier than otherwise planned.

When an employee reaches the age of 55 or older, with a minimum of fifteen years of classified service in the Piedmont Unified School District, they may receive 40% of the difference between their current salary (including longevity) and the salary of a new hire in the same position at Step C of the existing salary schedule. This benefit shall be prorated based on the employee's average FTE over the last ten years of service (see example below). All the additional requirements listed below must be met for the employee to be eligible to receive this benefit.

1. Any employee who chooses to participate in this program shall not be eligible to participate in the program described in 21.2.
2. The employee shall give written notice by February 15th in the year they choose to retire.

Example: A Head Custodian retires in 1997-98 at age 59 with 20 years of service. Their level of employment over the last ten years is listed in the chart below. (Note that in the first paragraph of this section it is stated that the total compensation will be determined by applying a factor, hereafter referred to as the Factor, equal to the average FTE, full time equivalent during the last ten years of service.)

Year 1997-98	FTE .5
96-97	1.0
95-96	1.0
94-95	1.0

93-94	1.0
92-93	1.0
91-92	1.0
90-91	1.0
89-90	.5
88-89	.5

Total 8.5 divided by 10 = .85 Factor

Formula:

Current salary of head custodian (at full time status) = \$39,379

Base salary at Step F = \$30,360

Base with four longevity steps = \$39,379

\$39,379 X .85 Factor (see chart above) = \$33,472

Salary of new Head Custodian at Step C = \$26,184

\$26,184 X .85 Factor (see chart above) = \$22,256

Retirement benefit equals 40% of \$33,472, minus 40% of \$22,256. Therefore, the retirement benefit in this example would be \$4,487.

## ARTICLE 22 - SAVINGS CLAUSE

- 22.1 If any provisions, during the life of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall be immediately suspended and be of no effect. However, all other provisions of this Agreement will continue in full force and effect.
- 22.2 If any provision is held contrary to law by a court of competent jurisdiction, the parties agree to meet and negotiate within a reasonable time for the purpose of arriving at a mutually satisfactory replacement for that provision if it be legally possible to do so.

ARTICLE 23 - DURATION OF CONTRACT

1. The terms of the Collective Bargaining Agreement (“Agreement”) between the Parties and each of the articles contained therein shall continue from July 1, 2020 through and including June 30, 2023 or until another agreement has been reached by the parties.
2. The Parties shall automatically reopen negotiations on Benefits (Article 19) and Salaries (Article 12) for each of the 2021-2022 and 2022-2023 school years. Both the District and CSEA shall also have the option of opening for negotiation one additional article each as part of the 2021-2022 and 2022-2023 reopeners, with negotiations to commence on the same time schedule as the negotiations on Benefits and Salaries. By mutual agreement, negotiating teams reserve the right to propose modifications and/or amendments to other articles in the contract during the course of negotiation.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Original Signed \_\_\_\_\_

Original Signed \_\_\_\_\_

Amal Smith

Terra Salazar

Piedmont Unified School District

California School Employees Association,

President, Board of Education

President of Piedmont Chapter #60

**MEMORANDUM OF UNDERSTANDING  
BETWEEN PIEDMONT UNIFIED SCHOOL DISTRICT AND CSEA CHAPTER 60**

**December 18, 2017**

**Article 3: Organization Rights**

**Sharing of Employee Information to Association**

**Article 3.6** The District shall provide CSEA notice of any newly hired bargaining unit member within ten (10) days. CSEA shall provide copies of the CSEA membership packet, which shall be distributed to any newly hired bargaining unit member as part of the District's orientation packet. CSEA shall have the right to conduct an orientation session for newly hired bargaining unit members on a monthly basis or less often as mutually agreed to. (Remainder of Article 3.6 remains the same).

**Article 3.9** Within 10 days of hire or by the first pay period of the month following hire, the District shall provide the Association with the following:

- 1) Full name
- 2) Job title
- 3) Department
- 4) Work site and work phone number
- 5) Home and personal cellular phone numbers on file with the District
- 6) Personal email address on file with the District
- 7) Home address on file with the District
- 8) Hire date
- 9) Employee identification number

In addition, the District shall provide the foregoing information to the Association for all bargaining unit members on September 30, January 30, and May 30 of each school year.



**Duration of Agreement**

**Term:** This agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement.

#

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT  
(Reviewed 2014-15)**

The parties agree to the following:

1. (15.1.D) Work Week:

The District will make every effort to accommodate any custodian, maintenance worker, technician, clerical staff or groundskeeper/gardener who wishes to work a 4-day, 10-hour per day week during the summer (prorated for 37 ½ hour employees). Such employee desiring to work such a schedule shall submit a written request to their immediate supervisor who will in good faith try to accommodate the employee's request. If a satisfactory 4-day work week schedule cannot be arranged, the employee shall work their normal 5-day week.

2. This memorandum is not a part of the Collective Bargaining agreement. It is, however, grievable in accordance with Article V of the agreement.

3. The memorandum shall remain in effect for as long as the current Collective Bargaining agreement is in effect.

#

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

**(Reviewed 2012-13)**

It is agreed that the District will contract for specialized services in the maintenance of Witter field. These services may be provided by a single or multiple contractors to include mowing, clipping disposal, edging, aeration, sand topping, vertical mowing, fertilizing, over-seeding, spray applications, and irrigation maintenance.

This contract service will not result in the layoff of CSEA employees and the effect of this contracted service on current CSEA employees will be negotiated.

#

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

**(Revised 2014-2015)**

When District employees are being hired who have responsibility for classified employees, CSEA shall have two representatives on the interview panel. When classified employees are being hired, CSEA shall have two representatives on the interview panel.

#

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT  
(Reviewed 2014-2015)**

Work calendars will be prepared for 12-month classified, 11 month classified, 10 month non-paraprofessional classified employees, and 10-month paraprofessional classified employees. Additional hours over contracted time must be pre-approved by the site administrator.

#

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT  
(Reviewed 2014-2015)**

The Piedmont Unified School District ("District") and the California School Employees Association (CSEA) Chapter #60 do hereby agree that all paraeducator/instructional paraeducators hired on or before January 8, 2002 are highly qualified as defined by the No Child Left Behind Act of 2001.

#

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT  
(Revised 2014-2015)**

Any employee covered by a family member's health benefits whose family's health benefits are terminated due to loss of employment will become eligible for District health benefits in compliance with the timeline for qualifying events.

#

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT  
July 1, 2019 (expires on June 30, 2020)**

The California School Employee Association and its Chapter 60 and the Piedmont Unified School District hereby enter into this memorandum of understanding to the following terms regarding reopening negotiations under Article 12 for the 2019-2020 school year:

1. It is agreed that CSEA and PUSD negotiations teams will reconvene to bargain Article 12 and 13 if the following conditions are met:
  - a. If the Final State Budget (19-20) provides additional ongoing funding for the 2019-2020 school year.
  - b. If the final total compensation settlement for 2019-20 for APT is above 1%.

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**MEMORANDUM OF UNDERSTANDING ABOUT CORONAVIRUS RESPONSE**

**PUSD: Randall Booker, Ruth Alahydoian, Anne Dolid, Kim Randlett**

**CSEA: Terra Salazar, Christine Petersen, Nicole Straley, Genesis Berrios, Janell Hampton**

**Signed electronically on April 9, 2020**

**Memorandum of Understanding Effective Date:**

This memorandum is agreed between **California School Employees Association and its Chapter 60 (CSEA)** and Piedmont Unified School District regarding the response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

- 1) **Sharing of information about spread of illness:** The District will inform CSEA as soon as practicable should it learn of a confirmed coronavirus infection of District employees or students and at which campus or worksite said infection was found.
  
- 2) **Training and implementation of public health measures:** The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District shall make available to all employees any protective gear necessary to complete assigned tasks. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
  
- 3) **Employees reporting during closures:** The District shall timely inform CSEA about which classifications of employees, and how many, are required to report for work during COVID-19 related closures. The District shall keep CSEA informed of its current and planned operational needs as they affect bargaining-unit employees working during the epidemic and shall upon request bargain further about the effects of such operations. The District shall in no event assign bargaining-unit employees to perform work not reasonably related to their usual work

without first bargaining with CSEA.

**Leaves due to COVID-19 related events:** Subject to Executive Orders, current law, regulations and guidance, no employee shall have accrued leave deducted for taking time needed to comply with a medical professional's recommendations, including to

self-quarantine, to secure one's own health, or secure the health of one's household during the COVID-19 crisis. Confirmation, as soon as practicable, from a doctor's note is required. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees will not be required to use paid sick leave or any other form of paid time off during such time.

Employees with dependent-care needs, who are not absent for health reasons listed above, shall not have accrued leave deducted for failing to report unless their employer has offered no cost childcare for the duration of work hours and the employee has declined.<sup>1</sup>

**HR 6201:** The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Please refer to the informational email issued by Kim Randlett on April 1, 2020 with specific details regarding HR 6201: "Families First Coronavirus Response Act."

- 4) **Distance learning:** CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a result of District implementation of distance learning programs. The District will keep CSEA informed of any changes to its operations due to the emergency adoption of distance education, including of any increased need for Information Technology/Information Systems services or for any other operations that could potentially be performed by classified employees, and will promptly respond to further requests to bargain over such issues.
  
- 5) **No loss of pay during COVID-19 related closures or curtailments:** As District facilities are closed and/or District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. To acknowledge those CSEA employees who are providing an essential service and who must be physically on a district site during the Alameda County Department of Public Health Shelter-in-Place Order, the District shall provide

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<sup>1</sup> This language reflects the agreed Labor-Management Framework issued on April 1, 2020.

additional compensation at the same rate listed in 12.6 of the current contract (\$10.00 per hour) so long as prior approval has been given by their supervisor.

**5.A** .: Additional compensation at the same rate listed in 12.6 of the current contract will be in effect for the following classifications:

- Beginning March 17th, 2020: Business Services, Maintenance, Custodial, Technology, Mail.
- Beginning March 30th, 2020: Any other CSEA classification.

6) **CSEA support for full funding:** CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to epidemic.

7) **Additional school days:** In the event the District seeks to add additional school days to this school year or next year, the District will seek to staff such additional days first by offering the work to unit members by order of seniority. Such work shall be compensated at least the same as during the regular school year.

8) **Duration of Agreement:** This agreement shall remain in effect through August 10, 2020. Upon mutual agreement, this current MOU can be extended.

9) **Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

10) **Compliance with further governmental orders:** The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees, and will bargain as needed over the effects of such further directive.

**Side Letter of Understanding**

**2020-21**

**Measure H Parcel Tax: Retention Fund**

The State of California and school districts in California, including the Piedmont Unified School District ("District"), face an unprecedented budget crisis due to the COVID-19 pandemic.

The following constitutes a Side Letter between the District and the California School Employees Association, Chapter #60 ("CSEA"). The intent of this Side Letter is to create language that assists the District with its ongoing financial obligations in 2020-2021 should the state budget impose cuts and/or reductions on school districts.

CSEA and the District agree to establish a Measure H Retention Fund to assist in offsetting state imposed budget reductions. This fund shall be used to restore positions and help to prevent lay-offs for the 20-21 school year. The final dollar amount transferred into the Measure H Retention Fund is subject to negotiations with CSEA, the Association of Piedmont Teachers ("APT"), and the Association of Piedmont School Administrators ("APSA"). CSEA and the District share a common interest in transferring \$1,250,000 into the Measure H Retention Fund.

The District shall provide an accounting of how the Measure H Retention Fund is applied, specific to position and FTE, to all bargaining groups and the Board of Education. If, by the date of the first interim budget of the 20-21 school year, unrestricted revenues from the state are increased from the levels provided in the May 2020 Revise, Bargaining teams will reconvene and the Retention Funds will be subject to bargaining for the 2020-2021 school year. The intention for the use of the Measure H Parcel Tax Retention Fund is to allocate it during the 2020-2021 school year.

All revenues in the retention fund not used by June 30, 2021 will be subject to bargaining for the 2021-2022 school year.

The Parties agree that this Side Letter shall sunset on June 30, 2021. This Side Letter is created for the purpose of having no "precedential" value.

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**Side Letter of Understanding**

**2020-21**



## **Professional Learning, Collaboration, and Planning Compensatory Leave Time**

In order to provide time and financial recognition for professional learning, three non-student days were added to the Association of Piedmont Teachers ("APT") work calendar for the 2020-2021 school year for a total of 185 workdays.

### **Additional Professional Learning and Collaborative Planning for Distance Learning and In-Person Instruction**

The Piedmont Unified School District ("District") and APT agreed to the following terms for adding and implementing three additional days in the 2020-2021 school year to provide "Professional Learning and Collaborative Planning for Distance Learning and In-Person Instruction." The dates for professional learning and collaborative planning are subject to negotiations as part of the APT Collective Bargaining Agreement: Article XXI - Committees: D. Calendar Committee. The 2020-2021 school year will consist of 188 workdays in total.

### **Compensatory Leave Time**

Recognizing that the CSEA work calendars differ from APT, many CSEA members will already be scheduled to work during the three additional professional learning days (as part of their regular work year/calendar).

CSEA employees whose work calendars are not aligned with the additional professional learning activities, as negotiated with APT, will have the opportunity to participate in them outside of their regular work year/calendar. CSEA employees who choose to participate in these activities will be entitled to hourly "compensatory leave time", commensurate with the time spent participating in the scheduled activities.

CSEA agrees that any "compensatory leave time" earned due to an employee's participation in the additional professional learning activities shall only be used during non-student days

during the 2020-2021 school year. Supervisor must be notified in advance.

CSEA agrees that any "compensatory leave time" earned due to an employee's participation in the additional professional learning activities, shall be utilized during the 2020-2021 school year. If the employee does not use the earned "compensatory leave time" during the 2020-2021 school year, it will be forfeited.

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**Side Letter of Understanding**  
**2020-21**  
**Measure H Parcel Tax: CSEA Reserve Fund**

The State of California and school districts in California, including the Piedmont Unified School District ("District"), face an unprecedented budget crisis due to the COVID-19 pandemic.

The following constitutes a Side Letter between the District and the California School Employees Association, Chapter #60 ("CSEA"). The intent of this Side Letter is to create language that develops a Measure H Parcel Tax: CSEA Reserve Fund (\$88,268) to either (1) offset any CSEA position reductions caused by state-imposed mid-year budget reductions in 2020-2021 or (2) a one-time compensation bonus for all CSEA employees in the 2020-2021 school year. The decision on how to apply the CSEA Reserve Fund shall be negotiated by CSEA and the District by the date of the first interim budget of the 20-21 school year.

Once negotiated between the District and CSEA, the District shall provide an accounting to CSEA and the Board of Education of how the CSEA Reserve Fund is applied, specific to either a one-time compensation increase or detailing which positions/FTE are retained in lieu of any CSEA position reductions caused by state-imposed mid-year budget reductions in 2020-2021.

All revenues in the retention fund not used by June 30, 2021 will be subject to bargaining for the 2021-2022 school year.

The Parties agree that this Side Letter shall sunset on June 30, 2021. This Side Letter is created for the purpose of having no "precedential" value.

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**Side Letter of Understanding**

**2020-21**

**COVID-19: Legal and Other Holidays**

**Covid-19: Legal and Other Holidays**

Due to Covid-19 Shelter in Place orders, every member with unused Optional Holiday hours received in 2019-20 shall roll over up to 16 hours into the member's vacation leave account. Members who are not returning for the 2020-21 school year shall see their unused Optional Holiday hours (up to 16 hours) converted to vacation hours. This modification applies to disposition of 2019-20 Optional Holiday hours only.

The Parties agree that this Side Letter shall sunset on June 30, 2021. This Side Letter is created for the purpose of having no "precedential" value.

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**Side Letter of Understanding**

**2020-21**

**COVID-19: Retirement**

**Covid-19: Retirement**

The Parties agree to mutually adjust the February 15<sup>th</sup> retirement notice requirement due to Covid-19 related to the Retirement Articles 21.3, 21.5, and 21.7 for the 2019-20 school year. The written notice of retirement will be accepted no later than June 15, 2020 •

The Parties agree that this Side Letter shall sunset on June 30, 2020. This Side Letter is created for the purpose of having no "precedential" value.

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**MEMORANDUM OF UNDERSTANDING**

**between the**

**PIEDMONT CITY UNIFIED SCHOOL DISTRICT**

**and the**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**and its Chapter 60**

**School Reopening 2020-21**

Piedmont City USD will reopen its schools in compliance with current requirements established by the California Department of Education (CDE) and the Alameda County Public Health Department (ACPHD). This agreement represents a commitment to prioritize the health and safety of students and staff in order to minimize the risk of COVID-19 spread while also providing for the education of all students.

All components of the current Collective Bargaining Agreement between the CSEA and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

The Piedmont City School District (“District”) and the California School Employees Association and its Chapter 60 (“CSEA”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding issues related to the coronavirus COVID-19 and the opening of schools during the 2020-21 school year on July 23, 2020.

The parties agree to the following:

### **Safety**

The District shall follow health guidelines and orders, including but not limited to:

1. Maintaining appropriate changes to physical layout to maintain physical distancing:
  - a. When possible, one-way hallways;
  - b. Sites will designate procedures for entering and exiting campus at natural transition points;
  - c. Barriers for food service, front offices, and other points of contact outside of classrooms;
  - d. and Limits on number of students in classrooms or other spaces as provided by direction of the governing Board
2. The provision of handwashing locations (soap and water or sanitizer).
3. The provision of necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).
4. The District agrees to maintain physical distancing standards in school facilities, including but not limited to implementing plans incorporating the following components:

- a. Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals, or current PUSD Board of Education directed distance.
  - b. To the extent possible, and as recommended by the CDC or as directed by the PUSD Board of Education, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day.
  - c. In a circumstance where sufficient physical distancing is difficult or impossible, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidance. Face coverings will not be required for anyone who has trouble breathing or is incapacitated or otherwise unable to remove the covering without assistance. Reasonable accommodations will be made for anyone who is unable to wear a face covering for medical reasons. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.
5. The District shall provide sufficient protective equipment to comply with California Department of Public Health (CDPH) guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.
  6. The District shall implement a plan for ongoing supply of protective equipment.
  7. The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.
  8. The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance.
  9. The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, trash cans and paper towels.

10. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:

a. For staff engaged in symptom screening:

- Surgical masks, face shields and disposable gloves

b. For front office and food service staff:

- Face coverings and disposable gloves

c. For custodial staff:

- Surface cleaning
  - Masks, gloves appropriate for all cleaning and disinfecting
- Deep cleaning and disinfecting
- Appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions

11. The District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes:

1. Avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and bathrooms.

2. Avoiding the direction of grouping staff together for training or staff development. Virtual training and distancing measures shall be considered.

3. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.

4. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students.
5. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces.
12. The District shall provide sufficient protective equipment to comply with California Department of Public Health (CDPH) guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. If appropriate protective equipment is not available, employees will not be required to work.
13. The District shall require face covering for every person on site, including students and visitors, in accordance with State health guidelines and orders.
14. To the extent possible, the District shall enforce limitations on access to school sites, including screening of students, limits on non-student, non-employee access, and safe arrangements for student drop-off and pickup.
15. The District shall establish and maintain a routine disinfecting schedule in accordance with State guidelines and orders. "Disinfection schedule" is defined as a plan for keeping school facilities at a high level of cleanliness, particularly disinfecting high-touch surfaces.
16. The District shall consider [California Department Of Education](#), [Alameda County Public Health](#), [American Academy of Pediatrics](#), and [Center for Disease Control \(CDC\)](#) guidance for school reopening.
17. The District shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, or local health authorities and shall negotiate the effects of implementing those guidelines.
18. The District agrees to follow the California Department of Public Health's mandates on temporary school/district closure.



19. The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis and agrees to make updates accessible to employees and parents.
  
20. The District agrees to adopt the CDE recommendations as to access by parents, students and other persons not on school staff, which state, at a minimum, face coverings should be worn:
  - While waiting to enter the school campus
  - While on school grounds (except when eating or drinking)
  - While leaving school
  
21. The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.
  
22. The District will:
  - a. Any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms), shall be sent home or to the sick bay on site pending travel home.

#### Students—Entering Campuses

- b. **Passive Screening.** Require parents to screen students before leaving for school (check temperature to ensure temperatures below 100 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to keep students at home if they answer “yes” to any of the District’s screening questions.
- c. All students must wash or sanitize hands as they enter campuses.
- d. Where possible, provide supervised, sufficient points of access to avoid larger gatherings.
- e. Use privacy boards or clear screens when practicable.
- f. Advise parents of sick students that students are not to return until they have met CDC criteria to discontinue home isolation.

### **Reporting Unsafe Conditions**

In the interest of protecting community and workplace health, any employee may report, verbally or in writing, any unsafe COVID-19 condition in the working environment to the immediate supervisor. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

### **Outside Visitors and Groups**

Limit access to campus for parents and other visitors.

1. The District will evaluate whether and to what extent external community organizations can safely utilize the site and campus resources.
2. Require external community organizations that use the facilities also follow the school's health and safety plans and CDPH guidance.
3. The District will review facility use agreements and establish common facility protocols for all users of the facility.
- ~~4.~~ Establish protocol for accepting deliveries safely.

### **Food Service**

1. The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. increasing meal service access points, staggering cafeteria use).
2. The District agrees to install physical barriers, such as sneeze guards and partitions at POS and other areas where maintaining physical distance of six feet is difficult.

3. The District agrees to follow the guidance provided by CDE for Food Service operations.

Link:

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>  
↓

### **Screening of Bargaining Unit Staff**

1. The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC guidelines.
2. The District agrees to send home staff and students with a fever of 100 degrees or higher, cough or other COVID-19 symptoms.
3. The District has committed to utilizing “Passive Screening” of staff prior to leaving to attend their shift:
  - a. Require staff to self-screen before leaving for work (check temperature to ensure temperatures below 100 degrees Fahrenheit, check for symptoms outlined by public health officials) and to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
4. Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms. Questionnaires shall be performed in a confidential manner.
5. Screening records shall be kept confidential and will be maintained for as long as the public health department and/or CDC requires.
6. The parties agree no employee discipline may occur related to screenings, unless there is intentional misrepresentation and/or the employee refuses to participate in the screening process.

### **Testing and Tracing**

1. As determined by the Alameda County Department of Public Health, the District shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19.
2. The District shall notify bargaining unit employees who have been exposed to COVID-19 at work. Exposure is defined as having been within six feet of an infected person for 15 or more continuous minutes—even if all parties were wearing masks.
3. The District shall notify CSEA of bargaining unit member exposure to COVID-19.
4. The District shall provide a list of COVID-19 testing locations to bargaining unit employees when potential exposure has occurred.
5. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

### **Leave**

#### **1. Workers' Compensation**

District shall not contest an employee's right to file a workers' compensation claim that COVID-19 disease is caused by work exposure, as determined through contact tracing by the Alameda County Department of Public Health, or for employees who are diagnosed by a physician with COVID-19 within 14 days of having come to work at a District site. The District will comply with CDC/Local health department guidelines and Legislation.

When an employee is potentially exposed to coronavirus at work, the employee will either access the COVID-related leave (as outlined below) or be allowed to work from home for up to 14 calendar days, if a remote assignment is available, and will be expected to self-isolate.

## 2. COVID-Related Leave

All bargaining unit members shall receive full pay and benefits in 2020-2021, including periods of school site closure and student dismissal.

In the event a bargaining unit member is unable to return to in-person work because either they or someone in their household for whom they are a primary caregiver is at increased risk of severe illness from COVID-19 (as defined by the CDC- see a.) and an alternative or remote assignment is unavailable to them, after exhausting their existing leaves, such member can request an unpaid administrative leave and will have the right to purchase benefits under the district plan.

a. The following are the guidelines for determining “increased risk” per CDC as of July 3, 2020.

i. [People over 65](#)

ii. [Underlying medical conditions](#), include:

- People with chronic kidney disease undergoing dialysis
- People with (COPD)
- People who are immunocompromised from solid organ transplant
- People with severe obesity (body mass index [BMI] of 30 or higher)
- People who have serious heart conditions
- People with sickle cell disease
- People with type 2 diabetes mellitus
- Children who are medically complex, who have neurologic, genetic, metabolic conditions, or who have congenital heart disease are at higher risk for severe illness from COVID-19 than other children”

### **HR 6201:**

Unit members are entitled to the provisions of the Families First Coronavirus Response Act (FFCRA). As per CSEA and PUSD agreement, employees can use up to 4 weeks (up to 160 hours) of paid sick leave at the employee’s regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a healthcare provider), and/or experiencing COVID-19 symptoms and seeking a

medical diagnosis.

When an employee is potentially exposed to coronavirus at work, the employee will either access the COVID-related leave (as outlined in this section) or be allowed to work from home for up to 14 calendar days, if a remote assignment is available, and will be expected to self-isolate.

The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 20 days. Once HR 6201 sunsets, the District/CSEA will revert to the language found in the current collective bargaining agreement.

The parties acknowledge that these changes apply to District employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

### **Accommodation**

1. The District agrees to protect and support bargaining unit members who are at "increased risk" for severe illness ([medical conditions that the CDC says may have increased risks](#)) or who cannot safely distance from household contacts at higher risk by providing options such as telework or negotiated change in classification or duties.
2. The District agrees to initiate the interactive process for employees whose physician designates them as "high risk" or "vulnerable" as related to exposure to COVID-19 to provide reasonable accommodations including but not limited to:
  - Providing additional or enhanced personal protective equipment (PPE);

- Placing physical barriers to separate the vulnerable employee from coworkers or the public;
  - Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
  - Moving the employee workstations.
3. If reasonable accommodations are not practicable, the District should work with the employee to develop a flexible leave plan.
  4. The District agrees to maintain procedures for keeping employee communications confidential about non-COVID health conditions.
  5. Those bargaining members who choose to take an unpaid leave may continue to participate in the District's health plan at their own cost.

### **Return Personnel**

1. District agrees to five (5) working days notice prior to requesting an employee report back to their site.
2. The District and CSEA agree that CSEA bargaining-unit employees listed below shall be required to report to work at their regularly assigned site for the 2020-2021 school year:
  - i. Custodial
  - ii. Maintenance
  - iii. Technology Support
  - iv. District Driver
  - v. Groundskeeper
3. The District and CSEA agree that all other CSEA bargaining-unit employees shall be allowed to telecommute (work from home), if/when duties can occur in a remote environment, under a Distance Learning Model in order to help maintain necessary social distancing requirements for the 2020-2021 school year.

- a. When a CSEA bargaining-unit employee cannot fully perform their duties in a remote environment, they will be expected to return to their specific site to perform their duties.
  - b. In an in-person learning model, site supervisors may require a cohort schedule for bargaining unit members to ensure appropriate safe and continuous operations.
4. The District will provide CSEA bargaining-unit employees with a Chromebook, per their request and approval of their supervisor, to perform their assigned duties while telecommuting (working from home).
5. Per California Education code §44032 which requires that employees be reimbursed for reasonable expenses incurred while performing work related duties, CSEA bargaining-unit employees who are telecommuting (working from home) shall request reimbursement for consideration by their site supervisor.
6. In a distance learning model, CSEA bargaining-unit employees who are telecommuting may be required to report to work at a District site periodically. When employees are requested to report to the site, the employee may request up to three (3) calendar days notice.
7. While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available during their normal designated working hours.

### **Workload and Staffing Ratios**

1. The District and CSEA agree to address anticipated increased workload concerns to accommodate CDC guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedule) through the scheduled EERC meetings.

Example:

To address the increased workload to employees the district agrees to the following:



- No staff will be disciplined due to workload issues
- Employees will be provided an opportunity to give direct feedback to their supervisor on a daily basis regarding workload concerns

## **Duties**

1. The District and CSEA acknowledge that California Education Code §45101(a) and §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

Examples of additional duties that may be required include:

- Being asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
- Being asked to perform temperature checks on staff or visitors.
- Being asked to help with distribution of lunch and/or other meals for students.
- Perform duties found in the Attendance Secretary job description in a *Distance Learning Model*.
- Perform duties associated with screening procedures in an *In-Person Learning Model*.

The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

2. The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:

- Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations.
- For staff who use hazardous chemicals for cleaning, specialized training is required.
- Physical distancing of staff and students.
- Updates to the Injury and Illness Prevention Plan (IIPP).
- State and local health standards/recommendations.
- The District agrees to follow the [CDE’s hygiene training recommendations](#)

**Grievance**

1. Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article V – GRIEVANCE PROCEDURE, of the CBA, except as follows:
  - a. The definition of a grievant: Only CSEA can be the grievant, not an employee.
  - b. The definition of a grievance: A “grievance” is a claim by an employee or the Association covered by this Agreement that there has been an alleged violation, misapplication or misinterpretation of a provision of this Agreement
  - c. After attempting to resolve the grievance through a Level Two grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to the “Level Four” step of the grievance process.
  - d. CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this MOU is time sensitive and therefore shall be resolved in “expedited arbitration” before an arbitrator mutually agreed upon by CSEA and the District.
  - e. Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is scheduled by the arbitrator and/or mutually agreed upon by CSEA and the District.

Nothing in this agreement shall preclude the parties from modifying this MOU by mutual written agreement of the parties.

**Duration of Agreement:** This agreement shall remain in effect through June 30, 2021.

##

**Return to School 2020-2021 Memorandum of Understanding  
Addendum to the In Person/Hybrid MOU**

**PUSD:** Randall Booker, Ruth Alahydoian, Kim Randlett

**CSEA:** Nicole Straley, Terra Salazar, Christine Petersen, John Roure, Genesis Berrios, Janele Hampton

**Memorandum of Understanding Effective Date:**

Opening of Secondary Schools as allowed by the California Department of Public Health and the Piedmont Unified School District Board of Education - June 30, 2021

1. PUSD and CSEA agree to implement the following items as an addendum to the In-Person/Hybrid MOU:
  - a. FFCRA Leave
    - i. Per the timeframe set by the federal government, the COVID related leave provisions outlined in HR 6201 (Families First Coronavirus Response Act) expired on December 31, 2020. APT and PUSD have a shared interest to ensure that every employee feels empowered to exercise safe choices, as it relates to their health and welfare, without loss of earned benefits. PUSD and CSEA agree that CSEA bargaining unit employees can continue to receive the benefits provided in HR 6201 until June 30, 2021 or until such time that the government reinstates this or similar provisions for COVID leave.
  - b. Vaccines
    - i. When unit members are scheduled to receive a vaccine, they will make every effort to schedule the appointment outside of their contracted work hours. If

an appointment is not available outside the employee work hours, then the unit member shall:

- ii. Work with their site administrator to find coverage if applicable.
- iii. Enter the absence, related to a vaccination appointment, as “school business” into Frontline/AESOP.
- iv. Be permitted up to 120 minutes of “school business” absence due to a vaccination appointment.
- v. Following the receipt of the COVID vaccine, unit members who are symptomatic will follow the guidance of the District’s Health Screener and work remotely, if applicable, until cleared to return to campus. If telework is unavailable due to job classification (ie., maintenance, custodian), or the unit member is too ill to work remotely, those unit members shall be granted up to two days paid leave as school business.

c. Training

- i. If training opportunities involving the COVID Safety Plan, safety protocols, and other procedures related to the reopening of schools for in-person instruction are provided outside the contracted work hours of any unit members, then they shall be approved to submit a timesheet.

##

**Side Letter of Understanding: Measure H 2020-21**

1. One Time Bonus

All CSEA bargaining unit members, as of May 1, 2021 shall receive a one time salary bonus of **\$2,719** per 1.0FTE for the 2020-21 fiscal year. This bonus shall not be reflected on the salary schedules.

0. Interim Service Recognition

CSEA and the District have a common interest in a service recognition increase beginning at year three of employment (based on anniversary date). The teams also accept that a salary schedule review is complex and beneficial and any level of change requires more time than the current negotiation cycle

can accommodate. The parties agree to the following placeholder service recognition payment on a year by year basis for 2020-21, 2021-22 and 2022-23 or sooner until an ad-hoc committee consisting of equal representation by both CSEA and the District reviews and recommends changes to the current salary structure.

*Effective July 1, 2020, for service recognition beginning at year three of employment, a unit member shall receive a one-time payout equal to 2% of their base salary. This payout should be reflected no later than one payroll cycle following their anniversary date.*

Due to the above effective date, any current 4th or 5th year employee is both excluded from this benefit now available to 3rd year employees, and also not eligible for the next step of longevity on the salary schedule. To address this unintended consequence, the parties agree to grant the following considerations for the 2020-21 school year only:

*If a unit member reaches the beginning of year four (4) of employment during the 2020-2021 school year, then they will receive a one time payout equal to 1.5% of their base salary. This payout should be reflected no later than one payroll cycle following their anniversary date.*

*If a unit member reaches the beginning of year five (5) of employment during the 2020-2021 school year, then they will receive a one time payout equal to 1% of their base salary. This payout should be reflected no later than one payroll cycle following their anniversary date.*

##

### **2021-22 Professional Development Days Side Letter**

For the 2021-22 school year, PUSD agrees that CSEA will use the January 4, 2022 and March 7, 2022 Professional Development Days for the purposes of organizing unit members (consisting of food service, clerical/secretary/admin asst, campus supervisor, library, technology, business services, facilities, custodial, maintenance and groundskeeper) to record and compile processes and procedures related to the implementation of their specific roles and responsibilities. Instructional and special education paraprofessionals will attend scheduled professional development. The goal of this project is to capture institutional knowledge held by existing

members and to create and archive reference materials that any employee can access for support in their job.

A Professional Development Planning Committee will be established consisting of equal parts administration and CSEA designees. Representatives for the District and CSA will be determined by their representative leadership. The goal of the planning committee will be to develop a structure for the professional development days, provide materials such as organizational templates, job descriptions for reference, and establish goals and outcomes for each of the professional development days.

##

### **Side Letter of Understanding: Measure H 2021-22**

#### 1. One Time Bonus

All CSEA bargaining unit members, as of July 1, 2022 shall receive a one-time salary bonus of **\$2,750** per 1.0FTE for the Measure H funds remaining from 2021-22 and 2022-23 fiscal year. The bonus will be paid in the 2022-23 fiscal year and shall not be reflected on the salary schedule.

**Memorandum of Understanding (“MOU”) regarding  
issues related to the coronavirus COVID-19 and the opening of schools during  
the 2021-22 school year on September 22, 2021.**

If there is a period of school site closure or student dismissal due to COVID- 19, all bargaining unit members shall continue to receive full pay and benefits in 2021-2022. Effective October 1, 2021 through June 30, 2022, as per CSEA and PUSD agreement, employees can use up to 2 weeks (up to 80 hours) of paid sick leave at the employee’s regular rate of pay where the employee or their minor child is:

1. Unable to work because the employee or their minor child is quarantined (pursuant to Federal, State, or local government order or advice of a healthcare provider) and/or
2. Experiencing COVID-19 symptoms and seeking a medical diagnosis and/or
3. Getting a vaccination or a booster shot

When an employee is potentially exposed to coronavirus, the employee will either access the COVID-related leave (as outlined in this section) or be allowed to work from home for up to 10 working days, if a remote assignment is available, and will be expected to self-isolate.

The parties recognize that such leave shall be available to all bargaining unit members in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

If the State or Federal government enacts similar COVID leave provisions, the District leave will overlap, up to the maximum leave allowed, and will extend to the authorized timeframe.

##

**Side Letter of Understanding**

October 5, 2021

The parties agree that starting with the 2021-22 school year, June 19th, the Juneteenth holiday, is a district-recognized paid holiday. This holiday shall be added to Article 16 - Legal and Other Holidays when the CSEA contract is opened for revision.

##



**PIEDMONT UNIFIED SCHOOL DISTRICT  
Piedmont, California 94611**

Grievance Form - Level II  
**SUBMISSION OF GRIEVANCE**

All portions of this section must be completed by the grievant.

Employee name _____ Work location _____
Statement of grievance _____
Date and time of alleged grievance _____
Date of informal conference _____
Specific contract provision alleged to have been violated (cite source) _____
Proposed satisfactory resolution _____
Date _____ Signature _____

Upon completion of this section, grievant shall present original, yellow, pink, and green copies to personnel administrator. Goldenrod copy should be retained by grievant.

Personnel administrator's response _____
Date _____ Signature _____



**PIEDMONT UNIFIED SCHOOL DISTRICT**

**Piedmont, California 94611**

**Grievance Form - Level IV**

**REQUEST FOR IMPARTIAL HEARING**

This section must be completed by the grievant. The green copy of completed Grievance Forms Level II and Level III must be attached.

I hereby request an Impartial Hearing to consider the grievance outlined on the attachments.	
Date _____	Signature _____

**SUBMISSION TO ARBITRATION**

Signed copies of the report shall be attached; canary copy shall be presented to the superintendent/designee.

_____	Date of Board of Education action
_____	Date notice sent to superintendent/designee
_____	Date of submission to arbitration
	Signature _____

_____	Date of arbitrator's findings (attached)
_____	Date of Board of Education action

Upon completion of this section the exclusive representative shall present the grievant with a report of the arbitrator. Pink copy retained by the exclusive representative.

**PROFESSIONAL GROWTH PROGRAM  
FOR CLASSIFIED EMPLOYEES OF  
PIEDMONT UNIFIED SCHOOL DISTRICT**

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## **INTRODUCTION**

The rapidly increasing responsibilities of operating and administering our school districts have made it imperative for each employee, certificated or classified, to perform a quality service.

The need for professional growth activities for certificated employees has long been recognized. However, in recent years, administrators have realized the need for classified employees to increase their knowledge, awareness, and understanding of their responsibilities.

The Professional Growth Program for classified employees offers avenues for self-improvement through continuing education and involvement in professional organizations and associations. Recognition of the efforts and dedication required to complete the program shall be in possible salary increments.

A program is only as good as the participants make it. It is sincerely hoped that all classified employees will want to improve their service to the students of the Piedmont Unified School District and to the community through adherence to the spirit of the Professional Growth Program, as approved by the Board of Education.

## **DEFINITION**

Professional Growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standards of classified school employees.

Professional Growth is being developed if:

- The experience reflects improved or increased knowledge, understandings, attitudes and skills in the participant's regular assignment.
- The experience provides background material for the assignment in which engaged.
- The experience increases personal development through alertness and responsiveness to the human and social factors of others.
- The experience increases understanding in fields closely related to the assignment in which engaged.

## **PROFESSIONAL GROWTH PROGRAM**

## FOR PERMANENT AND PROBATIONARY CLASSIFIED EMPLOYEES

### RULES AND REGULATIONS

#### Procedure

1. Prior to beginning professional growth activity, requests for approval of professional growth courses must be submitted and approved by the employee's immediate supervisor. Approval or disapproval will occur within 15 days. If approved, a copy of the request form will be returned to the employee. If not approved, the employee may request a meeting with their immediate supervisor and the Superintendent.
2. It is the responsibility of the employee to see that all transcripts, grade reports, or other acceptable certification of courses completed are filed with the Personnel Office.
3. Upon the completion of the required 10 points, the employee completes a Request for Professional Growth Increment form and sends all copies to the Personnel Office. After verification and approval by the Superintendent, the employee will receive a copy of the approved form and the award will be official.

#### Eligibility, Limitations and Requirements

1. Eligibility - A candidate must have been employed in the Piedmont Unified School District for a period of one year prior to applying for Professional Growth Increment. Professional Growth courses can be taken with prior approval beginning with the first year of the candidate's employment in the school district.

All regular full-time and part-time employees employed 30% or more are eligible.

2. All professional growth candidates taking courses with an Adult Education Department approved by the State Department of Education must obtain a passing grade and follow the attendance schedule, as noted under "Credit Application" in order to receive full credit for the course.
3. Verification of completion of required units must be filed by June 15 in order to be eligible for an award effective the following July 1.

4. Except for first aid, courses cannot be repeated unless special permission is granted by the Superintendent.
5. College coursework must be verified by college official.
6. Appointment to a state or national, job-related organization chairmanship must be made and verified as to the length of service by the executive board of the state or national organization. This position may not be a paid position.

#### Professional Growth Increments

1. A Professional Growth Increment may be earned by:

Completing 3 1/3 semester units (5 quarter units) of work in a junior college, college, university, university extension, adult school, or other accredited education institution, attendance at workshops, conferences, seminars, institutes, lectures, etc. A growth increment is reached after earning 10 points within a 1-year period.

2. Any points earned in excess of the number of points required for an increment may be applied toward subsequent increments.
3. All Professional Growth increment credit will be figured in semester units. Institutional credit in terms of quarter units will be converted into semester units on the basis that one quarter units is equivalent to 2/3 of one semester unit. (See page 8 for Adult Education credit.)

Where an educational institution indicates the number of hours of participation, rather than a specific number of units, one semester unit will be granted for each 15 hours (minimum) of classroom participation and in multiples of five hours thereafter for each additional one-third semester unit. Fifteen hours equal 1 semester unit, 20 hours equal 1 1/3 semester units, 30 hours equal 2 semester units, 35 hours equal 2 1/3, etc.

4. It is the responsibility of the individual employee to apply for Professional Growth increments, to receive prior approval where required, and to verify satisfactory completion of all course work.

Satisfactory completion can be verified by presentation of grade reports, or other official documents, from the institution where the course was taken.

5. Courses offered at any college, university, adult school or other accredited educational institution may be taken for credit. All such courses must be applicable to the employee's current job responsibility and prior approval must be obtained from the Superintendent.
6. Application for professional growth increments will be approved by the Superintendent. In the event an employee wishes to contest the decision of the Superintendent, they may appeal in writing to the Professional Growth Committee. The Committee will meet within 30 working days of the request for an appeal.

#### Increment, Effective Date and Limitation

1. An increment not to exceed \$45.00 per month for each 10 growth points of approved credit earned shall be granted to an employee participating in the Classified Professional Growth increment program. An employee may earn a maximum of 6 professional growth increments.
  - a. The effective date of each Professional Growth increment for employees shall be the first of July immediately following verification by the Superintendent of satisfactory completion of the required number of points.
  - b. No more than one growth increment will be given annually.  
(This, however, does not restrict a person if they wish to use more time.)  
The District and CSEA have agreed to cap professional development increments at six (6) increments per unit member at a rate of forty-five dollars (\$45.00) per increment. This capped professional development rate is effective immediately, with the exception of unit members that are already collecting professional development stipend amounts greater than the capped amount. The cap is also not applicable to employees who have already submitted their professional development plans and have received approval by the District to pursue the same to be completed no later than June 30, 2014.
  - c. Effective July 1, 2017, the District and CSEA agree to add a seventh (7) increment per unit member at a rate of forty-five dollars (\$45.00) per Increment. However,



in order for this increment to be effective, the employee must engage in a professional growth activity that is pre-approved by the site administrator or the Department Head, and the professional growth activity is directly related to the employee's current assignment.

The professional growth activity for the seventh increment must be approved by the supervisor and performed after January 1, 2018, or the ratification of this agreement, whichever comes first.

All other procedures, processes and requirements outlined in the current Professional Growth Program shall be effective with respect to the seventh increment.

- d. If the District incurs a cost of \$50.00 or more either for the approved course/appointment itself or for the costs related to it, then the course will not be eligible for professional growth points. Related costs may include, but are not limited to such things as course fees, travel, and substitute hire.
- e. A course may be taken during normal contract hours for professional growth points, if the unit member's supervisor has approved attendance. Training offered during Professional Development days, required annual training (e.g., mandated reporter training), and periodic refreshers for current position are excluded from eligibility. The professional growth activity must be directly related to the employee's current assignment.

**PROFESSIONAL GROWTH PROGRAM POINTS MAY BE EARNED BY:**

Institutes, lectures, conferences; verification of attendance must be submitted to the Director of Curriculum and Personnel	2 points for 10 hours
School courses, university, community college, or trade school	3 points each semester unit or equivalent 2 points each quarter unit
Adult Education	2 points for each 10 hours of attendance
First Aid Course CPR (Renewable every year)	1 1/2 points of credit for completion of <u>Standard</u> course. Additional 1/1/2 points will be given automatically upon renewal. 3 points of credit for completion of <u>Advanced</u> course. Additional 3 points will be given auto-matically upon renewal.
Conducting district inservice education workshops	1 point for 5 hours. Limit one workshop per year.
State or national, job-related organization chairmanship	1 1/2 points for one year chair

## CREDIT APPLICATION FOR ADULT EDUCATION

Credit for adult education courses will be equated as follows:

<b>Total Hours in Adult Education Courses</b>	<b>Absences Permitted</b>	<b>Semester Hours Granted</b>
15 hours	none	1
20 hours	1	1 1/3
25 hours	1	1 2/3
30 hours	1	2
35 hours	2	2 1/3
40 hours	2	2 2/3
45 hours	2	3
50 hours or over	2	3 1/3

**PIEDMONT UNIFIED SCHOOL DISTRICT**

**Piedmont, California**

**REQUEST FOR PROFESSIONAL GROWTH INCREMENT**

To be returned to the Personnel Office by June 15 in order to be eligible for an award effective the following July 1.

**SUMMARY OF COURSES**

<b>Course Title</b>	<b>Location</b>	<b>Dates of Activities</b>	<b>Units</b>	<b>Points</b>	<b>Official Verification Dated</b>

A Professional Growth Increment in the amount of \$ \_\_\_\_\_ is hereby requested for

\_\_\_\_\_ beginning \_\_\_\_\_.

(name)

(date)

-----

Approved \_\_\_\_\_

Director of Personnel

\_\_\_\_\_

Date

Present Salary (Range & Step)                      \$ \_\_\_\_\_

Professional Growth Increment                      \$ \_\_\_\_\_

Salary Effective \_\_\_\_\_                      \$ \_\_\_\_\_

Date



SALARY SCHEDULES

CSEA EMPLOYEE SALARY SCHEDULE  
37.5 HOURS PER WEEK, 7.5 HOURS PER DAY  
2022-23

Increase of 7.50% from 2021-22 Schedule

RANGES 10M-06 - 10M-18 are 10-Month Employees with 220 Paid Days, paid over 11 months.  
Hourly Rate = Monthly Base x 11 ÷ 220 ÷ 7.5.

STEPS RANGE	B		C		D		E		F		G		H		I		J		K	
	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY
10M-06	19.38	2,807.73	20.31	3,047.10	21.29	3,183.81	22.32	3,349.25	23.41	3,510.82	24.06	3,608.35	25.40	3,809.60	27.41	4,110.86	29.97	4,485.92	30.57	4,585.84
10M-07	20.38	3,057.52	21.32	3,188.24	22.30	3,344.44	23.34	3,501.82	24.44	3,666.10	25.12	3,768.29	25.53	3,879.16	26.63	4,294.80	31.32	4,889.25	31.95	4,792.22
10M-08	20.83	3,126.14	21.81	3,271.38	22.83	3,424.88	23.89	3,598.97	25.03	3,783.83	25.72	3,866.68	27.17	4,074.95	28.32	4,398.73	32.08	4,812.57	32.73	4,908.82
10M-09	21.32	3,198.24	22.30	3,344.44	23.34	3,501.82	24.44	3,666.10	22.59	3,388.11	23.21	3,481.87	24.50	3,675.82	26.44	3,965.51	28.91	4,336.04	29.49	4,422.76
10M-10	21.81	3,271.36	22.83	3,424.88	23.90	3,595.70	25.03	3,753.83	26.19	3,928.25	26.93	4,039.34	28.44	4,266.49	30.71	4,608.52	33.51	5,041.14	34.28	5,141.96
10M-11	22.30	3,344.44	23.34	3,501.82	24.44	3,666.10	25.61	3,841.54	26.80	4,020.83	27.56	4,133.48	29.11	4,368.27	31.43	4,714.77	34.40	5,160.21	35.09	5,263.42
10M-12	22.83	3,424.88	23.90	3,595.70	25.03	3,753.83	26.19	3,928.25	27.43	4,113.85	28.20	4,229.48	29.79	4,468.06	32.17	4,925.19	35.21	5,281.87	35.92	5,387.31
10M-13	23.34	3,501.82	24.44	3,666.10	25.61	3,841.54	26.80	4,020.83	28.07	4,210.72	28.85	4,329.25	30.49	4,573.83	32.93	4,938.94	36.05	5,407.90	36.77	5,516.05
10M-14	23.90	3,586.70	25.03	3,753.83	26.19	3,928.25	27.43	4,113.85	28.73	4,309.39	29.54	4,430.88	31.21	4,681.56	33.71	5,056.82	36.91	5,536.48	37.65	5,647.19
10M-15	24.44	3,666.10	25.61	3,841.54	26.80	4,020.83	28.07	4,210.72	29.42	4,413.54	30.25	4,536.16	31.97	4,785.28	34.59	5,180.19	37.81	5,672.17	38.57	5,785.51
10M-16	25.62	3,843.30	26.79	4,018.74	27.89	4,197.82	29.25	4,387.90	30.60	4,590.72	31.47	4,720.65	33.26	4,988.75	35.93	5,390.07	39.35	5,903.03	40.14	6,021.09
10M-17	26.80	4,020.60	27.97	4,196.04	29.17	4,375.12	30.43	4,565.20	31.79	4,788.03	32.69	4,903.28	34.55	5,182.35	37.33	5,600.10	40.89	6,134.06	41.71	6,256.75
10M-18	27.99	4,197.81	29.16	4,375.33	30.35	4,552.43	31.62	4,742.50	32.97	4,945.34	33.91	5,085.81	35.84	5,375.96	38.73	5,810.14	42.43	6,365.10	43.28	6,492.40

**CSEA EMPLOYEE SALARY SCHEDULE  
37.5 HOURS PER WEEK, 7.5 HOURS PER DAY  
2022-23**

Increase of **7.50%** from 2021-22 Schedule

Hourly Rate = Monthly Base/Standard Monthly Hours

Standard Monthly Hours = Total Days\*Hours per day/11

Standard Monthly Hours = Total Days\*Hours per day/12

162.27 11 Month

163.13 12 Month

STEPS RANGE	B		C		D		E		F		G		H		I		J		K	
	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY
11M-15	24.34	3,849.32	25.52	4,140.87	26.71	4,334.56	27.88	4,539.76	29.34	4,760.45	30.17	4,895.47	31.89	5,174.07	34.31	5,667.00	37.58	6,097.65	38.33	6,219.60
11M-16	24.93	4,045.00	26.10	4,235.06	27.33	4,435.03	28.64	4,646.86	30.01	4,870.60	30.87	5,008.93	32.63	5,294.35	35.11	5,696.89	38.46	6,240.52	39.23	6,365.33
11M-17	25.51	4,140.02	26.71	4,334.05	27.98	4,539.88	29.33	4,759.72	30.75	4,889.38	31.62	5,131.28	33.43	5,424.05	35.97	5,836.86	39.41	6,384.60	40.19	6,522.50
11M-19	26.71	4,334.05	27.98	4,539.88	29.33	4,759.72	30.75	4,889.38	32.20	5,224.88	33.12	5,373.84	35.01	5,681.30	37.68	6,114.77	41.29	6,700.19	42.12	6,834.20
11M-20	27.33	4,435.03	28.64	4,646.86	30.01	4,870.60	31.47	5,106.19	32.94	5,345.75	33.88	5,498.33	35.82	5,813.17	38.56	6,257.19	42.26	6,856.85	43.10	6,983.98
11M-21	27.98	4,539.88	29.33	4,759.72	30.75	4,889.38	32.20	5,225.05	33.76	5,478.38	34.73	5,634.84	36.72	5,957.98	39.52	6,413.58	43.32	7,028.88	44.18	7,169.45
11M-22	28.64	4,646.86	30.01	4,870.60	31.47	5,106.19	32.94	5,345.75	34.54	5,605.10	36.53	5,765.46	37.57	6,096.35	40.44	6,583.01	44.33	7,183.25	45.21	7,337.11
12M-15	24.08	3,927.89	25.25	4,119.34	26.44	4,312.93	27.70	4,518.12	29.05	4,788.81	29.88	4,738.84	31.59	5,152.44	33.99	5,456.36	37.25	6,076.01	37.99	6,197.53
12M-17	25.25	4,118.39	26.44	4,312.41	27.70	4,518.35	29.05	4,788.08	30.46	4,967.75	31.32	5,109.64	33.12	5,402.42	36.65	5,815.33	38.07	6,372.97	39.85	6,500.43
12M-18	25.83	4,213.44	27.06	4,413.40	28.35	4,625.22	29.73	4,848.86	31.17	5,094.56	32.08	5,229.85	33.90	5,529.96	36.49	5,953.07	40.00	6,524.48	40.80	6,654.97
12M-19	26.44	4,312.41	27.70	4,518.35	29.05	4,738.08	30.45	4,967.75	31.90	5,203.34	32.81	5,352.31	34.70	5,659.66	37.35	6,093.14	40.94	6,678.56	41.78	6,812.13
12M-20	27.06	4,413.40	28.35	4,625.22	29.73	4,848.86	31.17	5,084.56	32.84	5,324.12	33.57	5,476.70	35.50	5,791.53	38.23	6,235.66	41.90	6,835.21	42.74	6,971.92
12M-21	27.70	4,518.35	29.05	4,738.08	30.45	4,967.75	31.90	5,203.42	33.45	5,456.74	34.41	5,613.31	36.39	5,936.35	39.18	6,391.85	42.96	7,007.24	43.82	7,147.39
12M-22	28.35	4,625.22	29.73	4,848.86	31.17	5,084.56	32.84	5,324.12	34.23	5,583.47	35.21	5,743.83	37.24	6,074.72	40.10	6,541.38	43.96	7,171.61	44.84	7,315.05
12M-23	29.05	4,738.08	30.45	4,967.75	31.90	5,203.34	33.45	5,456.74	35.04	5,716.12	36.05	5,880.46	38.13	6,218.56	41.06	6,697.80	45.02	7,343.67	45.92	7,490.55
12M-24	29.73	4,848.86	31.17	5,084.56	32.84	5,324.12	34.23	5,583.47	35.92	5,888.87	36.95	6,027.28	39.08	6,375.21	42.09	6,865.90	46.15	7,528.58	47.08	7,679.16
12M-25	30.45	4,967.75	31.90	5,203.34	33.45	5,456.74	35.04	5,716.12	36.73	5,981.30	37.79	6,163.80	39.97	6,520.03	43.05	7,022.30	47.21	7,700.61	48.15	7,864.63
12M-26	31.17	5,084.56	32.84	5,324.12	34.23	5,583.47	35.92	5,888.87	37.64	6,198.78	38.72	6,516.84	40.86	6,862.16	44.12	7,187.39	48.39	7,893.21	49.36	8,051.07
12M-27	32.66	5,328.20	34.23	5,583.01	35.86	5,848.58	37.58	6,130.15	39.39	6,424.76	40.52	6,810.37	42.87	7,333.44	46.18	7,533.44	50.65	8,262.86	51.87	8,428.12



RANGE	POSITION
10M-06	Food Service Worker
10M-10	Clerk - Elementary, PHS, PMS, Special Ed, DO
10M-11	Campus Supervisor - PHS
10M-12	Library Assistant - Elementary
10M-15	Attendance Secretary - Elementary, MHS, PHS, PMS, Special Ed
11M-17	Health Clerk
11M-21	District Information Technology Specialist I
11M-22	Administrative Assistant - Curriculum, Elementary, MHS, PHS, PMS, Special Ed, Counseling
11M-22	Database Specialist
12M-15	Personnel Attendance / Secretary
12M-15	Record Keeping Technician
12M-19	Administrative Assistant - District Office
12M-20	Accounts Payable Technician
12M-20	Payroll Technician I
12M-22	Payroll Technician II
12M-22	Facilities
12M-22	Administrative Assistant - Adult Ed, District Office, Special Education
12M-23	District Information Technology Specialist II
12M-23	Accountant
12M-23	H1 Bond Accountant
12M-24	District Data Coordinator
12M-27	Network Information Technology Technician

**CSEA EMPLOYEE SALARY SCHEDULE  
40 HOURS PER WEEK, 8 HOURS PER DAY  
2022-23**

Increase of 7.50% from 2021-22 Schedule

174.0

Hourly Rate = Monthly Base/Standard Monthly Hours  
Standard Monthly Hours = Total Days\*Hours-per-day/12

STEPS RANGE	B		C		D		E		F		G		H		I		J		K	
	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY
M12	21.07	3,986.17	22.07	3,840.59	23.12	4,023.63	24.21	4,213.13	25.36	4,413.40	26.08	4,538.68	27.57	4,787.12	29.66	5,181.83	32.49	5,663.92	33.14	5,786.99
M13	21.55	3,750.15	22.58	3,928.89	23.67	4,118.38	24.78	4,312.18	25.97	4,518.90	26.71	4,647.33	28.23	4,912.32	30.38	5,286.04	33.28	5,790.76	33.95	5,906.58
M14	22.07	3,840.59	23.12	4,023.63	24.21	4,213.13	25.36	4,413.40	26.58	4,624.42	27.33	4,756.02	28.89	5,027.54	31.09	5,410.48	34.07	5,927.64	34.75	6,048.19
M15	22.58	3,928.89	23.67	4,118.38	24.78	4,312.18	25.97	4,518.90	27.23	4,738.57	28.01	4,873.58	29.61	5,152.17	31.87	5,545.07	34.92	6,075.89	35.62	6,197.21
M16	23.12	4,023.63	24.21	4,213.13	25.36	4,413.40	26.58	4,624.42	27.86	4,848.39	28.66	4,986.70	30.30	5,272.08	32.61	5,674.57	35.74	6,218.14	36.45	6,342.51
M17	23.67	4,118.38	24.78	4,312.18	25.97	4,518.90	27.23	4,738.57	28.54	4,966.82	29.36	5,108.69	31.04	5,401.41	33.42	5,814.24	36.62	6,371.77	37.35	6,489.20
M18	24.21	4,213.13	25.36	4,413.40	26.58	4,624.42	27.86	4,848.39	29.23	5,085.25	30.06	5,230.67	31.79	5,530.71	34.22	5,953.88	37.50	6,525.38	38.25	6,655.88
M19	24.78	4,312.18	25.97	4,518.90	27.23	4,738.57	28.54	4,966.82	29.91	5,203.70	30.76	5,352.87	32.53	5,660.05	35.02	6,093.58	38.39	6,679.02	38.15	6,812.60
M20	25.36	4,413.40	26.58	4,624.42	27.86	4,848.39	29.23	5,085.25	30.60	5,324.27	31.46	5,476.88	33.29	5,781.70	35.84	6,235.74	38.28	6,835.41	40.07	6,972.12
M21	25.97	4,518.90	27.23	4,738.57	28.54	4,966.82	29.91	5,203.70	31.37	5,457.79	32.27	5,614.38	34.12	5,937.49	36.74	6,393.18	40.28	7,008.80	41.08	7,148.77
M22	26.58	4,624.42	27.86	4,848.39	29.23	5,085.25	30.60	5,324.27	32.08	5,592.89	33.01	5,743.03	34.91	6,073.87	37.59	6,540.47	41.21	7,170.61	42.03	7,314.02
M23	27.23	4,738.57	28.54	4,966.82	29.91	5,203.70	31.37	5,457.79	32.85	5,716.21	33.80	5,880.86	35.75	6,219.68	38.49	6,697.91	42.21	7,343.90	43.05	7,490.67
M24	27.86	4,848.39	29.23	5,085.25	30.60	5,324.27	32.08	5,592.89	33.67	5,868.33	34.64	6,026.94	36.64	6,374.84	39.48	6,865.50	43.27	7,558.14	44.13	7,678.71
M25	28.54	4,966.82	29.91	5,203.70	31.37	5,457.79	32.85	5,716.21	34.44	5,991.84	35.43	6,164.45	37.47	6,520.62	40.36	7,022.93	44.26	7,701.31	46.15	7,855.34
M26	29.23	5,085.25	30.60	5,324.27	32.08	5,592.89	33.67	5,868.33	35.29	6,140.43	36.31	6,317.50	38.41	6,692.88	41.37	7,199.15	45.37	7,894.05	48.28	8,051.93

RANGE	POSITION
M12	Elementary Custodian, PMS/PHS/MHS Custodian
M13	Elementary Asst. Head Custodian, PMS/PHS/MHS Custodian
M15	Assistant Driver
M16	Elementary Head Custodian
M17	PMS Head Custodian
M18	PHS/MHS Head Custodian
M19	Groundkeeper/Gardener
M21	Lead Gardener
M26	Maintenance Technician

**CSEA - INSTRUCTIONAL PARAEUCATOR MONTHLY SALARY SCHEDULE**  
**30 HOURS PER WEEK, 6 HOURS PER DAY ELEM / 33.35 HOURS PER WEEK, 6.67 HOURS PER DAY SECONDARY**  
**2022-23**

7.50% Increase from 2021-22 Schedule  
 1,242.00 hours = 207 Days x 6 hrs per day  
 1,380.69 hours = 207 Days x 6.67 hrs per day

Years in District: 1 - 3

STEPS	B		C		D		E		F	
	Hrly	Monthly	Hrly	Monthly	Hrly	Monthly	Hrly	Monthly	Hrly	Monthly
Instructional Paraeducator	21.34	2,410.02	22.29	2,516.25	23.30	2,630.65	24.28	2,740.96	25.25	2,851.27
Elementary SPED Para I	21.78	2,459.05	22.76	2,569.36	23.75	2,681.04	24.71	2,789.99	25.69	2,900.30
Elementary SPED Para II	24.71	2,789.99	25.69	2,900.30	26.72	3,017.42	27.80	3,138.63	28.91	3,263.92
Library Media Tech 30Hrs	24.71	2,789.99	25.69	2,900.30	26.72	3,017.42	27.80	3,138.63	28.91	3,263.92
Assistive Technology	26.04	2,940.47	27.09	3,058.67	28.18	3,181.49	29.31	3,309.91	30.49	3,442.66
Secondary SPED Para I*	21.55	2,704.65	22.53	2,827.28	23.51	2,951.43	24.48	3,072.55	25.46	3,195.18
Secondary SPED Para II*	24.48	3,072.55	25.46	3,195.18	26.49	3,325.38	27.57	3,460.12	28.68	3,599.41
Library Media Tech *	24.48	3,072.55	25.46	3,195.18	26.49	3,325.38	27.57	3,460.12	28.68	3,599.41
Assistive Technology *	25.81	3,239.84	26.86	3,371.23	27.95	3,507.77	29.08	3,650.53	30.26	3,798.10

1,266.00 hours = 211 Days x 6 hrs per day  
 1,407.37 hours = 211 Days x 6.67 hrs per day

Years in District: 4 - 9

STEPS	E		F		G - (Yrs 6-9)	
	Hrly	Monthly	Hrly	Monthly	Hrly	Monthly
Instructional Paraeducator	24.23	2,788.91	25.21	2,901.35	25.90	2,980.60
Elementary SPED Para I	24.67	2,838.88	25.64	2,951.33	26.35	3,032.08
Elementary SPED Para II	27.75	3,194.26	28.86	3,321.98	29.66	3,413.85
Library Media Tech 30Hrs	27.75	3,194.26	28.86	3,321.98	29.66	3,413.85
Assistive Technology	29.27	3,368.85	30.45	3,504.17	31.29	3,601.50
Secondary SPED Para I*	24.44	3,126.90	25.42	3,251.90	26.12	3,341.67
Secondary SPED Para II*	27.53	3,521.97	28.64	3,663.94	29.44	3,766.07
Library Media Tech *	27.53	3,521.97	28.64	3,663.94	29.44	3,766.07
Assistive Technology *	29.04	3,716.05	30.22	3,866.48	31.07	3,974.68

1,278.00 hours = 213 Days x 6 hrs per day  
 1,420.71 hours = 213 Days x 6.67 hrs per day

Years in District: 11-13  
 1,290.00 hours = 215 Days x 6 hrs per day  
 1,434.05 hours = 215 Days x 6.67 hrs per day

Years in District: 10

STEPS	H - (10-14 Yrs)	
	Hrly	Monthly
Instructional Paraeducator	27.30	3,171.47
Elementary SPED Para I	27.77	3,226.56
Elementary SPED Para II	31.29	3,635.11
Library Media Tech 30 Hrs	31.29	3,635.11
Assistive Technology	33.02	3,835.92
Secondary SPED Para I*	27.55	3,557.87
Secondary SPED Para II*	31.06	4,012.04
Library Media Tech *	31.06	4,012.04
Assistive Technology *	32.79	4,235.28

Years in District: 11-13

STEPS	H - (10-14 Yrs)	
	Hrly	Monthly
Instructional Paraeducator	27.28	3,198.81
Elementary SPED Para I	27.75	3,254.42
Elementary SPED Para II	31.27	3,666.80
Library Media Tech 30 Hrs	31.27	3,666.80
Assistive Technology	33.00	3,869.50
Secondary SPED Para I*	27.53	3,588.84
Secondary SPED Para II*	31.04	4,047.27
Library Media Tech *	31.04	4,047.27
Assistive Technology *	32.77	4,272.61

1,296.00 hours = 216 Days x 6 hrs per day  
 1,440.72 hours = 216 Days x 6.67 hrs per day

Years in District: 14 & up

STEPS	H - (10-14 Yrs)		I - (15-19 Yrs)		J - (20+ Yrs)		K - (25+ Yrs)	
	Hrly	Monthly	Hrly	Monthly	Hrly	Monthly	Hrly	Monthly
Instructional Paraeducator	27.27	3,212.48	29.27	3,448.57	31.98	3,767.42	32.62	3,842.77
Elementary SPED Para I	27.74	3,268.34	29.78	3,508.90	32.54	3,833.78	33.19	3,910.45
Elementary SPED Para II	31.26	3,682.65	33.58	3,956.33	36.72	4,325.94	37.45	4,412.46
Library Media Tech 30 Hrs	31.26	3,682.65	33.58	3,956.33	36.72	4,325.94	37.45	4,412.46
Assistive Technology	32.99	3,886.29	35.45	4,176.26	38.77	4,567.86	39.55	4,659.21
Secondary SPED Para I*	27.52	3,604.32	29.56	3,871.74	32.32	4,232.89	32.96	4,317.55
Secondary SPED Para II*	31.04	4,064.89	33.36	4,369.13	36.50	4,780.01	37.23	4,875.62
Library Media Tech *	31.04	4,064.89	33.36	4,369.13	36.50	4,780.01	37.23	4,875.62
Assistive Technology *	32.76	4,291.27	35.23	4,613.62	38.55	5,048.95	39.32	5,149.92

(Hourly rates are rounded)  
 Hourly = Monthly \* # Hours / 11

**PIEDMONT UNIFIED SCHOOL DISTRICT  
Occupational Therapists' Salary Schedule  
185 WORK DAYS  
2022-23**

7.50% Increase over 2021-22

<b>Occupational Therapist</b>			
	<b>Annual Salary</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>
<b>STEP</b>	<b>COLUMN F</b>	<b>185 Days</b>	<b>7.5 Hours</b>
1	75,203	406.50	54.20
2	75,203	406.50	54.20
3	75,203	406.50	54.20
4	75,203	406.50	54.20
5	75,203	406.50	54.20
6	77,993	421.58	56.21
7	80,787	436.69	58.23
8	83,580	451.79	60.24
9	86,384	466.94	62.26
10	89,184	482.07	64.28
11	91,978	497.18	66.29
12	94,770	512.27	68.30
14	97,400	526.49	70.20
16	100,032	540.71	72.09
18	102,663	554.94	73.99
20	105,297	569.17	75.89
22	107,927	583.39	77.79
24	110,563	597.64	79.68
25	113,199	611.89	81.58

**PIEDMONT UNIFIED SCHOOL DISTRICT**

**Piedmont, California 94611**

**APPENDIX E**

**CLASSIFIED EMPLOYEES**

**Request for Reclassification**

As part of the contract between the California School Employees Association (CSEA) Piedmont Chapter #60 and the Piedmont Unified School District (District), have established a Reclassification Committee (Committee) for the purpose of evaluating petitions for reclassifications. The recommendation of this Committee shall be advisory to the Negotiations Committee and, if agreed upon, will be implemented as per the next year's salary article of the ratified contract. In subsequent years, evaluations will occur annually in January with reclassifications implemented as per the negotiated contract.

Requests for Reclassification must be submitted to Personnel no later than 4:00pm on the last working day in November in order to be considered by the Reclassification Committee. All applications will be reviewed in January with a final decision and findings communicated in writing to the Petitioning Member and the Negotiations Committee no later than the end of February.

**RECLASSIFICATION PROCESS**

Reclassification occurs when an employee's current job description no longer matches the assigned duties, responsibilities, and job specifications stated.

An employee needs to look for qualitative changes, not quantitative changes, in their job duties. In other words, a heavier workload resulting from reduction of staff with the same title does not qualify for reclassification, however, adding new types of skilled tasks to the workload does.

Reclassification is not based on an employee's job performance, an increase in work, or on a comparison to the work that other employees perform.

Reclassification cannot be considered as a reward but can be a newly created position.

Restructuring of a department may be cause for reclassification.

Some areas to focus on are:

- The level of written and verbal communication skills required
- Whether significant changes have occurred in the position
- The complexity of work
- The level of difficulty of analytical tasks
- The variety of responsibilities
- Specific knowledge of a matter or technical expertise and skills

### **CRITERIA FOR RECLASSIFICATION**

Reclassification is a change in range for any of the following reasons:

- a. New job duties are added to the job description over an extended period of time. This results in the duties of the job fitting more appropriately with those of a higher classification.
- b. The job classification is out of line with similar job classifications in other districts.
- c. An extraordinary need for change has been identified such as shortage of applicants, excessive turnover, or unique skills required.

### **PRESENTATION TO COMMITTEE**

All reclassification requests shall be reviewed by the Reclassification Committee. Those candidates who meet at least one of the criteria above, and who have submitted their applications by the November deadline, will present their case before the Reclassification Committee in January. Candidates will be released from work for their appointed time. Neither the District nor the Union will present a candidate's case. It is the candidate's responsibility to present their own case. Each person will be allowed sufficient presentation time to state their case. Candidates may use both oral and written documentation.

### **COMPOSITION OF RECLASSIFICATION COMMITTEE**

This Committee will be composed of two (2) CSEA appointees; two (2) Administrators, one of which will be an Assistant Superintendent; and a fifth appointee agreed upon by the other four members of the

committee. The first year the committee forms, one (1) CSEA member and (1) Administrator will serve a one-year term and the other member will serve a two year term. Each succeeding member will be appointed for a two-year term. The fifth appointee will change each year. The Chair of the committee will be determined by its members.

## **PROCESS**

Beginning in 2008, the Personnel Department will have Reclassification Questionnaires available for all classified personnel by November 1.

In January, the Reclassification Committee will interview each employee who requests consideration for reclassification and who is determined to meet at least one of the criteria listed above. The Committee may also interview the employee's supervisor if deemed necessary.

The recommendation of the Reclassification Committee shall be advisory to the Negotiations Committee. Approved reclassifications will be implemented as per the negotiated contract. The Reclassification Committee will convene yearly to review new reclassification requests.

Upon completion of the reviews, the chair of the Reclassification Committee will notify each employee of the recommendations of the Committee, along with the reasons supporting the recommendations.

Employees who are not satisfied with the Reclassification Committee's recommendation may appeal the recommendation to the Superintendent. This appeal is to take place in writing within ten (10) working days following receipt of the Reclassification Committee's recommendation. The Superintendent shall issue a decision in writing to the Petitioning Member within ten (10) working days following receipt of the appeal.

## **IMPLEMENTATION**

Upon reclassification upward of a position or class of positions, the position(s) shall be assigned a range of at least one range higher than the former range. Employee's current step and/or longevity placement will be retained on the new range. Reclassification shall not change an employee's anniversary date.

## **LIST OF COMPARABLE SCHOOL DISTRICTS**

Alameda Unified



Albany Unified

Berkeley Unified

Castro Valley Unified

Dublin Unified

Palo Alto Unified

Pleasanton Unified

San Leandro Unified

San Ramon Unified

Lafayette Elementary

Saratoga Union Elementary

Acalanes High School

Los Gatos-Saratoga High School District

**PIEDMONT UNIFIED SCHOOL DISTRICT**

**Piedmont, California 94611**

**Reclassification:  
Classified Employee Questionnaire**

When completing this questionnaire, please be sure to list only tasks that do not appear in your current job description.

If applying for reclassification based on comparability, be sure to include comparable district job title(s), job description(s), salary, benefits, longevity, and hours/week for like 1.0 FTE (full-time equivalent). See *Request for Reclassification* document for a list of comparable schools.

**Tasks**

<b>Task</b>	<b>Hrs/Wk</b>	<b>Consequences of Actions</b>
Split your job into 6-15 specific tasks. Describe each task in as much detail as possible. Be sure to include supervisory duties where applicable (e.g., planning and scheduling work, assigning and reviewing tasks, etc.).	Average number of hours per week spent on performing task	For each task, use the scale below to indicate the probable consequence of performing the task incorrectly. (1) No consequence to District (2) Minor – Errors could easily be detected in the normal course of work and would require a small expenditure of time to correct (3) Moderate – Errors may involve more than one department location, but can usually be detected or corrected within a reasonable amount of time (4) Serious – Errors involve more than one department or location and may be hard to detect and difficult to correct

In addition, please answer the following questions for each task:

**A. Tools, Equipment, Materials, etc.**

For each task listed in Part A, list the tools, equipment, materials, etc., used in the performance each task (e.g., truck, typewriter, copier, hand tools, etc.).

**B. Persons Contacted / Method of Contact**

Persons Contacted - For each task listed in Part A, indicate who you contact when performing the task. The person(s) contacted may be inside or outside the District.

Method Used for Contact - For each contact, describe the method of contact (e.g., phone, email, memo, in person, etc.)

**C. Skills, Knowledge and Abilities**

For each task, list the skills, knowledge, and abilities required to perform the task (e.g., knowledge software, driving skills, ability to deal with the public, speaking skills, knowledge of automobile maintenance, etc.)

**Name:**

**Job Title:**

**Job Description:**

Task #1	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

Task #2	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

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Task #3	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

Task #4	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

Task #5	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

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Task #6	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

**Experience**

The remaining questions refer to your entire job and not specifically to the tasks described in Part A.

**NUMBER OF PEOPLE SUPERVISED**

Use the scale below to indicate the number of people you supervise. Circle the number which most nearly applies.

- 1. Supervise no one
- 2. Supervise 1 person
- 3. Supervise 2 persons
- 4. Supervise 3+ persons

**EDUCATION**

Use the scale below to indicate the minimum amount of formal education you believe is necessary to perform the duties and responsibilities of the job. Disregard your own qualifications and consider only the job. Circle the most applicable number.

- 1. High School diploma
- 2. Some years in college
- 3. College degree

4. Graduate degree

#### **EXPERIENCE**

Use the scale below to indicate the minimum amount of the job-related experience necessary for you to perform the duties and responsibilities of the job. Disregard your own qualifications and consider only the job. Circle the most applicable number.

1. No prior experience necessary
2. 1 to 6 months prior experience
3. 7 months to one year prior experience
4. 1 to 2 years prior experience
5. 3 to 4 years prior experience
6. 5 or more years prior experience

#### **Departmental Organization**

In the space below, fill in the organization chart of your department as it exists to the best of your knowledge. Be sure to identify your immediate supervisor's position and positions of all those who work for you.

<b>Superintendent</b>
-----------------------

**Additional Qualifications**

**EXTRAS**

Describe any special training, degrees, licenses, certificates, etc., you feel are required to perform your job.

**OTHER**

Describe anything else of significance which is important to the position and not covered in this questionnaire (e.g., special assignments, committees, and/or outside organizations required by the job).

**Signature**

- Employee:**
1. Review the questionnaire and be sure you have completed all questions.
  2. Sign and date the questionnaire in the space provided below.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PERFORMANCE EVALUATION

### PIEDMONT UNIFIED SCHOOL DISTRICT

<b>CLASSIFIED PERFORMANCE EVALUATION</b>
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Name \_\_\_\_\_ Evaluation Period \_\_\_\_\_ Thru \_\_\_\_\_  
 Date of \_\_\_\_\_  
 Classification: \_\_\_\_\_ Evaluation \_\_\_\_\_  
 School/Dept. \_\_\_\_\_ Evaluation Type: Interim \_\_\_ Probationary \_\_\_ Permanent \_\_\_

<b>EVALUATION CHECKLIST*</b>	Unsatisfactory	Needs to Improve	Satisfactory	Exceeds Standard	Not Observed
<i>Check only those factors which relate to the position</i>					
<b>Work Habits</b>					
Attends regularly and is dependable					
Follows school policies/routines					
Complies with school regulations					
Follows instructions					
Accepts assignments willingly					
<b>Work Performance</b>					
Aware of student needs and finds opportunities to assist					
Makes necessary preparations for carrying out assigned duties					
Carries out assigned duties					
Works well without requiring immediate supervision					
<b>Adaptability &amp; Initiative</b>					
Willingly changes to meet different circumstances					
Is receptive to suggestion and assistance from teachers					
Is able to handle emergencies					
<b>Relationships with People</b>					
Respects the rights, feelings, and opinions of others					
Uses discretion in discussing all school matters					
Knows when/how to refer problems to administrators					
Relates well with children					
Responds to staff development/ training/ suggestions					

Agreed upon methods for improvement to be undertaken during evaluation period as specified:

  
  
  
 Check box to attach additional information

For Probationary Employees Only:

Evaluator:  I do  I do not recommend

this employee be granted permanent status

Employee's comments:

  
  
  
 Check box to attach additional information

\*Any rating below Satisfactory requires comments by the evaluator and methods for improvement.

Employee \_\_\_\_\_ Date \_\_\_\_\_

This signature indicates that the employee has seen and discussed this evaluation with the evaluator. It does not necessarily indicate complete agreement with all factors of the evaluation.

Evaluator \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_



## Contract Updates:

Memorandum of Understanding – Corona Virus Response – April 13, 2020

Side Letter of Understanding - Measure H Retention Funds – July 7, 2020

Side Letter of Understanding – Measure H Parcel Tax: CSEA Reserve Fund – July 7, 2020

Side Letter of Understanding – Professional Learning, Collaboration, and Planning Compensatory Leave Time – July 7, 2020

Side Letter of Understanding – Covid-19: Legal and Other Holidays – July 7, 2020

Side Letter of Understanding – Covid-19 Retirement – July 7, 2020

Memorandum of Understanding – School Reopening 2020-21 – August 26, 2020

Memorandum of Understanding – Addendum to In-Person/Hybrid MOU – February 24, 2021

Side Letter of Understanding – Measure H 2020-21 – May 26, 2021

Tentative Agreement – 2021-22 CBA Negotiations – June 23, 2021

Memorandum of Understanding – Coronavirus, Covid-19 and School Reopening – October 13, 2021

Side Letter of Understanding – Juneteenth Holiday – November 10, 2021

Tentative Agreement – December 8, 2021

Tentative Agreement – March 2, 2022

Side Letter of Understanding – June 22, 2022

Tentative Agreement – November 28, 2022

Tentative Agreement - October 25, 2023