

AGREEMENT BETWEEN



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER # 306

AND



BARSTOW UNIFIED SCHOOL DISTRICT

2022-2025

TABLE OF CONTENTS

1. ARTICLE 1 - Recognition
2. ARTICLE 2 - Non-Discrimination
3. ARTICLE 3 - Organizational Security
 - 3.1 Dues Deduction
 - 3.2 Membership Information
 - 3.3 Hold Harmless Provision
4. ARTICLE 4 - District Rights
5. ARTICLE 5 - Employee Rights
 - 5.1 Personnel Files
6. ARTICLE 6 - Classified Employee Evaluations
7. ARTICLE 7 - Organizational Rights
 - 7.1 Association Rights
 - 7.2 Distribution of Contract
8. ARTICLE 8 - Hours and Overtime
 - 8.1 Workweek
 - 8.2 Workday
 - 8.3 Work Year
 - 8.4 Adjustment of Assigned Time
 - 8.5 Increase in Hours
 - 8.6 Lunch Periods
 - 8.7 Rest Periods
 - 8.8 Rest Facilities
 - 8.9 Overtime
 - 8.10 Shift Differential - Compensation
 - 8.11 Compensatory Time Off
 - 8.12 Standby Time
 - 8.13 Call Back Time
 - 8.14 Hours Worked
 - 8.15 Right of Refusal
 - 8.16 Distribution of Overtime/Call Back Time
9. ARTICLE 9 - Pay and Allowances
 - 9.1 Regular Rate of Pay
 - 9.2 Paychecks
 - 9.3 Frequency - Once Monthly
 - 9.4 Payroll Errors
 - 9.5 Special Payments
 - 9.6 Lost Checks
 - 9.7 Pay Increases
 - 9.8 Promotion
 - 9.9 Voluntary Demotion
 - 9.10 Mileage
 - 9.11 Longevity
 - 9.12 Paid Status
10. ARTICLE 10 - Employee Expenses and Materials
 - 10.1 Uniforms
 - 10.2 District Liability Insurance
 - 10.3 Tools
 - 10.4 Safety Equipment

- 11. ARTICLE 11 - Rights of Bargaining Unit Upon Change in School Districts
- 12. ARTICLE 12 - Health and Welfare Benefits
 - 12.1 Employee Medical Insurance Coverage
 - 12.2 Employee Life Insurance Coverage
 - 12.3 Long-Term Disability Insurance
 - 12.4 Tuberculosis Test
 - 12.5 Physical and Tuberculosis Clearance
 - 12.6 State Disability Insurance
 - 12.7 Early Retirement Program
- 13. ARTICLE 13 - Holidays
 - 13.1 Scheduled Holidays
 - 13.2 Additional Holidays
 - 13.3 Holiday on Saturday or Sunday
 - 13.4 Holiday Eligibility
- 14. ARTICLE 14 - Vacation Plan
 - 14.1 Eligibility
 - 14.2 Paid Vacation
 - 14.3 Accumulation
 - 14.4 Vacation Pay
 - 14.5 Vacation Pay Upon Termination
 - 14.6 Vacation Postponement
 - 14.7 Holidays
 - 14.8 Vacation Request
 - 14.9 Vacation Scheduling
 - 14.10 Interruption of Vacation
 - 14.11 Notice of Accrued Vacation Leave
- 15. ARTICLE 15 - Leaves
 - 15.1 Definition of Immediate Family
 - 15.2 Bereavement Leave
 - 15.3 Judicial Leave
 - 15.4 Personal Illness Leave
 - 15.5 Industrial Accident, Illness Leave and Transitional Return-to-Work Program
 - 15.6 Personal Necessity Leave
 - 15.7 Personal Business Leave
 - 15.8 Unpaid Leaves
 - 15.9 Catastrophic Leave
- 16. ARTICLE 16 - Grievance Procedure
 - 16.1 Definitions
 - 16.2 Judgment Level
 - 16.3 Informal Level
 - 16.4 Formal Level
 - 16.5 Grievance Representation
 - 16.6 Separate Grievance File
- 17. ARTICLE 17 - Disciplinary Action and Appeal
 - 17.1 Causes for Suspension or Dismissal
 - 17.2 Right to representation
 - 17.3 Procedure for Disciplinary Action
 - 17.4 Appeal

18. ARTICLE 18 - Procedure for Layoff and Re-employment
 - 18.1 Reason for Layoff
 - 18.2 Notice
 - 18.3 Seniority
 - 18.3.1 Bumping
 - 18.4 Re-employment
 - 18.5 Prior to intent to layoff - Association notice
 - 18.6 Rights of Employees Laid Off for Lack of Work or Funds
19. ARTICLE 19 – Vacancies and Transfers
 - 19.1 Vacancy Notification
 - 19.2 Voluntary Transfers
 - 19.3 Medical Transfers
 - 19.4 Involuntary Transfers
20. ARTICLE 20 - Working Conditions
21. ARTICLE 21 - Safety
22. ARTICLE 22 - Severability
23. ARTICLE 23 - Negotiation Procedures
 - 23.1 Notification and Public Notice
 - 23.2 Commencement of Negotiations
 - 23.3 Impasse
 - 23.4 Ratification of Addition or Changes
24. ARTICLE 24 - Support of Agreement
25. ARTICLE 25 - Maintenance of Standards
26. ARTICLE 26 - Professional Growth
 - 26.1 Purpose
 - 26.2 Funding
 - 26.3 Professional Growth Committee
 - 26.4 Authority and Responsibility of the Professional Growth Committee
 - 26.5 Application, Career Plan, and Continued Eligibility
27. ARTICLE 27 - Completion of Meet and Negotiation
 - 27.1 Waiver of Obligation to Meet and Negotiate
 - 27.2 Negotiation Re-openers, 2023-2024
 - 27.3 Negotiation Re-openers, 2024-2025
 - 27.4 Agreement Full Force and Effect
28. ARTICLE 28 - Duration
29. ARTICLE 29 – Position Classification Plan
 - 29.1 The Classified Service
 - 29.1.1 Positions Included
 - 29.1.2 Limited Term Positions and Employees
 - 29.2 General Classification Rules
 - 29.2.1 Nature of the Classification Plan
 - 29.2.2 Class Specifications
 - 29.2.3 Classification of New Positions
 - 29.2.4 Changes in the Duties of Positions
 - 29.2.5 Temporary Assignment of Other Duties
 - 29.3 Reclassification
 - 29.3.1 Reclassification of a position may be warranted
 - 29.3.2 Reclassification review Committee
 - 29.3.3 Conflict of Interest
 - 29.3.4 Timelines

- 29.3.5 Procedures
- 30. ARTICLE 30 - Application and Examination
 - 30.1 Purpose and Character of Examination
 - 30.1.1 Promotional Examination
 - 30.1.2 When Held
 - 30.1.3 Who May Compete
 - 30.1.4 Notice to Qualified Applicants as to Examination Time
 - 30.1.5 Character of Examinations
 - 30.1.6 Examination Procedures
 - 30.1.7 Late Test Administration
 - 30.1.8 Examination Weighting
 - 30.1.9 Passing Score
 - 30.1.10 Notice of Final Scores
- 31. ARTICLE 31 - Employment Lists
 - 31.1 Eligibility List
 - 31.1.1 Reemployment from Layoff Lists
 - 31.1.2 Termination of Eligibility Lists
 - 31.1.3 Consolidation of Eligibility Lists
 - 31.1.4 Eligibility After Appointment
 - 31.1.5 Removal of Names From Eligibility Lists
 - Certification for Employments Lists
 - 31.2.1 Order of Precedence
 - 31.2.2 Waivers of Certification
 - 31.2.3 Certification From a List for Another Class
 - 31.2.4 Duties of Eligibles
 - 31.3 Summer and Other Recess Period Appointments
- 32. ARTICLE 32 – Child Nutrition Services Training

ATTACHMENTS

1. Classified Bargaining Salary Schedule
2. Health and Welfare
3. Index of Classifications
4. Evaluation Form A
5. Evaluation Form A – Paraeducator
6. Evolution Form B
7. Professional Growth Program
8. Leave Request Form
9. Leave of Absence Request Form
10. Catastrophic Leave- Employee Requesting Donation
11. Catastrophic Leave- Irrevocable Deposit Form
12. Formal Grievance Coversheet

CSEA AGREEMENT

This Agreement is made and entered into this 2nd day of June, 2023, by and between Barstow Unified School District, hereinafter referred to as the District, and the California School Employees Association and its local Chapter #306, hereinafter referred to as CSEA.

ARTICLE 1 - RECOGNITION

The District recognizes CSEA as the exclusive bargaining representative for all classified employees except Noon Supervisors, Crossing guards, Management, Supervisory, Confidential and Certificated employees.

ARTICLE 2 - NON-DISCRIMINATION

- 2.1 The District and CSEA shall not illegally discriminate with respect to the implementation of this Agreement against any employee on the basis of race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age as interpreted in State and Federal law, membership as an employee organization or participation in the lawful activities of an employee organization, or refusing to be a member of an employee organization, or refusing to participate in the lawful activities of the employee organization.
- 2.2 This Article is not subject to the grievance procedure.

ARTICLE 3 - ORGANIZATIONAL SECURITY

3.1 Dues Deduction

The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

The District's managers, supervisors and confidential employees shall refer all questions regarding the decision to belong to an employee organization or participating in its activities to appropriate CSEA leadership. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission. There shall be no charge by the employer to CSEA for regular membership dues deductions.

3.2 Membership Information

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.

The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership.

3.3 Hold Harmless Provision

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

CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 4 - DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retain all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine the method of raising revenue; contract out work, which may lawfully be contracted for, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoptions of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 Personnel Files

- (1) The personnel file of each employee shall be maintained at the District's central administration office, and will not leave the premises except as follows:
- (A) Legal action is being taken by the administration and the file is required by the District's legal representative; and
 - (B) A log of the release of any personnel file for the above reason shall be maintained in the District Office. Unit members may have access to this file.

Materials in personnel files of employees, which serve as a basis for affecting the status of their employment, are to be made available for the inspection and

signature of the person involved. Such material is not to include rating, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

- (2) Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall be given an opportunity to prepare a written response. The written response shall be attached to the material.
- (3) An employee's inspection of this file shall take place during normal business hours maintained by the District Office which may include the normal duty hours of the employee.

An employee may arrange for such inspection during their normal duty hours by obtaining permission from their immediate supervisor to be absent from duty without loss of pay for a specified period of time provided proper arrangements have been made with the District Office.

- (4) All personnel files shall be kept in confidence and shall be available for inspection only to the employee or their authorized designee. Only those authorized employees of the District are permitted to review the files as it relates to the administration and supervision of the employee.
- (5) All derogatory materials shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of four (4) years except official legal documents and formal permanent evaluations.

ARTICLE 6 - CLASSIFIED EMPLOYEE EVALUATIONS

- 6.1 The evaluator shall be the unit member's immediate supervisor who is not part of a bargaining unit, or next higher management level employee who is so designated by District management. Evaluations shall be made on the basis of first-hand knowledge.
- 6.2 Newly hired Classified employees shall have a six (6) calendar month probationary period. Promoted Classified employees shall have a six (6) calendar month probationary period. New probationary and permanent promotional probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service. Permanent employees shall be evaluated at least once a year.
- 6.3 All written evaluations shall be prepared, presented and discussed with the employee. The employee will be provided a copy of the evaluation and be provided with an opportunity to sign and make a written statement, which shall be attached to and made a part of the evaluation. The below listed forms will be used in the evaluation process:

Form AP:	Paraeducator evaluation
Form A:	All other classified employee evaluation
Form B:	For "Below Work Performance Standards" in the evaluation
BUSD Definitions:	Definitions of terms used in the evaluation process

- 6.4 Any negative evaluation shall include written specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. Form B will be used.

ARTICLE 7 - ORGANIZATIONAL RIGHTS

7.1 Association Rights

The Association shall have the following rights:

- (1) Authorized representatives of the Association shall have the right of access at reasonable times to classified employees subject to reasonable District regulations.
- (2) The right to use without charge institutional bulletin boards, mailboxes, District email, and the use of the school mail system, the use of District phone excluding toll calls charged to the District.
- (3) The right to use without charge institutional facilities and buildings at reasonable times. Use of facilities request form must be on file.
- (4) The right to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this Agreement and annually on January 1, thereafter. The roster shall consist of seniority by classification.
- (5) The Association shall have the right upon request to a copy of any budget materials submitted to the Governing Board.
- (6) The District shall grant a total of ten (10) days to be utilized by the organization to attend workshops, conferences, and chapter activities. In addition, release time will be granted for authorized delegates to attend the annual state conference. Days granted to the organization under these regulations are not accruable from year to year. The CSEA president shall notify the immediate supervisor three (3) days in advance and indicate what authorized representative will be using the leave.
- (7) Authorized representatives of CSEA Barstow 306 shall have the right to be present at any and all disciplinary proceedings without loss of pay.

7.2 Distribution of Contract

Forty-five (45) days after contract is agreed to, the District will provide a copy for every classified employee, and the District will bear the cost of the production of the contract. The association agrees to distribute the contract to the members of the unit.

- 7.3 All newly hired bargaining unit members shall receive an orientation from the district. All newly hired employees within 30 days of their date of hire, shall receive from the district a "New Employee Packet" which includes a copy of this agreement, an insurance information booklet, the Bargaining Unit Member's job description, a Personnel Action

Form (PAF), and a CSEA membership packet. A CSEA representative may attend to provide written information.

ARTICLE 8 - HOURS AND OVERTIME

Effective June 30, 2024, work days will be changed as follows:

- **All 233, 238.5 workday employees shall be made 240 workday employees**
- **All 195, 222, 228 workday employees shall be made 230 workday employees**
- **All 185, 210, 212 workday employees shall be made 215 workday employees**
- **All 168 workday employees shall be made 177 workday employees**
- **All workday calendar totals will include workdays, applicable holidays, and vacation.**

8.1 Workweek

The workweek shall consist of five (5) consecutive days, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

8.2 Workday

The length of the workday, exclusive of lunch, shall be designated by the District for each classified employee's assignment. Each employee shall be assigned a fixed, regular number of hours and shall be issued an assignment notice on an annual basis (July 1, August 1, September 1) and upon any change in employment status. Such notice shall bear all pertinent information relative to the employee's assignment.

8.3 Work Year

The work year calendars will consist of the following five (5) categories. All workday counts include applicable holidays and vacation.

260 work days per year: Delivery Driver (Purchasing & Warehouse)/ District Office staff; and Information Technology staff; Nutrition Services Support Technician; Instructional Media Center Technician; Facilities, Maintenance, and Operation (all staff except Save the Children custodian); Office Assistance (Pupil Services) Pupil Services Technician; School Administrative Assistant (BHS)

240 work days per year: Registrar-CEC; Secretary-BHS; Administrative Assistant-School (BJHS, CHS, STEM, BIS & Elementary), Guidance Office Support Technician (BHS); Senior Office Assistant-BHS (Guidance Office)

230 work days per year: Secretary (BJHS); Senior Office Assistant (BHS-Attendance, BJHS, BIS, Adult Education, BDA); School Accounting Technician (BHS); Library/Media Technician (BHS, BJHS); Library/Media Assistant (BHS, BJHS, STEM); Office Assistant (Elementary, BJHS, STEM, CHS, Pupil Services); Translator/Interpreter – Spanish – English, Health Assistants (All), Delivery Driver (Nutrition Services), Custodian (Nutritional Services); Licensed Vocational Nurse

215 work days per year: Library/Media Assistant (Elementary); Nutrition Services Workers (All); Office Assistant (Nutrition Services); Career Technical Education Specialist (BHS); Career Center Technician (BHS); Campus Safety Assistants (All); Paraeducators (All except 4K); Computer Lab Assistants (All); Custodian (Save The Children); School Site Sped 504 Liaison (Bilingual/Non-Bilingual)

177 work days per year: Paraeducators (4K).

In years with more than 260 workdays, the employees in that category will be scheduled days off without using leave for the number of days over 260.

During the month of June of each school year, each employee will be given their start and end date for the coming school year. Classified employee assignments shall indicate the number of workdays which constitute the assignment's work year. BUSD will get the approval of the CSEA officers in writing on the start and end dates prior to the employees receiving written notification.

Winter and Spring student recess periods shall be considered an employee recess period for 177, 215, 230, and 240 workday employees. These employees shall use earned vacation days, one during each day of the Winter and Spring recess periods. If these employees do not accrue enough vacation hours within the year they may utilize other available leave or comp time. Any exception to this provision shall be mutually agreed upon by the employee and their immediate supervisor, with prior written approval.

If a classified employee has earned vacation days in excess of the number of days equal to the total days during Winter and Spring recess periods, those employees will work with their respective site supervisor as to when the employee will use the excess days.

8.4 Adjustment of Assigned Time

Any employee in the bargaining unit who works thirty (30) minutes or more per day in excess of their regular assigned hours for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

8.5 Increase in Hours

When additional hours are assigned to a position of four (4) hours or more on a regular basis, the assignment shall be offered to all employees in the appropriate class for voluntary transfer. If the supervisor does not select the senior person, upon request, the supervisor will provide in writing the reason for non-selection. Selection shall be based on the following: (1) Qualification for position, (2) Previous performance, and (3) Legitimate personnel needs of the District.

When additional minutes/hours are assigned to a position of less than four (4) on a regular basis, and the position remains less than four (4) hours after the additional time is added, the assignment shall remain with the incumbent.

Hours/minutes taken away from a position shall continue to follow Article 18 – Procedure for Layoff and Re-employment of the contract between CSEA, Chapter 306 and Barstow Unified School District.

8.6 Lunch Periods

All employees covered by this agreement who work more than six hours shall be entitled to an uninterrupted, unpaid lunch period. The length of time for lunch shall be no longer than one (1) hour nor less than thirty (30) minutes and shall be scheduled at or about the midpoint of each work shift. With the approval of the supervisor, four (4) hour through and including, six (6) hour employees may take an uninterrupted, unpaid lunch period when their work schedule is such that the employee is on duty through the normal eating period. Length of lunch is determined by workday hours as set forth by supervising authority.

8.7 Rest Periods

Classified employees are allowed one (1) rest period not to exceed fifteen (15) minutes each four hours of assigned time. The employee's immediate supervisor has the authority to specify the time for such breaks. Credit cannot be accumulated for rest periods not used.

8.8 Rest Facilities

The District shall make available at each work site lunchroom and restroom facilities for classified employees use when physically possible. It is understood that classified and certificated facilities may be one and the same.

8.9 Overtime

Overtime hours shall be compensated at time and one-half of the regular rate of pay for employees who are authorized to work in excess of eight (8) hours per day or forty (40) hours in any calendar week. Employees directed to work on holidays as defined by this contract will be compensated time and one-half plus the regular rate of pay or shall receive compensatory time at one and one-half plus the regular rate of pay.

Employees assigned to work five (5) consecutive days shall receive time and one-half for work required on the sixth or seventh day in a calendar week. Overtime shall be assigned by the District as needed and consistent with the efficient operation and special needs of the District. Overtime shall be distributed and rotated as equitable and practicable among employees within each classification.

The method of payment (cash or compensatory time off) for overtime worked shall be at the discretion of the unit member. Approval of overtime election will be made at the time the supervisor approves overtime.

8.10 Shift Differential - Compensation

Any employee in the bargaining unit whose assigned work shift requires the employee to work a minimum of four (4) hours between 6:00 p.m. and 6:00 a.m. shall be paid a shift

differential premium of five (5) percent above the regular rate of pay for all hours worked.

Any employee who works a double work shift during which one of the two (2) shifts includes at least four (4) hours between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked during said double shift.

Employees assigned to night work on a continuous basis who are requested to temporary daytime work for periods not to exceed twenty (20) consecutive working days each shall suffer no reduction in compensation by reason of the change. On the twenty-first (21) working day the employee shall revert to the daytime rate.

An employee who receives a shift differential premium on the basis of their shift while school is in session, shall not receive shift differential rate when assigned to a regular day shift during the summer months. When applicable, an employee on long-term illness who receives shift differential pay shall receive the shift differential rate of pay until accrued sick leave expires.

8.11 Compensatory Time Off

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked. Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the supervisor within twelve (12) calendar months of the date on which it was earned. If the compensatory time has not been taken, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's rate of pay at the time the compensatory time occurred. Such compensatory time shall be equal to time and one-half the overtime hours worked.

8.12 Standby Time

Any employee on any authorized out-of-town trip shall be considered as working regular hours and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

8.13 Call Back Time

Any employee called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate.

8.14 Hours Worked

Hours worked shall refer to hours listed on the assignment notice.

8.15 Right of Refusal

Any employee shall have the right to reject any offer or request for overtime or call back time.

8.16 Distribution of Overtime/Call Back Time

The distribution of overtime shall occur in the following manner:

First: Within the classification at the site/department where the work is to be performed utilizing an established list within the classification, on a rotational basis.

Second: Within the classification throughout the District utilizing an established district list within the classification, on a rotational basis.

No bargaining unit work will be completed by substitutes except the number of hours and the number of days where a bargaining unit employee is absent. If the District has the need to assign extra hours to be completed where no position exists, the district will negotiate this with CSEA.

ARTICLE 9 - PAY AND ALLOWANCES

The parties agree to the following, effective July 1, 2023:

- a) **The classified salary schedule shall be increased by 7%.**
- b) **One-time, off schedule payment of 4% based on the annual 23/24 salary paid on a separate check by 12/9/23.**
- c) **For the 23-24 school year, should any other represented or unrepresented employees in the district receive a higher overall compensation, the District agrees to reopen negotiations with CSEA within two (2) weeks.**

9.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established by the District for each class on the District adopted salary schedule attached hereto as Attachment A. The regular rate of pay shall reflect authorized longevity increments.

9.2 Paychecks

All regular paychecks of employees in the bargaining unit shall include all authorized deductions and holiday pay. The District will provide each employee with a semi-annual report, listing earned sick leave and vacation accrued as of January 1 and July 1.

9.3 Frequency - Once Monthly

All employees in the bargaining unit shall be paid once per month payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

9.4 Payroll Errors

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll resulting in insufficient payment, the appointing

authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

In the case of a payroll error resulting in an overpayment of to a Unit Member the District shall notify the Unit Member. The Unit Member with CSEA representation, if desired, shall meet with the District to discuss a repayment agreement on the overpayment of the public funds plan. No deduction shall be made from the Unit Member's payroll until a signed repayment agreement has been completed.

9.5 Special Payments

Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and included in their regular payroll check issued the following month.

9.6 Lost Checks

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not received within five (5) days after mailing, the employee shall notify the payroll department in person where they shall complete an affidavit. Replacement of check shall be processed through normal County timelines.

9.7 Pay Increases

All employees shall be advanced one step on the salary schedule as of July 1st if employed prior to March 1st of the school year. Employees hired on or after March 1st of the school year will not advance until July 1st of the succeeding year.

9.8 Promotion

Any employee in the bargaining unit receiving a promotion shall be moved to the appropriate range and step of the new classification and be granted not less than a five (5) percent increase in salary. Unit members not eligible for longevity can only be placed in columns I-V. Unit members eligible for longevity may not be placed at a step above their eligible longevity.

9.9 Voluntary Demotion

Any Bargaining Unit Member who accepts a voluntary demotion, a voluntary demotion in lieu of layoff or one who exercises displacement rights in a lower classification in lieu of layoff, shall be placed on the step of the salary range in the new classification which is closest to the salary rate that the bargaining unit member earned in the higher classification range provided that the bargaining unit member shall not receive a salary increase. Unit members not eligible for longevity can only be placed in columns I-V. Unit members eligible for longevity may not be placed at a step above their eligible longevity.

9.10 Mileage

- (1) Any employee regularly assigned to two (2) or more different work sites shall be entitled to mileage compensation for the distance between the two (2) sites at the prevailing rate per mile stated in Board Policy.
- (2) Any employee required to use their vehicle on authorized District Business shall be reimbursed at the prevailing rate per mile stated in Board Policy.
- (3) Mileage reimbursement checks shall be processed through normal County timelines.

9.11 Longevity

Employees shall receive a step increase each year until attaining the fifth step of the salary schedule in a given range. Step increases shall be effective July 1 of each year or as soon thereafter as an employee resumes their duties. Step increases for the completion of nine (9), thirteen (13), seventeen (17), twenty-one (21), twenty-five (25), twenty-nine (29), and thirty-three (33) years of service shall be effective on the anniversary date.

9.12 Paid Status

Paid status is defined as being anytime between the employee’s start date and end date but not on a 39-month reemployment list due to a layoff, illness, or injury, leave of absence, nor serving an unpaid suspension for disciplinary reasons.

ARTICLE 10 - EMPLOYEE EXPENSES AND MATERIALS

10.1 Uniforms

The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of required uniforms as set forth.

<u>Position</u>	<u># Uniforms</u>
Custodian	Eleven (11) uniform sets each shirt & pants/shorts
Grounds Workers	Eleven (11) uniform sets each shirts & pants/shorts
Maintenance	Eleven (11) uniform sets each shirts & pants/shorts
Warehouse Workers	Eleven (11) uniform sets each shirts & pants/shorts
Nutrition Services Workers shirts & pants	Hairnets, aprons, and eleven (11) uniform sets each
Campus Security Assistant and one (1) appropriate jacket	Eleven (11) uniform sets each shirts & pants/shorts
Print Shop	Eleven (11) uniform sets each shirts & pants/shorts

10.2 District Liability Insurance

Employees in the lawful course of their employment and performance of duties are considered agents of the school district and as such shall be covered by the District’s liability insurance.

10.3 Tools

Employees shall not be required to furnish any tools or equipment in the course of their employment.

10.4 Safety Equipment

The District agrees to provide appropriate safety equipment and the employee shall be required to utilize all necessary equipment and abide by the safety rules and regulations.

**ARTICLE 11 - RIGHTS OF BARGAINING UNIT UPON
CHANGE IN SCHOOL DISTRICTS**

Rights of Bargaining Unit

Any division, uniting unification, unionization, annexation, or merger or de-unification, or change of District boundaries shall not affect the rights of individuals remaining in the bargaining unit under this Agreement, nor alter the exclusive representation of CSEA.

ARTICLE 12 - HEALTH AND WELFARE BENEFITS

To qualify for Health and Welfare Benefits, employees must be working a permanent position of four (4) hours or more per day.

The District paid contribution for the medical, dental, and vision benefits for each qualifying bargaining unit member shall be as follows:

	District Cap	(if employee is enrolled in health)
	<u>Totals</u>	
Single	\$9,283.14	
2-Party	\$15,602.82	
Empl & Child	\$16,212.90	
Family	\$22,897.64	

**Refer to Current Active Employee Benefits cost.*

12.1 Employee Medical, Dental, and Vision Insurance Coverage

Each qualifying bargaining unit member shall pay the balance of the premium for the total cost of medical, dental, and vision insurance and shall execute the appropriate authorization for payroll deduction. Medical, dental, and vision plans will be selected through group participation in the District's insurance committee which shall be made up of equal representation from the affected employee bargaining groups.

If permitted by the district-approved benefits provider, bargaining unit members may elect to opt-out of the Medical Benefits coverage so long as members electing to opt-out execute a waiver and provide evidence of other health insurance under other group health plan. Bargaining unit members electing to opt-out of Medical Benefit coverage will receive dental, vision, and life insurance coverage at no cost to the member. Bargaining unit members electing to opt-out of the Medical Benefits coverage as well as the dental

and vision coverage will receive \$1,000.00 to be paid out via monthly \$100.00 installments (10 months).

Qualifying employee costs are subject to change from year to year.

12.2 Employee Life Insurance Coverage

Life Insurance Coverage/Accidental Death and Dismemberment shall be paid by the District for each qualifying bargaining unit member.

12.3 Long Term Disability

Shall be fully paid by the District for each qualifying bargaining unit member.

12.4 Tuberculosis clearance

shall be provided every four (4) years with the exception of the nutritional workers.

12.5 Prospective classified employees will be required to furnish their employment physical and tuberculosis clearance.

12.6 State Disability Insurance program will require voluntary contribution and participation of the classified bargaining unit.

12.7 Early Retirement Program

- (1) Effective February 1, 2006. Program allows classified employees an opportunity to work a specified period of time for medical benefit coverage. In the event the specified number of work days is not fulfilled or if employee absences exceed 10% of assigned days, the program will conclude and adjustments will be made to employee duration of benefits on a prorated basis.
- (2) Eligibility Requirements
 - (A) Employed by Barstow Unified School District for at least 10 years.
 - (B) At least 55 years of age through age 64.
 - (C) No more than 10% of classified employees eligible.
- (3) Employees may be given specific assignments to complete a special project for the District or may be assigned to serve as a substitute in a position specified by the District.
- (4) The rate of compensation towards payment of medical benefits shall be equivalent to range and step assigned to the employee at the time of retirement. Time worked in excess of the amount necessary to pay the total cost of the medical insurance shall be compensated at the same rate of pay at the substitute rate for that position.

- (5) Upon election of retirement, all insurance eligible retirees with at least ten (10) years service who have reached the age of 55, and prior to age 65, may elect to work for medical benefits or pay all the applicable premiums.

Other options available:

Employee would work for the district paid portion of medical benefits (the district cap) or pay for the district paid portion of medical benefits (the district cap) in which case the employee would be responsible for paying the employee's portion for medical benefits.

Employee would work for future medical benefits calculated upon the current year's insurance costs with no inflation factor, and the employee would be responsible for paying any costs over the current year's insurance costs on a yearly basis calculated on 10 monthly payments.

ARTICLE 13 - HOLIDAYS

13.1 Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with the following paid holidays provided they are in a paid status during any portion of the working day preceding or succeeding the holiday, according to the District adopted calendar.

New Year's Day
Martin Luther King Day
Lincoln's Day
Washington's Day
Good Friday (full day)
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day (floating holiday)
Admission Day (floating holiday)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving (local holiday)
Christmas Day

13.2 Additional Holidays

Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving or holiday, or any day declared a holiday by the Governing Board under Education Code Section 37220 requiring the closing of school shall be a paid holiday.

13.3 Holiday on Saturday or Sunday

When a holiday falls on a Saturday, the preceding Friday shall be deemed that holiday. When a holiday falls on a Sunday, the following Monday shall be deemed to be that

holiday.

13.4 Holiday Eligibility

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 25 or January 1, shall be paid for those holidays provided that they were in paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 14 - VACATION PLAN

14.1 Eligibility

All employees in the bargaining unit shall earn paid vacation time from the beginning date of service. Vacation benefits are earned and credited on July 1 (1/2 of earned vacation benefits) and January 1 (1/2 of earned vacation benefits) of the current school year. Employees shall be entitled to take vacation leave after the completion of six (6) months of service.

14.2 Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted with the approval of the immediate supervisor no later than 12 months immediately following the fiscal year in which it is earned.

Accrued leave will not exceed 24 months. Beginning in the 20/21 school year any unit member who has had vacation hours denied in the current school year may request to have those hours paid in cash after having gone through the process outlined in 14.8 below. If the employee has not taken their full annual vacation, the amount not taken shall be accumulated for use in the next year or may be paid in cash at the option of the District.

Any ten (10) and eleven (11) month permanent unit member that has not utilized their annual vacation accrual may request no later than April 1st of the current school year to be paid out for the remaining hours. The request shall not exceed the excess hours from the current year. If the district has a financial need to roll over the vacation hours, they will meet and negotiate with CSEA no later than April 30th and a mutual notification shall be sent to the employee. The excess vacation hours shall be paid out in the final pay warrant in June.

14.3 **Accumulation:**

Vacation time shall be earned and accrued on a yearly basis and is based upon an employee's Yearly Paid Days; Hours per Day; and District Years of Service. Yearly Paid Days and Total Yearly Hours are defined as the following:

$$[\text{Yearly Paid Days}] = [\text{Yearly Workdays}] + [\text{Yearly Holidays}]$$

$$[\text{Total Yearly Hours}] = [\text{Yearly Paid Days}] * [\text{Hours per Day}]$$

Vacation time earned shall be determined as a pro-rated amount of the vacation time allotted a position defined by 260 Yearly Paid days, 8 Hours per Day, and the particular District Years of Service *(of the employee whose vacation time is being calculated)*.

"Vacation Time Earned by 260 Paid Days and 8 Hours per Day Employees"

District Years of Service	Vacation Time (Hours) Earned Per Year
0 - 5 Years	100 Hours
6 - 10 Years	124 Hours
11 - 15 Years	164 Hours
16 and over Years	180 Hours

Vacation time for any "Employee A" is calculated through the following steps:

1. Determine "Employee A's" Yearly Paid Days, Total Yearly Hours; and District Years of Service.
2. Annual Vacation Time earned (in hours) of employee A is equal to [Total Yearly Hours of Employee A] multiplied by [Vacation Time Earned by a 260 Paid Day/8 Hour per Day with same number of District Years of Service (see chart)] divided by [Total Yearly Hours of a 260 Paid Day/8 Hour per day employee].

$$\frac{[\text{Vacation Time Employee A}]}{[\text{Total Yearly Hours Employee A}]} = \frac{[\text{Vacation Time 260/8 Employee}]}{[\text{Total Yearly Hours 260/8 Employee}]}$$

$$\text{So, } [\text{Vacation Time Employee A}] = \frac{[\text{Total Yearly Hours Employee A}] * [\text{Vacation Time 260/8 Employee}]}{[\text{Total Yearly Hours 260/8 Employee}]}$$

Employees who move from 5 to 6 years of regular employment, 10 to 11 years of regular employment, and 15 to 16 years of regular employment, shall be credited with additional vacation hours, as stipulated in the Agreement on the day of their anniversary, and these additional hours will be based on a prorated amount relative to the number of Paid Days remaining in the Work Year when the anniversary date occurs.

14.4 Vacation Pay

- (1) Pay for vacation days for bargaining unit employees shall be the same as that which the employee would have received had they been in a working status.
- (2) Vacation may be taken in units of not less than ½ hour.

14.5 Vacation Pay Upon Termination

When an employee of more than nine (9) months of service is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated up to the effective date of the termination. Employees terminated with less than nine (9) months of service shall not receive accumulated vacation pay.

14.6 Vacation Postponement

If a bargaining unit employee's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their vacation date be changed, and the District may grant such request in accordance with vacation dates available at that time. A medical doctor's statement may be required for verification.

14.7 Holidays

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be paid for each holiday falling within that period, and such holidays shall not be charged against vacation leave.

14.8 Vacation Request

A bargaining unit member shall complete the Leave Request Form (updated form attached) and submit to their immediate supervisor for approval. The approval/denial of the request shall be sent/given to the unit member in writing.

If a vacation request is denied the immediate supervisor will return the Leave Request Form with the written reason for the denial of vacation. If the Unit Member has concerns with the denial they may request to meet with their immediate supervisor for further explanation. If the Unit Members concerns regarding the denial are not met with their immediate supervisor, the Unit Member may contact either the Assistant Superintendent of Personnel or the Chief Business Official, CBO.

14.9 Vacation Scheduling

Priorities for Scheduling Vacation: Employee vacation shall be scheduled by the District in accordance with the following priorities:

Priority 1: The preference of the individual shall be given first consideration, with the approval of the supervisor.

Priority 2: Vacation shall be consistent with the needs of the District.

Priority 3: Extenuating circumstances may be discussed with the immediate supervisor or Assistant Superintendent of Personnel Services.

Priority 4: If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given their preference.

14.10 Interruption of Vacation

An employee with nine (9) months or more of service in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

14.11 Notice of Accrued Vacation Leave

The District will provide employees with an updated notice of accrued vacation leave as of July 1 and January 1 of each year.

ARTICLE 15 - LEAVES

15.1 Definition of "Immediate Family"

The immediate family is defined as husband, wife, domestic partner (as defined in Section 297 and registered pursuant to Section 298.5 of the California Family Code), mother, father, sister, brother, son, daughter, grandfather, grandmother, grandchild, stepmother, stepfather, stepson, stepdaughter, stepsister, stepbrother, mother-in-law, father-in-law, son-in-law or daughter-in-law, brother-in-law, sister-in-law, spouse's grandmother, spouse's grandfather, or any relative or person of employee or spouse living in the immediate household of the employee.

15.2 Bereavement Leave

An employee shall be entitled to five (5) days of paid leave of absence on account of the death of any member of their immediate family. The District may require verification of death upon request. Examples of verification are the obituary and memorialbulletin. This leave shall not be deducted from sick leave.

15.3 Judicial Leave

An employee is required to submit to the District proof of selection and time served as a juror, either the summons card or slip signed by the court clerk. The employee shall receive full pay during this leave period. An employee is eligible for Judicial Leave while in paid status.

Any day during which an employee in the bargaining unit is required to serve at least one-half (1/2) or more of the number of their regularly assigned work hours on jury/witness duty or is required to report for jury duty outside of Barstow, they shall be relieved from work for that day.

Employees shall not be required to report to work in the morning prior to reporting for jury duty.

Any day during which an employee in the bargaining unit is required to serve less than one-half (1/2) of the number of their regularly assigned work hours shall be required to return and work the remainder of their assigned number of work hours. Total hours worked and total hours on jury duty, combined, will not exceed their normally scheduled number of work hours in a day beyond their normal end of shift time.

15.4 Personal Illness Leave

- (1) Leave of Absence for Illness or Injury: An employee employed by the school district shall be granted a prorated amount of sick leave equivalent to one (1) day per month.

- (2) Pay for any day of sick leave shall be the same pay the employee would have received if they had worked that day in their regular assignment.
- (3) At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave. However, a new employee of the District shall not be eligible to take more than six (6) days until the completion of six (6) months of active service with the District.
- (4) Maternity leave, chargeable as sick leave, shall be granted for the period of disability caused by the pregnancy. Such period to be the time prior to and following the delivery certified by the attending physician as time the employee is physically unable to work.
- (5) If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- (6) Additional Sick Leave: After all paid sick leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) calendar months. The five (5) calendar months period commences on the first day the employee is absent from duty. Differential pay shall be the difference between the substitute's pay and the employee's pay. If no substitute is hired, the employee shall receive full compensation. During the five (5) calendar months sick leave period, the employee shall earn sick leave and annual leave at the regular rate per month and shall be paid for all holidays.

If the employee is unable to return to duty, the employee shall be required to submit a leave of absence without pay form or be placed on the re-employment list for a 39-month period.

At the discretion of the bargaining unit member vacation hour may be utilized at the exhaustion of their paid sick leave prior to utilizing additional sick leave.

- (7) An employee who makes an application for retirement under P.E.R.S. shall receive credit for unused sick leave in accordance with Government Code Section 20963.
- (8) When a bargaining unit member is on sick leave due to illness or injury for a period of three (3) or more consecutive days, the District may, upon prior written request, and the employee has been counseled prior for abuse of sick leave, require the bargaining unit member to present a medical doctor's written verification of the personal illness or injury, and/or, a medical authorization to return to work.

The District may send an employee to a District appointed physician for examination, at the District's expense, if the District has reason to question an employee's absence from duty, regardless of the duration of such

illness/injury, and shall require the employee to present a written statement from that physician verifying the illness/injury.

When an employee is on long-term illness, they shall not be gainfully employed (a job that pays wages or salary) other than with the school district during the employee's contracted hours.

- (9) Whenever possible, a unit member must contact their immediate supervisor or the district nightline as soon as the need to be absent is known, one (1) hour prior to the start of the workday to permit the employer time to secure substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay.

Whenever possible, substitutes will be provided for employees who become ill on the job.

15.5 Industrial Accident and Illness Leave and Transitional Return-to-work Program:

- (1) Unit members will be entitled to industrial accident leave according to the provisions in Education Code section 45192 for personal injury which has qualified for worker's compensation under the provisions of the S.I.P.E.
- (2) The employee is responsible to report the accident at the end of the school day and must present a physician's statement of the cause to the Business Office within three (3) days.
- (3) An employee shall be entitled to sixty (60) days of industrial accident or illness leave.
- (4) An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- (5) Allowable leave shall not be accumulative from year to year.
- (6) Industrial accident or illness leave will commence on the first day of absence.
- (7) Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- (8) 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.
- (9) When an industrial accident or illness occurs at a time when the 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.

- (10) The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under the section 45191. When entitlement to industrial accident or other illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- (11) Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- (12) During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state.

The District, in turn, shall issue the employee appropriate warrants for payment of wages or other salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

- (13) 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 the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
- (14) Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.
- (15) Workers' Compensation, Transitional Return-to-Work Program

(a) Introduction

A return-to-work program is a widely recognized management tool for reducing Workers' Compensation expenses.

Following a work-related injury, employees should be returned to the work site as soon as possible subsequent to determination of medical and vocational compatibility.

This Transitional Return-to-Work Program is designed to move employees from a "disability" environment to a position of "productivity". When properly administered, programs of this nature

have improved employee relations, as well as reduced overall costs of work injuries.

In order to assist industrially injured employees with the recovery process and to encourage an early return to unrestricted duty status, the District will implement a program which utilizes temporary return-to-work (transitional) assignments to accommodate workers who are unable to perform their normal duties.

This may be structured as follows:

1. Restricted duties within the same work area
2. Different duties within the same work area
3. Different duties in a different work area
4. Restricted duties in a different work area

(b) Definition and Parameters

Transitional assignments are temporary assignments of modified or light duty to assist the injured or ill employee to progressively escalate to full-duty status and is only available for approved Workers' Compensation claims. This type of duty is a "transitional" process, which enables the employee to gradually resume their full-time duties. The maximum duration of the transitional assignment period includes but is not limited to sixty (60) calendar days.

(c) Program Objectives

1. Provide a means for an injured/ill employee to return to the workplace as soon as safely possible without danger of re-injury.
2. Provide a means of maintaining the employee's job skills, self-esteem, and morale while enabling him/her to progress to full-duty status.
3. Maintain organizational productivity by allowing the employee to perform tasks that would normally go undone or would require extra help.
4. Reduce the number of lost-time injuries thereby reducing the amount of temporary and permanent disability costs.
5. Reduce the number of litigated claims.
6. Reduce the need for temporary help due to the absence of the injured worker.
7. Improve communication with the injured employee and enhance their perception of the District's concern for their well-being.

8. Reduce the use and cost of outside rehabilitation vendors and the overall costs associated with rehabilitation.
9. Reduce extended periods of medical treatment and associated costs. Injured employee recovery periods are lessened if temporary transitional assignments are made available in lieu of remaining at home.
10. Reduce outstanding claim reserves which will ultimately favorably impact District experience modification factors.
11. More effectively discharge the District's obligations under the Labor Code, Education Code, and Employee Bargaining Unit Contracts.

(d) Program Provisions

1. Under no circumstances does this program intend to permanently establish new assignments or displace other employees. Its intent is to utilize the resources of an employee for the District.
2. The District recognizes the benefits of implementing a Transitional Return-to-Work Program in accordance with the aforementioned terms and, therefore, agrees to voluntarily participate in adopting such a program. Individual claim circumstances will dictate assignment availability and placement.

15.6 Personal Necessity Leave

A classified employee may elect to use, not to exceed seven (7) days in any one (1) fiscal year, sick leave for personal necessity for the following categories:

- (1) The death or illness of a member of the employee's immediate family.
- (2) As a result of an accident involving an employee's person or property or the person or property of their immediate family.
- (3) When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any other made with jurisdiction.

15.7 Personal Business Leave

A unit member shall be entitled to two (2) days personal business leave per school year. Unused personal business leave shall be credited to the employee sick leave account on June 30 of each fiscal year.

The employee is to notify their supervisor at least 24 hours prior to taking personal

business leave, except in case of an emergency. It is to be used for personal, legal, business, or family matters which require absence during normal working hours, subject to the following conditions.

- (1) An employee shall not use personal business leave, or any other authorized leave of absence which would interfere with or disrupt the normal educational activities of the school district. Under no circumstances shall this leave be available for purposes of personal or social convenience, for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, for recreational activities, or for purposes of supplementary income.

Verification of legitimate use must be submitted prior to taking personal business leave when the date is connected to a holiday or vacation period.

- (2) The immediate supervisor is responsible for the correct usage of personal business leave.

15.8 Unpaid Leaves

An employee may request an unpaid leave of absence for a maximum of one (1) year, subject to District approval, except for military leave as provided for in the Education Code.

- (1) A request by the employee to return to work prior to the expiration of their leave, shall be granted within thirty (30) days of the request.
- (2) Failure to report for duty within three (3) working days after the leave has expired shall be considered abandonment of position and the employee may be terminated by the District unless proper notification of extenuating circumstances has been given to the District.
- (3) The granting of a leave of absence without pay gives to the employee the right to return to their former classification at the expiration of their leave.

Personal leave or other unpaid leave of absence except as may be otherwise designated in excess of 22 working days shall be considered a break in continuity of service in the district.

- 15.9 Catastrophic leave is to be made available to any bargaining unit member in accordance with Board policy.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Definitions

A “grievance” is a formal allegation by a unit member who has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the district as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal

processes. Other matters for which a specific method of review is provided by law or by the administrative regulations and procedures of this school district are not within the scope of this procedure.

A “grievant” may be any bargaining unit employee or employees covered by the terms of this Agreement. The president may file a grievance on behalf of CSEA.

A “day” is any day in which the central administrative office of the Barstow Unified School District is open for business.

The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

16.2 If, in the judgment of the Assistant Superintendent of Personnel Services or their designee, a grievance is not appropriate for consideration at Level I, they may permit the grievant to initiate the grievance at Level II

16.3 Informal Level

Before filing a written grievance, the grievant shall attempt to solve the problem by an informal conference with the grievant’s immediate supervisor.

16.4 Formal Level

Level I

Within ten (10) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

The time limitation in this article shall be considered maximum time, however, time limitations may be extended by mutual agreement.

Failure of the grievant to present a grievance in writing within the time limitation stated in this article shall constitute a waiver of grievant’s right to appeal to the next level. The supervisor shall communicate a decision to the employee in writing within ten (10) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits either party may request a personal conference with the other party.

At Level I of the grievance procedure, or at any later level, if the grievant, in writing elects to represent himself/herself, CSEA shall be relieved of any further obligation to share in further expense of the grievance procedure.

No grievance, at this level, will be resolved until CSEA has been provided a copy of the

proposed grievant's resolution and has been given ten (10) working days to respond in writing.

Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) working days. The statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or designee shall communicate a decision within ten (10) working days after receiving the appeal. The grievant, the Superintendent, or their designee may request a personal conference within the above time limits. If the Superintendent or their designee does not respond within the time limits, the grievant may go on to the next level.

Level III

If the aggrieved person is not satisfied with the disposition of their grievance at Level II, or if no written decision has been rendered within ten (10) working days, the aggrieved person may, within ten (10) working days after a decision by the Superintendent or designee request in writing that the Association submit their grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the aggrieved person, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after they have had an opportunity to hear the merits of the grievance.

The grievant and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievance in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on 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 violates the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as judged to be proper. The decision of the arbitrator submitted to the Superintendent and the Association will be final and binding upon the parties of this Agreement.

The cost and fees for arbitration shall be borne by the District if a grievance is sustained and by the Association if the grievance is denied. In the event the grievance is sustained in part and denied in part, the arbitrator shall determine the appropriate share of costs and fees to be assessed each party.

16.5 Grievance Representation

District will grant reasonable release time to designated grievance representatives

commencing at the formal level.

16.6 Separate Grievance File

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file.

ARTICLE 17 - DISCIPLINARY ACTION AND APPEAL

17.1 Causes for Suspension or Dismissal

Persons employed in the classified service may be suspended, demoted, or dismissed for any of the following causes:

- (1) Incompetency, inefficiency, insubordination, working in an unsafe manner, inattention to or dereliction of duty, discourteous treatment of the public or of fellow employees, or any other willful failure of good conduct tending to injure the public service, or any willful violation of the provisions of the Education Code or of rules, regulations, or procedures adopted by the Board of Trustees. Provided that sufficient proof and specific instances shall be set forth as to any of the causes enumerated under this heading.
- (2) Dishonesty, drunkenness or immoral conduct
- (3) Improper use of narcotics
- (4) Political activities engaged in by an employee during their assigned hours of employment.
- (5) Conviction of a serious crime by a court law; a record of one or more convictions which indicates that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on application forms or examination and employment records concerning material matters.
- (6) Frequent unexcused absence or tardiness and/or abuse of leave privileges.
Abuse is defined as chronic and a high number of absences, absences that follow a pattern (every Monday and/or Friday; every day before/after holiday) and unauthorized absences.
- (7) Illness leaves, when habitually taken for trivial dispositions.
- (8) Failure to report for review of criminal records or for health examination after due notice.
- (9) Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.
- (10) Knowingly becoming or knowingly remaining a member of the Communist Party on or after September 9, 1953.

- (11) The discovery or development during an initial probationary period of any physical, emotional, and/or mental condition which would have precluded acceptance as an eligible for assignment.
- (12) Abandonment of position
Any permanent or probationary classified employee who is willfully absent from their regularly assigned work for three (3) consecutive workdays without notification to their immediate supervisor or the administration shall be considered to have vacated their position by abandonment and subject the employee to disciplinary action up to and including termination of employment.
- (13) Theft, misuse or willful destruction of school property or equipment.
- (14) The use, possession or under the influence of alcoholic beverages, and/or illegally obtained narcotics during assigned duty hours.
- (15) Inability to perform assigned duties due to failure to meet job qualifications. (Including but not limited to failure to possess required licenses, failure to pass required tests or failure to meet district insurability requirements.)

17.2 Right to representation

Any time an employee is to be disciplined or to be interviewed concerning a matter which the employee has reason to believe may lead to discipline, they have the right to representation. It is the employee's responsibility to request this representation.

17.3 Procedure for Disciplinary Action

- (1) Disciplinary actions are those actions taken by management in response to an employee's failure to meet the standards, objectives, or rules of the organization. The objective of disciplinary action is to correct or eliminate inappropriate behavior or misconduct. A progressive discipline model shall be utilized, including a continuum of communication, with language becoming more formal over time.

The progressive discipline model includes a verbal warning, a written warning, a letter of reprimand, and finally, suspension, demotion, and/or dismissal. .

Steps of Progressive Discipline:

a) Step One - Verbal Warning

Prior to any formal disciplinary action, the Unit Member shall be verbally notified by their immediate supervisor that a deficiency in their job performance and/or conduct has been observed. The supervisor shall discuss the deficiency with the affected Unit Member at an informal meeting. The immediate supervisor and Unit Member shall discuss ways

in which the Unit Member may improve their job performance and/or conduct. If necessary, the immediate supervisor and Unit Member shall discuss a timeline to address deficiencies. The immediate supervisor shall issue a written summary of the informal meeting (i.e. conference summary).

b) Step Two - Written Warning

If it is noted after Step One (1) above has been applied, that the Bargaining Unit Member has not improved in their job performance and/or conduct, the Bargaining Unit Member's immediate supervisor shall give the Unit Member a written warning. The warning letter shall outline those specific areas of the Bargaining Unit Member's deficient performance and/or conduct. The warning letter shall also include suggestions, direction for improvement and a timeline. The warning letter shall not include any areas of deficiencies which were not discussed at the Step One (1) level above unless warranted by the severity of the infraction. The warning letter shall not be placed into the affected Unit Member's personnel file at this step.

c) Step Three - Letter of Reprimand

If it is noted after Step Two (2) above has been applied, that the Bargaining Unit Member has not improved in their job performance and/or conduct, the Bargaining Unit Member's immediate supervisor, shall give the Unit Member a letter of reprimand. The letter of reprimand shall outline those specific areas of the Bargaining Unit Member's deficient performance and/or conduct. The letter of reprimand shall also include suggestions, direction for improvement and a timeline. The letter of reprimand shall not include any areas or deficiencies which were not discussed at a level above unless warranted by the severity of the infraction. The letter of reprimand shall be placed in the Unit Members personnel file after ten (10) days, along with the documents from Steps 1 and 2 above. The Unit Member may prepare a response and have that response attached to those documents.

d) Suspension, demotion, and/or dismissal is discussed later in this article.

The degree of discipline administered in any given situation must depend on the severity of the infraction and must be in accordance with Board Policy and/or the Collective Bargaining Agreement.

- (2) When disciplinary action involves suspension, demotion, and/or dismissal the district must comply with certain procedural due process requirements before it may deprive the employee of their expected continuation of employment.

When suspension, demotion, or dismissal are recommended, the District will notify the Governing Board and the employee and state the reasons. Such notice of proposed discipline shall be in writing and contain a statement, in ordinary and concise language, of the specific charges against the Unit

Member, a statement of the cause of the action taken and the penalty proposed, a copy of all documents upon which the disciplinary action is based, the date the proposed disciplinary action shall be acted upon by the Governing Board. Notice shall be served in person or by certified mail to the unit member. The written notice shall also include a statement of the unit member's right to a pre-disciplinary (Skelly) meeting on the charges, the period within which such a due process meeting (Skelly) will occur; and the unit member's right to be represented by CSEA, if requested. The investigation, due process meeting (Skelly), and defense shall be limited to the reasons for the charge by the District. The meeting shall be conducted by a neutral Skelly Officer who is not involved in the investigation process nor the party initiating the charges. At the conclusion of the due process meeting (Skelly), the neutral Skelly officer shall submit in writing a recommendation to sustain or modify the proposed discipline to the District with a copy to the Unit Member within five (5) days.

Following the "Skelly" meeting, the employee will receive a written Notice of Determination of Discipline, giving the allegation(s), the determination as to the charges, the level of disciplinary action to be received, the Board's action, and appeal rights. The employee will be notified even if no disciplinary action is to be taken.

- (3) No employee in the classified service shall be suspended or dismissed or any way discriminated against because of their political or religious acts or opinions or affiliations or race, color, sex, national origin or marital status.
- (4) A regular employee charged with the commission of any sex offense or any narcotics offense as defined by the Act by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in the Act. Such a suspension shall be processed as an involuntary personal leave in accordance with this rule relative to suspensions. The employee may receive compensation as provided for in the Act.
- (5) Dismissal shall cause the removal of the employee's name from all eligibility lists and reemployment lists.
- (6) Failure to appeal shall make the action of the Governing Board final.

17.4 Appeal

A permanent employee who has received a written notice of suspension, demotion or dismissal may utilize the appeal process as outlined in Personnel Commission Rule 190.4.

ARTICLE 18 - PROCEDURE FOR LAYOFF AND RE-EMPLOYMENT

18.1 Reason for Layoff

Classified employees shall be subject to layoff for lack of work or lack of funds.

18.2 Notice

In the event the District decides to implement a layoff, reduction in hours or demotion in lieu of layoff, the District shall prior to taking such action, give the affected unit members written notice no later than March 15 for layoffs effective in the ensuing school year or sixty (60) calendar days prior to the effective date of a layoff resulting from expiration of a specialty funded program.

18.3 Seniority

Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member who has been employed the shortest time in the class, by hire date, plus higher classes, shall be laid off first.

In the case of two or more unit members having the same length of service, the order of layoff shall be determined by length of service in the same job classification, next by original hire date, and finally by lot.

18.3.1 Bumping

A permanent employee in the classified service whose position is cut because of layoffs or who is bumped from their position because of layoffs, and who has seniority in that current class or who has had previous service and has seniority in an equal or lower class shall have the right to transfer/demote into:

- A. A vacant position in that same current class having the same or greater number of work hours and the same or greater work year. If there is none:
- B. The position in that same current class held by the person with least seniority and the same number of work hours and work year. If there is none:
- C. The position in that same current class held by the person with least seniority and the same or greater number of work hours and/or the same or greater work year. If there is none:
- D. A vacant position in an equal or lower classification for which the employee has had prior service having the same number or greater number of work hours and the same or greater work year. If there is none:
- E. The position in an equal or lower classification for which the employee has had prior service held by the person with the least seniority and the same number of work hours and work year. If there is none:
- F. The position in an equal or lower classification for which the employee has had prior service held by the person with the least seniority and the same or greater number of work hours and/or the same or greater work year.
- G. If the position described in A-F above has a lesser number of work hours and/or a lesser work year, the employee may elect to bump into that position at any step during the A-F sequence but is not required to do so.

H. If the layoff involves more than one position in a particular class:

- (1) The persons who will be displaced by each of the layoffs will be identified. If any of these identified persons have more work hours or work days, then the most senior of the position identified following A-G above. This process will be repeated for the second most senior person, and so on.
- (2) If the positions held by a person to be displaced do not have more work hours or work days, the A-G above will be followed.

Upon ratification of this Article, the seniority of bargaining unit members affected by reclassifications, after July 1, 2010, which results in a classification being dissolved, and a new classification is created, shall be carried forward into the newly created classification.

18.4 Re-employment

Re-employment shall be in the reverse order of layoff.

18.5 Prior to sending the notice required by Education Code section 45117 to affected employees, the District shall give the Association notice of its intent to layoff or reduce hours of unit members and afford the Association the opportunity to negotiate the impact of such action on negotiable subjects. If the Association, within five (5) calendar days after receiving notice, makes a written request to bargain, the parties shall meet and negotiate no less frequently than once every seven (7) calendar days (not to exceed 4 meetings of 2.5 hours in duration) after the request is made. Such negotiations shall conclude thirty (30) calendar days after the request to bargain is made. Any request to bargain shall not delay the sending out of layoff notices.

The District and CSEA agree that the work of newly abolished and/or reduced bargaining unit positions shall not be transferred out of the bargaining unit to management/confidential employees, certificated employees, students, volunteers, or outside contractors or individuals.

18.6 Rights of Employees Laid Off for Lack of Work or Funds

- (1) Displacement: When a permanent employee in the classified service is to be laid off from a class for lack of work or lack of funds and has previous service in an equal or lower class, they shall have the right to displace the employee with the least seniority in that class.
- (2) Transfer: A permanent employee who is to be laid off for lack of work or lack of funds may request transfer to a vacant position in an equal class, provided they are qualified to perform the duties required in that class.
- (3) Voluntary Demotion: An employee who is laid off for lack of work or lack of funds may request a voluntary demotion to a vacant position in a lower class, provided they are qualified to perform the duties required in that class.

- (4) A permanent employee who accepts voluntary demotion in lieu of layoff shall have their name placed on a reemployment list for the class from which they were laid off for a period of 39 months. The name shall remain on the reemployment list for an additional 24 months provided the same tests of fitness under which they qualified for appointment to the class still apply.

ARTICLE 19 – VACANCIES AND TRANSFERS

Definitions:

- A. Vacancy: a vacancy is defined as a new or existing bargaining unit position which is not currently staffed by a bargaining unit member and which the District intends to fill.
- B. Transfers: The reassignment of an employee without examination from one position to another position in that same class or to a similar class or related class with the same salary range.
- A transfer may be employee initiated (voluntary) or District initiated (involuntary).
- C. Classification: positions that are assigned the same title, job description, minimum qualification, and salary range.

19.1 Vacancy Notification

When a vacancy is created in the bargaining unit, the position shall be advertised and posted for no less than fifteen (15) working days throughout the District. The president of the bargaining unit shall be notified of all vacancies, including the months when school is not in session.

Notices will be posted at all work locations and sent out via District Email. During school recesses all vacancy notices shall be sent via District email and posted on the District Website.

Unless parties mutually agree otherwise, the District shall fill vacancies within seventy (70) business days of posting. If any of the business days fall within a recess period, those days shall be excluded from the 70 business day count. The summer recess shall be counted as the day following the last day of school to August 1 of the same year. During the seventy (70) day period, the District may fill the vacancy with a substitute employee.

19.2 Voluntary Transfers

Only employees who have obtained permanent status by completing their initial six (6) month probationary period with the District shall be eligible to apply for voluntary transfers.

When a vacancy is filled by a unit member, that member will be given a fifteen (15) work days conditional period, commencing on the first day of starting the new assignment. The District and or the unit member retains the right to curtail the conditional

period at any time upon determination that the unit member is not going to satisfactorily fill the position or that the unit member wishes to return to their previous position. After the satisfactory completion of the conditional period, the unit member shall remain in that position as a permanent employee.

Additionally, the test score that was foundational to the requesting employee's transfer or demote must not be more than five (5) years old. If the qualifying test score supporting the transfer or demote request is more than five (5) years old, the employee is required to retest. Testing is required if the transfer is not from the same classification.

Employees shall submit a signed request for transfer form to the Personnel Services office within the posting time limit.

If not selected and upon request within ten (10) working days of receipt of notice of non-selection, the Director of Classified Personnel will provide the reason, in writing within ten (10) working days of receipt of request, for non-selection.

19.3 Medical Transfers

The District shall make an effort to give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion (upon meeting promotional eligibility), demotion, or lateral transfer to a related class,.

19.4 Involuntary Transfers

Involuntary transfers shall not be punitive or disciplinary in nature. Involuntary transfers shall take place as a result of the elimination of the employee's position due to lack of work or lack of funds or the movement of the position from one location to another, or the legitimate personnel needs of the District.

ARTICLE 20 - WORKING CONDITIONS

Unavailability or Inability to Report for Work: In case of an emergency, or when a school is closed for reasons beyond the control of the Board, classified employees shall contact their immediate supervisor or the District Office for instructions regarding their work schedule. Classified employees who are ready and willing to work shall not suffer any loss of pay.

ARTICLE 21 - SAFETY

21.1 The District and CSEA agrees to abide by the Occupational Safety and Health Act Standards.

21.2 It is the responsibility of all classified employees to report unsafe conditions to their supervisor immediately.

21.3 Illegal Drug and Alcohol Use

(1) The purpose of this article is to eliminate substance abuse and its effects in the work place. While unit members have certain rights to privacy, involvement

with illegal drugs and alcohol can take its toll on job performance and employee safety. Unit members must be in a condition to perform their duties safely and efficiently, in the interest of students, fellow workers, and the public as well as themselves. The presence of illegal drugs and alcohol on the job and the influence of these substances on employees during working hours is inconsistent with this objective.

- (2) The District shall provide an Employee Assistance Program (EAP). Unit members who think they have an illegal alcohol- or drug-usage problem are urged to voluntarily seek confidential counseling through the EAP, at any time.
- (3) All employees shall not be under the influence of or in possession of illegal drugs/alcohol while on District property, at work locations, or while on duty or at sponsored activities. Unit members shall not sell or provide illegal drugs or alcohol to any other employee or to any person while such employee is on duty, nor have their ability to work impaired as a result of the use of illegal drugs or alcohol.
- (4) Any unit member reasonably believed to be using illegal drugs or alcohol may be required to submit to urine, blood, breath and/or other designated medical or chemical tests for evidence of illegal drugs and/or alcohol use. The cost of the tests shall be paid by the District.
- (5) "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of illegal drugs or alcohol so that the unit member's ability to perform the functions of the job is impaired or so that the unit member's ability to perform their job safety is reduced. If the immediate supervisor suspects that a unit member is under the influence of illegal drugs or alcohol, the Superintendent or designee will be consulted before taking action.
- (6) For example, any of the following, alone or in combination, may constitute reasonable suspicion:
 - (A) Slurred speech
 - (B) Alcohol odor on breath
 - (C) Unsteady walking and movement
 - (D) An accident involving District property
 - (E) Serious accident causing injury
 - (F) Physical altercation
 - (G) Verbal altercation
 - (H) Unusual behavior
 - (I) Possession of illegal drugs or alcohol
 - (J) Information obtained from a reliable person with personal knowledge
 - (K) Failure to pass field sobriety test

Anonymous information shall not constitute the sole basis for reasonable suspicion. Refusal to submit to the testing when reasonable suspicion exists

shall constitute insubordination, which is cause for dismissal.

- (7) A positive result from a drug and/or alcohol analysis may result in a disciplinary action, up to and including dismissal.
- (8) Depending upon the severity of the circumstances the District, in its sole discretion, may offer the unit member an opportunity to enter into a rehabilitation agreement prior to taking disciplinary action.

Unit members entering a rehabilitation program in lieu of discipline shall be required to submit to random testing for up to one (1) year after completion of the program. Violation of the rehabilitation agreement shall be cause for disciplinary action, up to and including dismissal. While receiving medical treatment for alcohol or drug abuse, the unit member shall be eligible to apply for sick leave and long-term sick leave benefits.

ARTICLE 22 - SEVERABILITY

- 22.1 If any provision of this Agreement is rendered invalid due to mandated changes in laws, rules and regulations or by orders of a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 22.2 In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 23 - NEGOTIATION PROCEDURES

23.1 Notification and Public Notice

Commencing on or after March 15 of the calendar year in which this Agreement expires, either party shall provide written notice and a proposal to the other party of the amendments to the original agreement, and cause the public notice provision of law to be fulfilled.

23.2 Commencement of Negotiations

Negotiations shall commence within five (5) days of receipt of written request. Negotiations shall be held at mutually agreeable places at least once every two (2) weeks, and the District agrees to provide ten (10) one-half days of release time for each of the five (5) representatives of the organization.

23.3 Impasse

Impasse shall be a part of the negotiation process.

23.4 Ratification of Addition or Changes

This Agreement will become effective after it has been reduced to writing, and properly ratified and signed by both parties.

ARTICLE 24 - SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE 25 - MAINTENANCE OF STANDARDS

The District agrees not to reduce or eliminate any specific employee fringe benefit under this Agreement without first affording the Association an opportunity to meet and negotiate with respect to such reduction or elimination.

ARTICLE 26 - PROFESSIONAL GROWTH

26.1 Purpose:

The purpose of the article is to provide an incentive for bargaining unit members to improve themselves through approved study program(s) which will enhance unit member's job-related skills and/or prepare them for transfer and/or promotion to other positions within the District, including teaching positions.

26.2 Funding

The District will allocate \$10,000 each year, starting with the 2000-2001 school year to the Professional Growth Fund. Any additional money obtained through Paraeducator Career Ladder grant approval or other grants may be added to this fund unless restricted by the grant guidelines. Starting with the 2006-07 school year, any general fund money in the account not expended will revert to the general fund at the end of each school year.

26.3 Professional Growth Committee

A professional growth committee shall be established. The committee shall consist of two (2) representatives appointed by the District and two (2) representatives appointed by CSEA. These four (4) committee members may appoint another District employee as a fifth committee member.

26.4 Authority and Responsibility of the Professional Growth Committee

It shall be the responsibility of the professional growth committee to meet with applicants, review requests for college/university classes, vocational training, career plans and supporting documents. The committee shall prepare operational procedures

and submit them to the Board of Trustees for approval.

The committee will submit a recommendation for acceptance or denial of the applicants' requests to the Superintendent for submission to the Board of Trustees for final approval. The committee shall be limited to recommendations which fall within the existing fund balance.

26.5 Application, Career Plan, and Continued Eligibility

Each bargaining unit member wishing to be considered for professional growth assistance shall submit an application and career plan on an approved form to the Professional Growth Committee. Continued eligibility for training assistance shall be subject to verification of satisfactory participation in the course work and other training by the Professional Growth Committee. The application and career plan shall include the following components:

- (1) A career plan outlining their career goals with the District which demonstrates benefit to the District, and a description of the course-work, and vocational training needed to achieve their goals. Included would be a cost estimate for tuition, registration, fees, books, release time requested, etc.
- (2) The applicant would include in the application a commitment for employment to the District following completion of the requested training. If the approved commitment for employment to the District is not completed, the unit member would be required to repay the cost of the investment to the District.
- (3) If unpaid leave is requested, the recommendation would be submitted to the Superintendent for submission to the Board of Trustees. If release time is requested, the costs associated with such leave will be included in the initial training request costs. It would be subject to approval as a component of the original application and career plan and subject to approval by the immediate supervisor.
- (4) In order to qualify for prepayment or reimbursement, any costs associated with this plan must be pre-approved by the Professional Growth Committee and submitted to the Superintendent for approval by the Board of Trustees.

ARTICLE 27 - COMPLETION OF MEET AND NEGOTIATION

27.1 During the term of this Agreement, except as provided in sections 27.2 and 27.3 of this article, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the district shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

27.2 This Agreement shall be reopened for negotiations on the 2023-2024 salary schedule, benefits under Article 12, and up to two (2) additional articles which may be selected by

each party (maximum of four), provided that one party gives the other written notice of its intention to reopen negotiations no later than May 31, 2020.

27.3 This Agreement shall be reopened for negotiations on the 2024-2025 salary schedule, benefits under Article 12, 2024-2025 calendar, and up to two (2) additional articles which may be selected by each party (maximum of four), provided that one party gives the other written notice of its intention to reopen negotiations no later than March 15, 2024.

27.4 Except as provided in Sections 27.2 and 27.3 of this Article, Section 18.5 of Article 18, and Section 22.2 of Article 22, this Agreement shall remain in full force and effect without further amendments unless the parties mutually agree otherwise.

ARTICLE 28 - DURATION

Length of Agreement: This Agreement shall be effective July 1, 2022 and remain in full force and effect up to and including June 30, 2025 and shall continue from day to day until such time as a new or modified Agreement is reached by the parties.

ARTICLE 29 – POSITION CLASSIFICATION PLAN

29.1 The Classified Service

29.1.1 Positions Included

All positions established by the Board of Trustees which are not exempt from the classified service by law or in Article I shall be a part of the classified service. All employees serving in these classified positions shall be classified employees. The employees and positions shall be known as the classified service.

29.1.2 Limited Term Positions and Employees

Limited Term Positions: Limited Term positions as used in this section shall mean any non-bargaining unit position providing a service upon the completion of which, the services required, or similar services will not be extended or needed on a continuing or annual basis.

Limited Term Employee: Any employee providing a service upon the completion of which, the services required, or similar services will not be extended or needed on a continuing or annual basis.

Limited term positions shall not exist for more than of 195 working days, or 75 percent of a school year including holiday, sick leave, vacation and other leaves of absence, irrespective of number of hours worked per day in each fiscal year.

If a limited-term assignment is filled for more than of 195 working days, or 75 percent of a school year including holiday, sick leave, vacation and other leaves of absence, irrespective of number of hours worked per day in each fiscal year, the assignment shall become a bargaining unit position and shall be posted as a vacancy in accordance with Articles 19 & 31 of this agreement.

The Assistant Superintendent of Personnel Services shall notify CSEA, Chapter 306, in writing prior to establishing any limited-term assignments.

This article shall not be interpreted to exclude the use of bargaining unit members working extra assignments/hours to fill limited term assignments. If a bargaining unit member is selected to serve in a limited-term assignment, CSEA and the District shall meet and negotiate the effects on that bargaining unit member.

29.2 General Classification Rules

29.2.1 Nature of the Classification Plan

The Governing Board shall establish and maintain a plan of classification for all positions in the classified service. Classes will be placed in groups according to general occupational nature and, within groups, shall be listed in series by specific occupation. The plan shall indicate the class(s) in each series which are usually filled by open competitive examination. Those classes not so designated shall be considered as promotional classes, provided that the Governing Board shall designate when it orders an examination whether the examination shall be open, promotional, or a combination of both. The list of classes shall contain designation of the salary rate or range applicable to each class.

29.2.2 Class Specifications

For each class of specifications, as initially established or subsequently approved by the Personnel Commission, there shall be established and maintained a class specification, which shall include:

- The official class title.
- A definition of the class, indicating the type of duties and responsibilities and placement within the organizational scheme.
- A statement of the typical tasks to be performed by persons holding positions allocated to the class.
- A statement of the minimum qualifications for service in the class. The minimum qualifications may include education, experience, knowledge, skills, abilities, and personal physical traits and characteristics, etc.
- License or other special requirements for employment or service in the class.
- Any additional qualifications considered desirable that any person considered for employment who possesses them may be given additional credit in the evaluation of their qualifications, even though such additional qualifications are not prerequisites for consideration for employment.

29.2.3 Classification of New Positions

Whenever a new position is created, the Assistant Superintendent of Personnel Services shall submit to the Superintendent or designee, in writing, the duties to be performed and the responsibilities to be assigned, which shall:

Classify the position and determine whether the position should be allocated to an existing class or to a new class.

If a new class is required, the Assistant Superintendent of Personnel Services shall submit to the Superintendent or designee recommendations of minimum qualifications. The Assistant Superintendent of Personnel Services shall notify CSEA, Chapter 306, in writing of the newly created position. The newly created position shall be appropriately negotiated with CSEA. Designation of proper salary placement shall be subject to the approval of the Board of Trustees.

29.2.4 Changes in the Duties of Positions

Before any substantial changes in the duties of existing positions can be assigned, these changes shall be appropriately negotiated with CSEA and approved by the Superintendent. If a change in classification is required, the Governing Board shall approve the change in duties for the position.

29.2.5 Temporary Assignment of Other Duties

- A. A regular classified employee may be required to work out of their assigned classification for a period not to exceed five working days in any fifteen calendar-day period without receiving any salary adjustment.
- B. When it has been determined that it is necessary to require a regular employee to work out of their assigned classification for a period of six (6) or more working days in any 15 calendar-day period the following provisions shall apply:

If the classified employee is temporarily assigned to a higher classification, the employee shall receive, on a pro rata basis, an adjustment in salary to the salary range of that classification, and then to the step of their range that will provide the employee at least a 5% increase above the employee's regular salary for the duration of the assignment. After the fifth day working in a higher classification, the salary adjustment shall be retroactive to the first day of the assignment of new duties and shall terminate the date the employee is no longer required to work out of his/her assigned classification.

If the employee is temporarily assigned to an equal or a lower classification, the employee shall receive a salary equal to that of their present assignment.

Working out of class assignments are designed for temporary situations and shall not be used to place an employee in a long-term or permanent assignment in a different classification.

The Personnel Commission shall be notified in writing for all employees who are required to work out of their assigned classification for more than five (5) working days in any fifteen (15) calendar-day period so they may review the need to create a new classification.

All requests for working out of class must first be approved by a supervisor. A claim for pay differential for working out of class shall be submitted to the Personnel Commission within thirty (30) days of assignment by the employee or the supervisor. The Personnel commission will notify the supervisor upon receipt of a claim submitted by an employee.

29.3 Reclassification

29.3.1 Reclassification of a position may be warranted:

1. If there is a significant proposed change in the types of duties and/or the level of responsibility of one or more job areas, where the duties or level of responsibility will be extended or needed on a continuing basis.
2. If there has been a gradual accretion of duties in a job classification, (meaning a natural growth in the number and/or scope of duties, not the volume of existing duties).
3. If the job description no longer accurately reflects the current duties of the position.

29.3.2 Reclassification Review Committee

1. In order to assure an efficient, fair and equitable Classification and Reclassification System, a standing advisory committee is hereby established to make recommendations to the Personnel Commission.
2. It is the intent of the Committee structure to complement the collective bargaining process and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations.
3. The Committee shall be composed of two (2) representatives appointed by the CSEA Chapter President and two (2) representatives appointed by the District. All Committee members must be current employees of the District.

29.3.3 Conflict of Interest

Any Committee member with a conflict of interest in any proposed or requested reclassification shall excuse themselves from the Committee during all consideration of issues relating to that position, including but not limited to all discussions, deliberations and votes. A conflict of interest requiring recusal exists when:

1. A Committee member is an immediate family member (as defined by Article 15.1 of this collective bargaining agreement (Bereavement Leave) of the incumbent of the position proposed or requested reclassification.
2. A Committee member has a conflict of interest as defined by Board Policy.
3. A Committee member whose request for reclassification is being reviewed by the Committee.
4. A Committee member has a close personal relationship with the member under consideration.
5. A Committee member has a financial interest as defined by Government Code §1090 and/or the Political Reform Act.
6. Other factors as determined by the Committee, such as worksite-based conflict of interest.

7. In the event of a conflict of interest as defined by this section, an alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.

29.3.4 Timelines

The Committee shall review reclassification requests received from employees annually as follows:

1. All completed forms must be received by the Human Resources Department between October 1st and December 15th, inclusive, to be considered for review within the same school year.
2. The Committee will not consider requests that were submitted and examined within the previous two (2) years unless significant changes in the job duties can justify such a review. An increase in the volume of work is not a valid reason for a reclassification.
3. Classifications must be established for a period of at least two (2) years before reclassification can be considered.

29.3.5 Procedures

1. A reclassification request may be initiated by the employee or their supervisor.
2. All requests for reclassification must be submitted on the ‘Classification Questionnaire’ forms and any supporting materials submitted to the Human Resources Department by the deadline for action. Forms are available from the Human Resources Department. An employee requesting reclassification shall not complete this form during their working hours.
3. If the employee initiates the request, the Committee shall provide a copy of the completed form to the immediate supervisor for review. The supervisor shall have up to twenty (20) working days to provide a response to the Committee. Following the immediate supervisor’s timely comments, the employee shall have up to twenty (20) working days to provide a timely response to the Committee.
4. Committee members are responsible for reviewing the classification questionnaire and any supporting materials submitted by the employee or immediate supervisor prior to the scheduled interviews, if any. A written statement from the next level administrator may also be reviewed. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
5. The Committee may, upon a majority vote, elect to conduct field interviews. Such field interviews shall be scheduled when all Committee members are available to participate, however, not all four are required. Individual Committee members shall have no authority to independently investigate the reasons for or against a reclassification.
6. An interview may be scheduled with the employee and immediate supervisor before the Committee. The purpose of the interview is to gather information and to clarify any ambiguities. In the event of a group reclassification request, it is preferable to interview all incumbents at the same time. The interview shall be scheduled during the affected employee’s non-work hours.
7. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group concerning the merit of the request(s) based on the guidelines for reclassification.

8. Committee members shall vote on a recommendation after considering the following information: the classification questionnaire and supporting materials submitted by the employee or supervisor, the response to the request from the immediate supervisor and employee's reply, the statement by the next-level administrator (if any), interviews (if any) with the affected employee and immediate supervisor, and information obtained in field interviews (if any).
9. The Committee shall forward its recommendations to the Personnel Commission for final determination.
10. The recommendations of the Committee and/or the outcome of a reclassification application shall not be subject to the grievance procedure. Only alleged violations of the procedure provided by this article shall be grievable.

Any reclassification application which is approved by both parties shall not be resubmitted for at least two (2) years following the Committee's decision; reclassifications that are not agreed to by the parties shall not be resubmitted for at least two (2) year following the Committee's decision.

ARTICLE 30 – APPLICATION AND EXAMINATION

30.1 Purpose and Character of Examinations

- A. The purpose of an examination is to provide equal opportunity for all qualified candidates to demonstrate their relative fitness in relationship to the skills, knowledge, abilities and traits required for the class.
- B. Examinations may be composed of an application screening, a written, oral, performance, assessment center, practical demonstration, or any combination necessary which meets such purpose.
- C. It is the intent of the Board of Trustees that the most appropriate method of testing be used which is both job related, which has the least adverse impact, with due consideration for factors of time and cost of administration.

30.1.1 Promotional Examination

Examinations shall, where practicable, as determined by the Personnel Commission, be limited to promotional applicants. When no promotional field of competition exists or when there is doubt of its adequacy, the Assistant Personnel Commission may order an open examination or a simultaneous open and promotional examination. Promotional examinations shall be restricted to permanent employees of the District. Permanent employees of the District who have been laid off for lack of work and/or lack of funds are eligible for promotional examinations for a period of 39 months after layoff.

30.1.2 When Held

Whenever it is necessary to fill existing or anticipated vacancies in the classified service and an appropriate eligibility list does not exist as determined by the Personnel Commission, the Personnel Commission shall direct the holding of an examination to provide eligibles. At least five working days' advance public notice of such examination shall be given except for those positions which the Personnel Commission has authorized as open and continuous testing. This

notice shall be posted on the bulletin board in the Personnel Commission office and notices shall be sent to all work sites for posting on their bulletin boards.

The notice of testing shall contain the following facts:

- a. Description and the scope of duties and responsibilities of the position and class.
- b. Minimum qualifications required.
- c. Salary and/or other form of compensation.
- d. The last date for filing an application.
- e. Such other information as will assist the employee and the public in fully understanding the nature of the employment and the procedures necessary to participate in the examinations.

30.1.3 Who May Compete

- A. Competitive examinations for positions in the classified service shall be open to all applicants who meet the minimum qualifications
- B. Employees of the District shall be given ample release time off to compete in examinations/interviews, providing their supervisor has been given ample notification. There shall be no deduction of pay or other penalty,
- C. Notification of examination/request for release time shall be provided to the supervisor no later than 24 hours prior to examination.

In the case of a work emergency preceding the release of the employee(s) for the examination/interview, a substitute may be authorized by the Assistant Superintendent of Personnel Services.

30.1.4 Notice to Qualified Applicants as to Examination Time

- A. Each applicant who has been approved to take the test shall be notified a at least three (3) work days in advance of the time, date, and place of the examination, and such notice shall be the applicant's authorization to take the examination.
- B. No candidate may be admitted to any examination without such authorization and further evidence of a person's identity may be required in the form of a driver's license or other identification with a picture.

30.1.5. Character of Examinations

- A. Examinations may be written or oral in the form of a practical demonstration of skill and ability or any combination of these. Any investigation of education, experience, character or identity, and test of technical knowledge, manual skill, or physical and mental fitness, which in the judgment of the Personnel Commission serves this end, may

be employed. Calculators will be permitted for accounting tests and will be provided by the Personnel Commission office.

- B. All questions used by oral interview boards in the establishing of eligibility lists will be presented to the Personnel Commission for review and approval.
- C. Applicants for Paraeducator positions will be given a proficiency test in accordance with California Education Code 45344.5 in order to qualify to work as Paraeducators.

30.1.6 Examination Procedures

The following procedures shall be explained to all candidates for tests administered by the Personnel Commission Office:

- A. Candidates must take the test on the prescribed date, time and place.
- B. No candidate may be admitted once the test instructions have begun.
- C. All necessary explanations shall be made to all candidates and no question shall be explained to a candidate individually.
- D. Proctors are forbidden to explain the meaning of or to make remarks relating to any question that may assist in its solution.
- E. The time limit, if any, shall be announced at the beginning of the test and the ending time shall be posted.
- F. Communication, assistance, etc., between candidates during a test is strictly prohibited.
- G. During a test, no candidate shall be permitted to leave the room except in case of emergency and only with the proctor's permission.
- H. No more than one person may be allowed to leave the room at any one time and none may temporarily leave the room once a candidate who has completed the test has left the room.
- I. All test materials, scratch paper, answer sheets, etc., shall be collected before a candidate is permitted to leave.

30.1.7 Late Test Administration

- A. Since examinations have a significant impact on a candidate and since there are extenuating circumstances which are often beyond a candidate's control, late test administrations may be authorized if test conditions can be closely reconstructed.
- B. If appropriate written proof is submitted, late test administrations may be granted in the following situations: when a test is scheduled and said date conflicts with a religious observance; if the candidate or a family member is ill; if there is a death in the family; if the candidate has been ordered to active military service for less than 31 days; when the candidate has been called to jury duty, or when the candidate has significant personal

business which if not conducted could lead to substantial financial loss. Any unusual request will be submitted to the Personnel Commission office for review.

- C. Written requests for late test administration must be submitted with verification of the reason for such request as soon as possible and will be granted depending upon a variety of circumstances in recreating the testing procedure.
- D. If a request of a late test administration is granted, the candidate will be required to sign a statement stating that they have not been in contact with any person who has taken the test or who had knowledge of the test content and that questions in the test had not been seen or discussed.

30.1.8 Examination Weighting

The relative weights of the different parts of the examination shall be determined by the Personnel Commission. All examination papers shall be prepared, administered and rated under the direction of the Personnel Commission.

30.1.9 Passing Score

Applicants may be required to attain a designated minimum score on each part or on combined parts of the examination to qualify for a position on the eligibility list.

30.1.10 Notice of Final Score

Each successful competitor shall be notified of their final score and of their relative standing on the eligibility list. Each candidate whose score was less than the required minimum shall also be notified that they did not successfully pass the examination.

ARTICLE 31– EMPLOYMENT LISTS

31.1 Eligibility Lists

31.1.1 Reemployment from Layoff Lists

- A. There shall be established for each class a reemployment list which shall take precedence over all other employment lists in appointment. This list shall contain the names of all permanent (non-substitute) classified service employees who have been laid off or demoted from any positions because of lack of work or lack of funds. Names shall be placed on the eligibility list according to seniority.
- B. After a period of 39 months from the date of layoff (or 63 months in the case of a reduction in class or hours), any name remaining on a reemployment list shall be removed.

31.1.2 Termination of Eligibility Lists

- A. An eligibility list is automatically terminated one year from the date of its approval unless previously extended by the Assistant Superintendent of Personnel Services.

- B. An eligibility list is automatically terminated two years after its approval unless previously terminated, or a new list for the class is established
- C. An eligibility list may be terminated by the Assistant Superintendent of Personnel Services when no eligible is available for appointment to a specific permanent position in a class or when there are fewer than three eligibles remaining on the list in its second year of existence.

31.1.3 Consolidation of Eligibility Lists

- A. If a new examination in a class is given during the first year of the life of an existing list, the examination shall be sufficiently similar to the previous examination to ensure the comparability of the scores of eligibles. The new list shall then be merged with the existing list with eligible ranked in the order of the examination score, plus additional points where applicable. Promotional lists shall be merged only with promotional lists, etc.
- B. When lists are consolidated under this rule, the earlier list shall be terminated one year after its establishment, and those eligibles' names shall be removed from the consolidated list. Unless the eligible's current passing test score is less than 5 years old at which point they will remain on the list.

31.1.4 Eligibility After Appointment

An eligibility list shall be used for full-time, part-time, regular and short-term assignments in a class. An eligible who accepts part-time employment shall be eligible to transfer to full-time employment,.

31.1.5 Removal of Names From Eligibility Lists

The name of an eligible may be removed from the eligibility list by the Personnel Commission for any of the following reasons:

- a. A written request by the eligible for removal.
- b. Failure to respond to a scheduled interview.
- c. Declining an employment offer
- d. If a Unit Member has been removed from an eligibility list, they may request to appeal the decision if the removal was improper. The request shall be submitted in writing to the Personnel Commission Director and is subject to ratification by the personnel Commission at its next meeting.

31.2 Certification for Employment Lists

31.2.1 Order of Precedence

The names of eligible Unit Members, who are available to accept employment, shall be certified for appointment from the following employment lists for the classification.

A. Reemployment (Layoff)

List of persons laid off or demoted due to lack of work or lack of funds shall be given preference to new applicants for a period of 39 months; employees who take voluntary reductions in assigned time or voluntary demotions in lieu of layoff are afforded an additional 24 months for a total of 63 months' reemployment rights.

B. Transfer/Voluntary Demotion:

List of persons who are transferring within the same classification or demotion from a higher classification.

C. Promotional candidate:

List of persons applying for a higher classification than the classification currently held.

D. Open Eligible candidate Hierarchy of the Certified Eligibility List

If there are three (3) or more eligible transfers or voluntary demotion candidates, the hiring authority must select from that list of Transfer/Voluntary Demotion candidates. If there are two (2) or less transfer/voluntary demotion candidates, the hiring authority must include the promotional candidates, if there are three (3) or more combined candidates the hiring authority must select from that list. If there are two (3) or less transfer/voluntary demotion/promotional candidates, the hiring authority must select an eligible candidate from the top three (3) ranks from the eligibility list (i.e., Certified Eligibility List). Rank hierarchy on the Certified Eligibility List is determined as follows:

Available layoff and reemployment list eligibles shall be reinstated before interviews.

Interviews shall be held for the top three (3) ranks from the transfer/demote or promotional lists. If there are not three (3) ranks of eligibles on the transfer/demote or promotional lists then the 1 or 2 ranks of promotional eligibles will be augmented/supplemented by 1 or 2 ranks of open eligibles to meet the required 3 ranks of those ready and willing.

The eligible(s) not selected shall have their names returned to the eligibility list, and the eligible selected will be removed from the eligibility list.

31.2.2 Waivers of Certification

- A. An eligible may, without penalty, make himself unavailable for certification to specific locations or shifts and to part-time or full-time positions and to limited term or permanent positions by notifying the Personnel Services office, in writing.
- B. Certification of eligibles who have made themselves unavailable shall not be made, provided that eligibles may revise or withdraw their unavailability in writing.
- C. An available eligible may waive certifications twice without penalty. At the time a third waiver is granted, an eligible shall have their name removed from the eligibility list.
- D. At the time an eligibility list is established, each eligible shall be notified of their responsibilities as an eligible.

31.2.3 Certification From a List for Another Class

If there is no eligibility list for the class in which the vacancy occurs, certification may be made from a list for another class at the same or higher level if the duties and qualifications of the class for which the examination was given include substantially all of the duties of the position to be filled, provided that the Assistant Superintendent of Personnel Services finds that the use of the list is in the best interest of the District and that the necessary skills and knowledge were adequately tested in the examination. If an eligible is appointed using this rule, the eligible shall retain their rights to the original list.

31.2.4 Duties of Eligibles

- A. It shall be the duty of every eligible to respond within five (5) working days after receiving the notice of certification. Failure of an eligible to respond will be deemed an automatic waiver of certification, per the Personnel Commission rules additional eligibles may be certified

31.3 Summer and Other Recess Period Appointments

When the Board establishes temporary appointments during the recess period between the regular August to June school year or during other recess periods during the school year, those positions shall be offered to regular employees of the District not regularly employed during these periods. Appointment to these positions shall be made first among permanent employees.

ARTICLE 32 – CHILD NUTRITION SERVICES TRAINING

The District shall provide current employees mandated Child Nutrition Services Training per the Healthy, Hungry – Free Kids Act of 2010. Each classified service employee will be provided a certificate or letter from the District indicating that they have successfully completed certification requirements.

APPENDICES

- 1. Classified Bargaining Salary Schedule**
- 2. Health and Welfare**
- 3. Index of Classifications**
- 4. Evaluation Form A**
- 5. Evaluation Form A – Paraeducator**
- 6. Evolution Form B**
- 7. Professional Growth Program**
- 8. Leave Request Form**
- 9. Leave of Absence Request Form**
- 10. Catastrophic Leave- Employee Requesting Donation**
- 11. Catastrophic Leave- Irrevocable Deposit Form**
- 12. Formal Grievance Coversheet**



Barstow Unified School District
Classified Bargaining Salary Schedule (CCSEA)

Effective 7/1/2023

Incorporates 7% increase retro to 7/1/2023

Board Approval: 10/10/2023

Range	Longevity Increase (Years of Service)												Range
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	
	9.00	13.00	17.00	21.00	25.00	29.00	33.00						
19	\$17.70	\$18.45	\$19.23	\$20.05	\$20.90	\$21.79	\$22.72	\$23.68	\$24.68	\$25.73	\$26.82	\$27.97	19
20	\$18.14	\$18.91	\$19.71	\$20.54	\$21.42	\$22.33	\$23.28	\$24.27	\$25.31	\$26.38	\$27.50	\$28.67	20
21	\$18.59	\$19.38	\$20.20	\$21.06	\$21.96	\$22.89	\$23.86	\$24.88	\$25.94	\$27.04	\$28.18	\$29.38	21
22	\$19.06	\$19.86	\$20.70	\$21.59	\$22.50	\$23.47	\$24.46	\$25.50	\$26.58	\$27.71	\$28.89	\$30.12	22
23	\$19.53	\$20.36	\$21.23	\$22.13	\$23.07	\$24.05	\$25.07	\$26.14	\$27.24	\$28.41	\$29.61	\$30.87	23
24	\$20.02	\$20.87	\$21.75	\$22.68	\$23.65	\$24.65	\$25.70	\$26.79	\$27.93	\$29.11	\$30.36	\$31.64	24
25	\$20.52	\$21.39	\$22.30	\$23.25	\$24.24	\$25.26	\$26.34	\$27.46	\$28.62	\$29.84	\$31.12	\$32.43	25
26	\$21.04	\$21.92	\$22.86	\$23.83	\$24.85	\$25.89	\$27.00	\$28.14	\$29.34	\$30.59	\$31.89	\$33.24	26
27	\$21.56	\$22.47	\$23.43	\$24.43	\$25.47	\$26.55	\$27.67	\$28.85	\$30.08	\$31.35	\$32.69	\$34.08	27
28	\$22.10	\$23.04	\$24.01	\$25.04	\$26.10	\$27.21	\$28.37	\$29.57	\$30.83	\$32.14	\$33.50	\$34.92	28
29	\$22.65	\$23.61	\$24.61	\$25.66	\$26.75	\$27.88	\$29.07	\$30.31	\$31.60	\$32.95	\$34.34	\$35.80	29
30	\$23.22	\$24.20	\$25.23	\$26.30	\$27.42	\$28.59	\$29.80	\$31.07	\$32.39	\$33.77	\$35.20	\$36.69	30
31	\$23.80	\$24.80	\$25.86	\$26.96	\$28.11	\$29.30	\$30.55	\$31.84	\$33.20	\$34.60	\$36.08	\$37.61	31
32	\$24.40	\$25.42	\$26.50	\$27.64	\$28.80	\$30.03	\$31.31	\$32.65	\$34.03	\$35.47	\$36.98	\$38.55	32
33	\$25.00	\$26.07	\$27.17	\$28.32	\$29.53	\$30.78	\$32.09	\$33.46	\$34.88	\$36.36	\$37.91	\$39.52	33
34	\$25.63	\$26.72	\$27.85	\$29.03	\$30.27	\$31.55	\$32.89	\$34.29	\$35.75	\$37.27	\$38.85	\$40.51	34
35	\$26.27	\$27.38	\$28.55	\$29.76	\$31.02	\$32.35	\$33.72	\$35.15	\$36.65	\$38.20	\$39.83	\$41.52	35
36	\$26.92	\$28.07	\$29.26	\$30.51	\$31.80	\$33.15	\$34.56	\$36.03	\$37.56	\$39.15	\$40.82	\$42.55	36
37	\$27.60	\$28.77	\$29.99	\$31.27	\$32.59	\$33.98	\$35.43	\$36.93	\$38.50	\$40.14	\$41.84	\$43.62	37
38	\$28.29	\$29.49	\$30.74	\$32.05	\$33.41	\$34.83	\$36.31	\$37.86	\$39.46	\$41.14	\$42.89	\$44.72	38
39	\$29.00	\$30.23	\$31.51	\$32.85	\$34.24	\$35.70	\$37.21	\$38.80	\$40.45	\$42.17	\$43.96	\$45.83	39
40	\$29.71	\$30.98	\$32.29	\$33.67	\$35.10	\$36.59	\$38.15	\$39.77	\$41.46	\$43.22	\$45.06	\$46.97	40
41	\$30.46	\$31.76	\$33.11	\$34.51	\$35.97	\$37.50	\$39.10	\$40.77	\$42.50	\$44.30	\$46.18	\$48.15	41
42	\$31.22	\$32.55	\$33.93	\$35.37	\$36.88	\$38.45	\$40.08	\$41.78	\$43.56	\$45.41	\$47.34	\$49.35	42
43	\$32.00	\$33.36	\$34.79	\$36.26	\$37.80	\$39.41	\$41.08	\$42.83	\$44.65	\$46.55	\$48.52	\$50.59	43
44	\$32.81	\$34.20	\$35.65	\$37.16	\$38.74	\$40.39	\$42.10	\$43.90	\$45.76	\$47.71	\$49.73	\$51.85	44
45	\$33.62	\$35.05	\$36.54	\$38.09	\$39.72	\$41.40	\$43.16	\$44.99	\$46.91	\$48.90	\$50.97	\$53.15	45
46	\$34.46	\$35.93	\$37.45	\$39.04	\$40.70	\$42.44	\$44.24	\$46.12	\$48.08	\$50.12	\$52.26	\$54.47	46
47	\$35.32	\$36.83	\$38.39	\$40.02	\$41.72	\$43.50	\$45.35	\$47.27	\$49.28	\$51.38	\$53.56	\$55.83	47
48	\$36.21	\$37.75	\$39.35	\$41.02	\$42.77	\$44.59	\$46.48	\$48.46	\$50.51	\$52.67	\$54.90	\$57.23	48
49	\$37.12	\$38.69	\$40.34	\$42.05	\$43.84	\$45.70	\$47.64	\$49.67	\$51.78	\$53.98	\$56.27	\$58.67	49
50	\$38.04	\$39.65	\$41.34	\$43.10	\$44.93	\$46.84	\$48.83	\$50.91	\$53.07	\$55.33	\$57.68	\$60.13	50
51	\$38.99	\$40.65	\$42.37	\$44.18	\$46.05	\$48.01	\$50.05	\$52.18	\$54.40	\$56.71	\$59.12	\$61.63	51

Classified

HSA 1	Delta Dental		Delta w/Ortho		Delta w/Ortho & Implants	
	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium
Single	\$ 1,041.86	\$ 104.19	\$ 1,082.86	\$ 108.29	\$ 1,049.86	\$ 104.99
Employee + Spouse	\$ 5,441.10	\$ 544.11	\$ 5,520.10	\$ 552.01	\$ 5,454.10	\$ 545.41
Employee + Child	\$ 3,099.18	\$ 309.92	\$ 3,178.18	\$ 317.82	\$ 3,112.18	\$ 311.22
Employee + Child/ren	\$ 3,791.18	\$ 379.12	\$ 3,924.18	\$ 392.42	\$ 3,816.18	\$ 381.62
Family	\$ 7,788.36	\$ 778.84	\$ 7,921.36	\$ 792.14	\$ 7,813.36	\$ 781.34
HMO 20	Delta Dental		Delta w/Ortho		Delta w/Ortho & Implants	
	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium
Single	\$ 897.86	\$ 89.79	\$ 938.86	\$ 93.89	\$ 905.86	\$ 90.59
Employee + Spouse	\$ 4,661.10	\$ 466.11	\$ 4,740.10	\$ 474.01	\$ 4,674.10	\$ 467.41
Employee + Child	\$ 3,819.18	\$ 381.92	\$ 3,898.18	\$ 389.82	\$ 3,832.18	\$ 383.22
Employee + Child/ren	\$ 4,511.18	\$ 451.12	\$ 4,644.18	\$ 464.42	\$ 4,536.18	\$ 453.62
Family	\$ 5,928.36	\$ 592.84	\$ 6,061.36	\$ 606.14	\$ 5,953.36	\$ 595.34
HMO 30	Delta Dental		Delta w/Ortho		Delta w/Ortho & Implants	
	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium
Single	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee + Spouse	\$ 2,057.10	\$ 205.71	\$ 2,136.10	\$ 213.61	\$ 2,070.10	\$ 207.01
Employee + Child	\$ 1,407.18	\$ 140.72	\$ 1,486.18	\$ 148.62	\$ 1,420.18	\$ 142.02
Employee + Child/ren	\$ 2,099.18	\$ 209.92	\$ 2,323.18	\$ 223.22	\$ 2,124.18	\$ 212.42
Family	\$ 2,364.36	\$ 236.44	\$ 2,497.36	\$ 249.74	\$ 2,389.36	\$ 238.94
Trfo HMO 30	Delta Dental		Delta w/Ortho		Delta w/Ortho & Implants	
	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium
Single	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee + Spouse	\$ 101.10	\$ 10.11	\$ 180.10	\$ 18.01	\$ 114.10	\$ 11.41
Employee + Child	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee + Child/ren	\$ 275.18	\$ 27.52	\$ 408.18	\$ 40.82	\$ 300.18	\$ 30.02
Family	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Kaiser	Delta Dental		Delta w/Ortho		Delta w/Ortho & Implants	
	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium	Annual Premium	Tenthly Premium
Single	\$ 1,233.98	\$ 123.40	\$ 1,274.98	\$ 127.50	\$ 1,241.98	\$ 124.20
Employee + Spouse	\$ 6,620.10	\$ 662.01	\$ 6,699.10	\$ 669.91	\$ 6,633.10	\$ 663.31
Employee + Child	\$ 5,265.66	\$ 526.57	\$ 5,344.66	\$ 534.47	\$ 5,278.66	\$ 527.87
Employee + Child/ren	\$ 5,957.66	\$ 595.77	\$ 6,090.66	\$ 609.07	\$ 5,982.66	\$ 598.27
Family	\$ 8,485.20	\$ 848.52	\$ 8,618.20	\$ 861.82	\$ 8,510.20	\$ 851.02



**BARSTOW UNIFIED SCHOOL DISTRICT
INDEX OF ACTIVE CLASSIFICATIONS
JOB TITLE AND RANGE
(Effective 06-04-2020)**

<u>CLASSIFIED MANAGEMENT</u>	<u>RANGE</u>	<u>INFORMATION TECHNOLOGY</u>	<u>RANGE</u>
Business Manager/Chief Business Official	CCMSS68	Network Systems Specialist	51
Director-Classified Personnel	CCMSS64	Network/Computer Technician	43
Director-Facilities, Maintenance & Operations	CCMSS59	Student Information Systems Tech.	43
Director-Nutrition Services	CCMSS52	Information Technology Support Asst.	33
Director-Fiscal Services	CCMSS59		
Director-Purchasing & Warehouse	CCMSS52	<u>INSTRUCTION</u>	
Director-Risk Management & Safety	CCMSS59	Paraeducator-Special Needs	26
Director-Technology & Information	CCMSS59	Paraeducator-Com. Handicapped	26
Public Information Officer	CCMSS48	Paraeducator-English Language Learner	25
		Computer Lab Assistant	25
		Paraeducator	24
<u>ACCOUNTING</u>		<u>LIBRARY/MEDIA</u>	
Fiscal Services Technician	40	Instructional Media Center Technician	40
School Accounting Technician	37	Library/Media Technician	31
Nutrition Services Support Specialist	37	Library/Media Assistant	26
<u>CLERICAL/SECRETARIAL</u>		<u>MAINTENANCE</u>	
Senior Executive Assistant (Range 53)	55*	HVAC Technician	43
Executive Assistant (Range 48)	50*	Electrician	42
Projects Technician	41	Plumber	39
Administrative Assistant-School	39	Welder	39
Administrative Assistant-Department	39	Locksmith	38
Technology Assessment & Curriculum	39	Electronic Repair Technician	38
Pupil Services Technician	32	Painter	38
Secretary	31	Maintenance Worker II	35
Senior Office Assistant	29	Maintenance Worker I	33
Substitute Caller/Receptionist	25		
Office Assistant	25	<u>PRINTING SERVICES</u>	
<u>CUSTODIAL</u>		Printing Services Technician	34
Lead Custodian	33	<u>PURCHASING</u>	
Custodian	27	Buyer	40
<u>FOOD SERVICE</u>		<u>SECURITY</u>	
Lead Nutrition Svcs. Worker-Nutrition Svcs.	33	Campus Safety Assistant	26
Lead Nutrition Svcs. Worker-BHS	28	<u>STUDENT SERVICES</u>	
Nutrition Services Chef	26	Career Technical Education Specialist	37
Nutrition Services Worker III	24	Guidance Office Support Technician	37
Nutrition Services Worker II	21	Child Welfare & Attendance Technician	37
Nutrition Services Worker I	19	Outreach Liaison Bilingual	37
<u>GROUNDSD</u>		Registrar	37
Lead Grounds Maintenance Worker	34	Career Center Technician	32
Grounds Maintenance Worker	28	Translator/Interpreter-Spanish-English	32
<u>HEALTH</u>		<u>TRANSPORTATION</u>	
Licensed Vocational Nurse	38	Delivery Driver	31
Health Assistant	27	Nutrition Services Delivery Driver	31
<u>HUMAN RESOURCES</u>		<u>WAREHOUSE</u>	
Credentials Technician	46	Warehouse Worker	33
Human Resources Technician	37		

*Confidential Employees

DUE DATE:
Probation Ends:

BARSTOW UNIFIED SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES
 3 Mos. 5 Mos. Perm

Full Name: _____
Report for: _____ thru _____
Class Title: _____
Name of Department or School: _____

CHECK ONLY THOSE FACTORS WHICH APPLY TO THE EMPLOYEE'S POSITION	Below Work Performance Standards	Meets Work Performance Standards	Exceeds Work Performance Standards	If "Below Work Performance Standards" is checked, Form B must be filled out. If "Meets or Exceeds Work Performance Standards" suggestions or comments are optional.
1. QUALITY OF WORK				SUGGESTIONS OR COMMENTS:
A. Job Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Accuracy/Implementation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Neatness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Thoroughness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. QUANTITY OF WORK				
A. Volume of output	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Extent to which work schedules are met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. WORK HABITS AND ATTITUDES				
A. Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Planning/Organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Compliance with instructions, rules and regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
F. Ability to work without immediate supervision.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. PERSONAL QUALITIES				
A. Judgment/Decision Making	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Adaptability to emergencies and new situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. RELATIONS WITH OTHERS				
A. Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Pupils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. SUPERVISORY ABILITY (IF APPLICABLE)				
A. Leadership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Decision making	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Training and instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Planning and assigning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Supervising and subordinates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
F. Evaluating performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Productivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
H. Resource Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. ADDITIONAL COMMENTS				
A.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. OVERALL WORK PERFORMANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

It is understood that, in signing the Performance Evaluation Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. If he/she so desires, the employee may attach a written statement. A copy of this evaluation and any attachments will be placed in your personnel file.

SIGNATURE OF SUPERVISOR/ADMINISTRATOR

TITLE

DATE

SIGNATURE OF EMPLOYEE

TITLE

DATE

ORIGINAL - PERSONNEL

COPY - EMPLOYEE

COPY - SUPERVISOR

DUE DATE:
Probation Ends:

**BARSTOW UNIFIED SCHOOL DISTRICT
 PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES**

3 Mos. 5 Mos. Permanent

Full Name:
Class Title: Paraeducator
Report For: thru
Name of Department or School:

CHECK ONLY THOSE FACTORS WHICH APPLY TO THE EMPLOYEE'S POSITION	Below Work Performance Standards	Meets Work Performance Standards	Exceeds Work Performance Standards	If "Below Work Performance Standards" is checked, Form B must be filled out. If "Meets or Exceeds Work Performance Standards" suggestions or comments are optional.	
1. ATTITUDE CONDUCT AND GROWTH					
A. Maintains a program of development of knowledge and abilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SUGGESTIONS OR COMMENTS:	
B. Observes professional ethics; respects ideas of others; does not reveal confidential information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
C. Supports established policies and directives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
D. Performs required school and district routines and responsibilities on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
E. Participates in activities related to the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2. PERSONAL ATTRIBUTES					
A. Dresses appropriately, is neat in appearance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
B. Demonstrates tact, poise, and good judgment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
C. Demonstrates initiative, vigor, and vitality in performance of duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
D. Is regular in attendance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
E. Has a friendly and positive personality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
F. Demonstrates emotional stability.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3. RELATIONSHIPS BETWEEN					
A. Paraeducator-Pupil: Has student cooperation and respect, is fair and impartial and likes and respects children.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
B. Paraeducator-Staff: Works cooperatively with other personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
C. Paraeducator-Administrator: Is willing to accept positive suggestions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
D. Paraeducator-Community: Cooperates with local groups as directed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
E. Paraeducator-Teacher: Cooperates in planning and follows through; performs work commensurate with the goals of the classroom teacher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4. PREPARATION AND PLANNING					
A. Carries out the teacher's plan for learning experience.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
B. Makes necessary arrangements in advance for materials and equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
C. Makes good use of resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
D. Is creative and adaptable in providing a variety of learning experiences at the teacher's discretion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5. CLASSROOM ASSISTANCE					
A. Contributes to neat room environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
B. Helps to maintain the classroom in a healthful, safe manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
C. Assists with classroom routines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
D. Handles routine discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
E. Helps maintain a classroom environment conducive to learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6. TECHNIQUES OF INSTRUCTION					
A. Demonstrates knowledge, understanding and skill of subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
B. Encourages efficient study habits.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

C. Uses materials and methods according to the interests, needs and abilities of the group and individual.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. PUPIL RECORDS				
A. Maintains records of pupil's progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Maintains cumulative records in a professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Assists pupils in consistently appraising their own work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Does assigned work accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. OVERALL WORK PERFORMANCE				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

It is understood that, in signing the Performance Evaluation Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. If he/she so desires, the employee may attach a written statement. A copy of this evaluation and any attachments will be placed in your personnel file.

SIGNATURE OF SUPERVISOR/ADMINISTRATOR TITLE DATE

SIGNATURE OF EMPLOYEE TITLE DATE

ORIGINAL - PERSONNEL

COPY - EMPLOYEE

COPY - SUPERVISOR

Draft

Employee's Name:

**BARSTOW UNIFIED SCHOOL DISTRICT
BELOW WORK PERFORMANCE STANDARDS
FORM B**

(To be utilized by Supervisors and managers when an employee receives any "Below Work Performance Standards" ratings on Form A of the Performance Evaluation Reports)

1. This employee's specific deficiencies are: (from Evaluation Form A)

2. This employee has already received the following assistance:

3. This employee will receive the following assistance in the future:

4. This employee is required to meet the following expectations:

5. This employee must correct these deficiencies in performance by:
6. This evaluation conference was held on:
7. The next evaluation conference shall take place on or about _____, however, unscheduled evaluations may occur sooner.

Supervisor Signature/Administrator Date

Reviewer Signature (if applicable) Date

Employee's Signature Date

This signature indicates that the employee has seen and discussed the evaluation report, but does not necessarily indicate complete agreement with all factors of the evaluation. A copy of this evaluation will be placed in your permanent personnel file.

ORIGINAL - PERSONNEL COPY - SUPERVISOR COPY - EMPLOYEE

PC 107-B

**Barstow Unified School District
Classified Employee Professional Growth Program
APPLICATION**

Name: _____ Site/Department: _____
Position Title: _____ Date: _____
Work Phone: _____ Home Phone: _____
Date Hired by the District: _____ Years in Current Position: _____

Career Plan:

To be considered for professional growth assistance per the CSEA/District Agreement, the employee must submit a career plan as part of the application process. Please use the space below to outline your career goal with the District which demonstrates benefit to the District. Describe the course work and/or vocational training needed to achieve your goals.

Career Goal (attach extra pages if needed):

Benefit to the District:

Description of Course Work/Vocational Training:

Cost estimates for each Quarter or semester. PLEASE be sure to estimate, in each semester/quarter, the cost of tuition and textbooks for classes you plan to take. You will not qualify for reimbursement in a semester/quarter that is left blank.

SUMMER 20 _____	FALL _____	WINTER 20 _____	SPRING 20 _____
_____	_____	_____	_____
_____	_____	_____	_____

Total \$ amount requested: _____

**Please attach a letter of recommendation from a current administrator/supervisor
with direct knowledge of work performance.**

*Repayment of financial assistance received from Barstow USD will be required, with interest, if employee
fails to remain with Barstow USD for a minimum of 1 year (annual allotted funds <\$1,000)
or 2 years (annual allotted funds >\$1,000).*

Employee Signature: _____ Date: _____

Barstow Unified Leave Request Form

Employee name: _____ Date: _____

Date(s) of Absence

From: _____ To: _____ Total hours: _____

Type of Leave:

Vacation (classified only)

Personal Business
Must give 24 hrs notice. See CSEA Contract 15.7 for explanation of what constitutes as Personal Business.

Sick

Personal Necessity

Worker's Comp

Authorized Absence

Jury Duty (must provide pink slip)

Bereavement for (name/relationship): _____

Personal Leave Without Pay

Compensatory Time (classified only)

I UNDERSTAND THAT ANY ABSENCE IN EXCESS OF AVAILABLE AUTHORIZED LEAVE MAY BE CHARGED AS LEAVE WITHOUT PAY

Employee signature: _____ Date: _____

Administrator/Supervisor signature _____ Date: _____

Absence unauthorized due to: _____



REQUEST FOR LEAVE OF ABSENCE

Barstow Unified School District

Our Best Choice is Academic Success!

Section 1: PERSONAL INFORMATION – To be completed by the Employee.			
Last Name:	First Name:	Last 4 of SSN:	
Home Address:			
Phone Number:	Position Title:	Hrs Work/Per Day:	
School/Department:			
Section 2: EMPLOYEE MUST CHECK THE TYPE OF LEAVE AND PROVIDE DOCUMENTATION, AS INDICATED.			
I wish to apply for an absence from service, for the period and reason indicated:		Start Date:	
		End Date:	
Is this for - <input type="checkbox"/> Consecutive Days <input type="checkbox"/> Intermittent Days			
All Family Medical Leave Act (FMLA)/CA Family Leave Act (CFRA) requests must have medical certification attached.			
V	Type of Leave (Serious Health Condition)	Documentation Required	
<input checked="" type="checkbox"/>	Personal Illness/Injury	Certification from Medical Physician/Provider	
<input type="checkbox"/>	Spouse/Child/Parent Illness	Certification from Medical Physician/Provider for Family Member's Illness	
<input type="checkbox"/>	Pregnancy (Maternity)	Certification from Medical Physician/Provider	
<input type="checkbox"/>	Parental/Child Bonding	Certification from Medical Physician/Provider Date of Birth of Child: _____ (Must be taken within 1 year of birth).	
<input type="checkbox"/>	Adoption/Placement of Foster Child	Letter of Placement	
<input type="checkbox"/>	Military Caregiver	Certification of Serious Illness or Injury of Covered Service Member	
<input type="checkbox"/>	Military Exigency	Certification of Qualifying Exigency	
Personal Leave (Not FMLA eligible or not FMLA related)			
<input type="checkbox"/>	Medical (non-FMLA)	Certification from Medical Physician/Provider	
<input type="checkbox"/>	Other. Specify:	Attach supporting documentation	
<p><i>A leave of absence is normally leave without pay/unpaid leave. Paid leave (accrued sick leave, vacation, personal business) may be used for all or a portion of the leave, in accordance with appropriate policies/contracts.</i></p> <p>_____ I wish to use all my accrued paid leave, as indicated below. OR _____ I wish to use my accrued Sick Leave (SL) Only.</p>			
1. Hours of accrued sick leave:	2. Hours of accrued vacation:	3. Hours of accrued PB:	4. Other:
Employee's Signature:		Date:	
Section 3: APPROVAL/DENIAL OF LEAVE REQUEST (To be completed by Personnel Services)			
The above employee has informed me of their request:			Date:
Immediate Supervisor's Signature:			Date:
For FMLA/CFRA:	Your request for leave has been:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Personal Leave:	Your request for leave has been:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Superintendent or Designee Signature:			Date:
<p><small>Certificated: The Barstow Education Association (BEA) contract and Education Code allows unpaid leaves of absence for permanent certificated employees. (Article 16) Classified: California School Employees Association (CSEA) allows an employee to request an unpaid leave of absence for a maximum of one year, subject to District approval, except for military leave as provided for in Education Code. (Article 15). Education Code 45195 allows a permanent employee of classified service who has exhausted all entitlement of sick leave, vacation, personal business, compensatory overtime, or other available paid leave, and who is absent because of non-industrial accident or illness, to request additional unpaid leave not to exceed six months.</small></p> <p><small>A leave of absence will not be approved for a period of less than one month. A leave of absence will only be approved for a period longer than six months to allow a certificated person to take a leave of absence for a school year. All other requests for a leave of absence may be approved for a six month period. The Board of Trustees may approve one additional six month period but not to exceed a total of 12 months. (Contract language, Personnel Commission Rules and Regulations, Board Policy and Education Codes will be followed.</small></p>			

Barstow Unified School District
Personnel Services

CATASTROPHIC LEAVE PROGRAM
Request for Donation of Leave

An employee who is, or whose family member is suffering from a catastrophic illness or injury, and who has used up all accrued leave and all extended benefits granted under Education Code section 44977 as a result of said catastrophe, may request donations of accrued vacation or sick leave credits under the catastrophic leave program, as described in Board Policy and Administrative Regulation 4161.9.

Pursuant to the above provisions, I request a maximum of _____ hours be deposited, if needed, to my personal leave allowance.

I agree to hold harmless the District and Association for any and all claims and liabilities arising out of performance of Board Policy 4161.9 of the Barstow Unified School District.

Please attach verification of catastrophic illness or injury. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury. (Education Code 44043.5)

I understand that when the necessary verification and determinations are made, the transfer of accrued vacation/sick leave credits are subject to approval by the Superintendent or Designee of Barstow Unified School District.

Dated this _____ day of _____, 20_____.

Printed Name of Employee

Social Security Number

Signature of Employee

Telephone/Cell Number

Approved Disapproved

Superintendent or Designee

Date

Barstow Unified School District
Personnel Services

CATASTROPHIC LEAVE PROGRAM
Irrevocable Deposit

This deposit to the District's Catastrophic Leave Program for participating District Employees is made pursuant to the provisions of Education Code 44043.5, and Board Policy and Administrative Regulation 4161.9, 4261.9, and 4361.9.

I hereby irrevocably deposit to the District's Catastrophic Leave Program _____ days / hours of my accumulated sick / vacation leave, to be credited to:

Name of Employee Donation is for: _____

I understand that the aforementioned number of days of paid leave will be deducted from my accrued sick/vacation leave. I further understand that my deposit is irrevocable and cannot be rescinded for any reason whatsoever, and upon re-employment I shall not be entitled to receive credit pursuant to Education Code 44043.5 for days previously deposited into the Catastrophic Leave Program.

I understand that in order to donate sick leave days, I must maintain a minimum of the amount of sick leave I am eligible to receive in one year.

I agree to hold harmless the District and Association for any and all claims and liabilities arising out of performance of Board Policy and Administrative Regulation 4161.9, 4261.9, and 4361.9 of the Barstow Unified School District.

Printed Name of Employee Making Donation

Last Four Digits/Social Security Number

Signature of Employee

Dated this _____ day of _____, 20 _____

Approved Disapproved

Superintendent or Designee

Date

cc: Payroll

Appendix ____
Formal Grievance Coversheet

Barstow Unified School District/CSEA
Per Article 16 of the Collective Bargaining Agreement

- The Formal Grievance coversheet is to be used for all levels of the formal grievance process.
- All documents will be attached to this coversheet and will be submitted to the Human Resource Office.

Name of Grievant	Date of Alleged Occurrence
Name of Administrator	
Indicate the specific article(s) of the Agreement that has been violated	

Please insert the appropriate dates and check off each stage as it is completed. At any point where the grievance is resolved please sign and date the final line.

<p>Level 1 Grievance Process (Shall be filed within 10 working days after the occurrence)</p> <ul style="list-style-type: none"> ▪ Date of informal grievance submission _____ ▪ Timeline date for completion of the Level One Grievance _____ ▪ Resolution reached. Date _____
<p>Level 2 Grievance Process (Shall be filed within 10 working days after the level 1 response)</p> <ul style="list-style-type: none"> ▪ Date of informal grievance submission _____ ▪ Timeline date for completion of the Level Two Grievance _____ ▪ Resolution reached. Date _____
<p>Level 3 Grievance Process (Shall be filed within 10 working days after the level 2 response)</p> <ul style="list-style-type: none"> ▪ Date of informal grievance submission _____ ▪ Timeline date for completion of the Level Two Grievance _____ ▪ Resolution reached. Date _____
<p>Resolution Reached. Date _____</p>

Attach final resolution or arbitrator's decision, if arbitration is the final level.

Grievance: Level 1

Grievant:	Representatives:
Division:	Department:
Immediate Supervisor:	Administrator:
Contract Article(s), Section(s) and Paragraph(s) allegedly violated:	
Date of Occurrence:	
Nature of Grievance (Be Specific) what happened:	
Who was involved: (Give names and job titles)	
Where did it occur: (Specify location)	
Adverse Effect Upon Grievant:	
Results from Informal Conference:	
Date of Informal Conference:	
Resolution sought by Grievant:	
Grievant's Signature	Date
Manager/Administrator's Response	
Manager/Administrator's Signature	Date

Grievance: Level 2

Grievant:	
Division:	Department:
Superintendent/Designee:	
A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISION GIVEN BY THE ADMINISTRATOR AT LEVEL 1 MUST BE ATTACHED TO THIS FORM	
Reason for Appeal:	
Grievant Signature:	Date:
Superintendent or Designee response:	
Date Appeal Received:	
Superintendent/Designee Signature:	Date
Title:	

Grievance: Level 3

Grievant:	
Division:	Department:
Superintendent/Designee:	
A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISIONS FROM LEVEL 1 AND 2 MUST BE ATTACHED TO THIS FORM.	
Specific Reason for this appeal:	
Request of Grievant to submit to Arbitration Date:	
Grievant Signature:	Date:

Original to HR

Copy to: Grievant & Association