

**AGREEMENT BETWEEN**

**SISKIYOU COUNTY SUPERINTENDENT OF SCHOOLS AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS**

**CHAPTER #611,**

**SISKIYOU COUNTY OFFICE OF EDUCATION**

**July 1, 2023 - June 30, 2026**

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**ARTICLE 1**  
**AGREEMENT**

- 1.1 This is an Agreement made and entered into by and between the Siskiyou County Superintendent of Schools (herein referred to as "Superintendent") and the California School Employees Association and its Chapter #611, Siskiyou County Office of Education (herein referred to as "CSEA"), pursuant to Government Code Chapter 10.7, commencing with Section 3540.
- 1.2 The Superintendent and CSEA agree to exchange openers for negotiations via email prior to October 31 of each year.

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The Superintendent first confirmed its recognition of the CSEA as exclusive representative of that unit of classified positions previously filed with the Public Employment Relations Board (PERB), per action on September 24, 1987. Since September 24, 1987, the unit of classified positions represented by the CSEA has changed. The classified positions within the representation unit are listed on the salary schedule (Appendix A). All newly created classified positions, except those lawfully designed as management, confidential or supervisory, shall be added to the representation unit by mutual agreement between the Superintendent and the CSEA subject to the rules of PERB.
- 2.2 This Agreement applies only to Superintendent of Schools Classified unit members included in said representation unit.

### **ARTICLE 3**

#### **SUPERINTENDENT RIGHTS**

- 3.1 It is understood and agreed that the Superintendent retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 3.2 The Superintendent's exercise of its powers, rights, and authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 It is agreed and understood that no grievance shall be filed solely on the basis of an alleged violation of this Article.

**ARTICLE 4**  
**UNIT MEMBER RIGHTS**

- 4.1 The Superintendent and the CSEA recognize the right of unit members to form, join and participate in lawful activities of unit member organizations, and the equal alternative right of unit members to refuse to form, join and participate in unit member organizations' activities.

**ARTICLE 5**  
**CONCERTED ACTIVITIES**

- 5.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the Superintendent by the CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 5.2 The CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the Superintendent by unit members who are represented by the CSEA, the CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- 5.3 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the Superintendent.
- 5.4 It is agreed and understood that the Superintendent of Schools shall not lock out unit members.

**ARTICLE 6**  
**ORGANIZATIONAL SECURITY**

**6.1**     **CHECKOFF**

**6.1.1**     Pursuant to Education Code Section 45168, SCOE will deduct the normal and regular monthly CSEA membership dues as voluntarily authorized in writing by the bargaining unit member.

**6.1.2**     Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization. The employee organization shall be responsible for processing such requests. The Superintendent shall rely on the information provided by the employee organization to cancel or change authorizations, and the employee organization shall indemnify the Superintendent for any claims made by the employee for deductions made in reliance on that information.

**6.1.3**     The Superintendent shall execute any new, changed, or discontinued deduction during the next pay period commencing fifteen (15) days or more after the submission is received by the Superintendent's representative.

CSEA agrees to submit any information needed by CSEA or its delegates to fulfill the provisions of this Article within ten (10) calendar days of request. Superintendent agrees to remit monthly, within thirty (30) days following the date of deduction, all representational fees deducted from unit members. The Superintendent shall provide a list of bargaining unit members for whom deductions have been made with the payment of representational fees withheld. Using a secure FTP client, SCOE will submit at the end of each month, a file of all new hires in the bargaining unit during that month and every four (4) months (at the end of September, January & May), a file of the complete bargaining unit. The File type shall be Excel (.xls or .xlsx) format.

**6.2**

**6.2.1**     Any bargaining unit member may sign and deliver to the Superintendent an assignment authorizing deduction of membership dues, initiation fees, and general assessments of CSEA. Any application received by the Superintendent for membership to CSEA, shall be promptly forwarded the chapter President or designee. The authorization shall continue each year until revoked in writing by CSEA.

**ARTICLE 6**  
**ORGANIZATIONAL SECURITY**

SCOE shall provide payroll deduction service for bargaining unit members for tax sheltered annuities, credit unions, life insurance, and any other deductions provided for in the California Education Code, Section 45168.

**6.2.2** Any requested changes to a bargaining unit member's membership status with CSEA will be forwarded to CSEA. CSEA shall then inform Superintendent in writing of changes in membership for any current member or person eligible for membership. Notifications received by SCOE on or before the 15th of the month will be processed and implemented for that month's payroll. Notifications received after the 15th of the month will be processed and implemented on the following month's payroll. CSEA may request to meet and confer with Superintendent on any changes to the deduction rates, amounts, assessments, or other obligations.

**6.3**

**6.3.1** As a condition of the effectiveness of this article and pursuant to Education Code Section 45168, CSEA fully indemnify and hold Superintendent harmless and shall provide prompt, full reimbursement to Superintendent for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges which are brought against Superintendent in connection with the administration or enforcement of any section in this article. This indemnification, hold harmless and reimbursement provision shall apply to any claims made by an employee or any individual or organization on the employee's behalf for payroll deductions made by Superintendent based on information provided by CSEA regarding the authorization of individual employees for payroll deductions.

**6.3.2** CSEA shall notify Superintendent of any changes in its dues structure within thirty (30) days of notifying any member.

**ARTICLE 7**  
**NON-DISCRIMINATION**

7.1           The Superintendent and the CSEA agree that they shall not unlawfully discriminate against unit members in the administration of the Agreement because of race, age, sex, religion, national origin, physical handicap, or lack of participation in lawful CSEA activities.

## ARTICLE 8

### CSEA RIGHTS

- 8.1 The CSEA shall have the right to access to areas in which unit members work, subject to the following procedures and conditions. All CSEA business, discussion and activities shall be conducted by unit members and CSEA officials outside of unit members' assigned duty times.
- 8.2 The CSEA may use Superintendent of Schools facilities when not otherwise in use for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act, consistent with Superintendent regulations for use of facilities.
- 8.3 The CSEA may use unit member mailboxes and unit member bulletin board spaces.
- 8.4 Within thirty (30) days of final execution of the Agreement, the Superintendent shall print and distribute copies of the Agreement to all unit members plus two additional copies to be sent to CSEA. The Superintendent shall provide all newly employed unit members with a copy of the Agreement.
- 8.5 Up to four (4) CSEA members shall receive reasonable release time for joint contract negotiation meetings. It is agreed that such bargaining sessions shall be scheduled by mutual agreement.
- Employees on the CSEA negotiation team may request and shall be provided up to one hour of release time each month to discuss matters related to collective bargaining.
- 8.6 Notices required by this Agreement or by law shall be delivered in writing, either by hand or First Class or Certified U.S. mail, to the last known address of the CSEA Chapter President, and to the assigned CSEA Labor Relations Representative.

## ARTICLE 9

### GRIEVANCE PROCEDURE

#### 9.1

##### **Definitions:**

9.1.1 A "grievance" is an allegation by a grievant or CSEA that there has been a misinterpretation, misapplication or violation of the specific provisions of this Agreement.

9.1.2 A "grievant" is a unit member of CSEA, covered by the terms of this Agreement. A grievant is also the CSEA if at each level of the grievance the CSEA specifies the names(s) of the unit member(s) who is/are allegedly adversely affected as described in Section 9.1.1.

9.1.3 A "day" is any day in which the central administrative office is open for business.

#### 9.2

##### **Informal Level**

9.2.1 Within thirty (30) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

#### 9.3

##### **Formal Level**

9.3.1 **Level I.** Within ten (10) days after the informal conference, if the grievant is not satisfied with the disposition of the informal conference, she/he must present the grievance in writing to the supervisor. The grievance shall consist of

(1) a clear and concise statement of the problem; (2) the specific provision of the Agreement involved; and (3) the specific remedy sought, (4) the names of the unit members allegedly affected by the alleged violation or misapplication of the specific provisions of this agreement; (5) the date and the decision rendered at the informal conference.

9.3.1.1 The immediate supervisor shall communicate her/his decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

9.3.1.2 Within the above time limits, either party may request a personal conference. If the supervisor does not respond within the time lines, then such nonresponse is deemed a denial of the grievance and the grievant has the right to proceed to the next grievance level.

9.3.2 **Level II - Mediation.** If the grievant is not satisfied with the decision at Level I then either the CSEA or the Superintendent may submit the grievance to mediation through the State Mediation and Conciliation Service. A copy of the request for mediation shall be sent to the other party.

9.3.2.1 The Superintendent and the CSEA shall thereupon secure the services of a mediator from the California State Mediation and Conciliation Service.

9.3.2.2 During the pendency of mediation, the time lines for further processing of the grievance shall be stayed.

9.3.3 **Level III.**

9.3.3.1 In the event the grievance is not submitted to mediation or in the event that the grievance is submitted to mediation and the grievant and CSEA are not satisfied with the decision at the prior level, the grievant and the CSEA may appeal the decision in writing with five (5) days after completion of Level II, to the Superintendent.

9.3.3.2 The Superintendent alone has the power to render a final and binding determination of a grievance.

## 9.4

### Miscellaneous

9.4.1 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the CSEA.

9.4.2 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file by any participants.

9.4.3 Failure by the grievant to timely file a grievance or appeal within the time lines set forth in this article, shall be deemed to be a dismissal and withdrawal of the grievance. Time is of the essence of all the provisions of this article.

9.4.4 The CSEA is entitled to reasonable release time for representation of unit members during any level of the grievance procedure. Unit members shall notify immediate supervisor in advance of such release time.

9.4.5 Time limits in the policy may be extended by mutual written agreement between the grievant and the Superintendent.

9.4.6 Any unit member may present grievances in accordance with this Article without the intervention of the CSEA, so long as the adjustment is reached prior to mediation and is not inconsistent with the terms and

conditions of this Agreement and further provided that the Superintendent shall not agree to a resolution of the grievance until the CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- 9.4.7 If the same complaint or substantially the same complaint is made by more than one (1) unit member party only one (1) unit member, on behalf of the unit member and other complainants, may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance.
- 9.4.8 The filing of a grievance shall in no way interfere with the right of the Superintendent to proceed in carrying out its management responsibilities, subject to the final determination of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive pending the final determination of the grievance.
- 9.4.9 Nothing herein shall be construed to limit the right of a unit member to discuss informally the grievance with the Superintendent or designee.

**ARTICLE 10**  
**COMPENSATION**

**For the 2023-2024 school year, and effective July 1, 2023, the Superintendent shall increase all unit member salaries by 6%.**

**\$500 one-time payment in November 2023**

**All Salary Schedules will receive 10% on Step 1 and 8% on Step 2**

**For the 2024-2025 school year, and effective July 1, 2024, the Superintendent shall increase all unit member salaries by 2%.**

**\$1,000 one-time payment in November 2024**

10.1 Newly employed unit members who commence employment after July 1, 2005 shall be placed on the salary schedule commensurate with their experience, and at the discretion of the Superintendent. If the Superintendent intends to place an employee higher than Step 10, there will be a consultation with the CSEA negotiations team in committee with SCOE. A unit member who is temporarily assigned by the Superintendent or designee to perform the duties and responsibilities of a position of a higher classification for a period of time which exceeds five (5) working days within a fifteen (15) calendar day period shall receive the rate of pay of the high classification for the entire period of time of such temporary assignment. A unit member so assigned shall be placed on the step of the salary range in the high classification which represents an increase of at least five percent (5%) above the current rate. However, in no event, shall a unit member be paid more than the top step of the salary range of the higher classification.

This paragraph applies to unit members who commence work on or after July 1, 2005. Step movement will occur on July 1 of each school year unit members who were employed on or before the previous March 31. Unit members who commenced employment on or after April 1, i.e. April 1-June 30 shall not move a step on the salary schedule until the second July 1 following the date of commencement of employment. For example, if a unit member was first employed on January 1, 2006 she/he would move a step on the salary schedule 7 months later on July 1, 2006. If the unit member was first employed by the Superintendent on May 1, 2006 she/he would move a step on the salary schedule 14 months later on July 1, 2007.

Effective July 1, 2005, the anniversary date for all current employed unit member is July 1.

A unit member who is reclassified to a high salary range shall be placed on the step of a new salary range in the higher classification which represents an increase of at least five percent (5%) above the current rate. However, in no event shall a unit member be paid more than the top step of the salary range in the higher classification. Unit members so reclassified shall advance one step on the salary schedule on July 1 of the subsequent school year if they were reclassified before April 1, and if they were reclassified on or after April 1, they shall move one step on the salary schedule on the second succeeding July 1.

10.2

**Insurance Benefits**

A. The Superintendent shall pay premiums for insurance coverage for full time unit members (eight (8) hour unit members) as follows:

Combined Medical/Dental: \$1,300 per month

Life: full cost of premium for \$10,000 term life policy.

Premiums are prorated for employees employed for less than full time. The Office shall make available the IRS Section 125 Plan for unit members.

Participation and coverage in the insurance programs is subject to the applicable rules of the insurance provider which may change from time to time.

B. The above Superintendent of Schools premium contributions for medical and dental insurance coverage shall be prorated for part-time members based upon the number of regularly assigned work hours as compared to eight (8). The Superintendent will continue to pay prorated premium contributions during the summer months.

C. It is agreed and understood that any premium costs for the above plans not covered by the Superintendent of Schools premium contributions shall be borne by the unit member by automatic payroll deduction.

D. In order to participate in the insurance programs the unit member must satisfy all conditions required by the insurance carrier or provider. Currently the insurance carrier requires that all unit members employed full time must be covered by such insurance and therefore premiums in excess of the maximum monthly premium contribution set forth above will be paid by the unit member by automatic monthly payroll deduction as described in paragraph 10.2 C.

Additionally, the insurance carrier may require the unit member to be employed for a specified minimum number of hours per day or week in order to be able to receive prorated insurance contributions as described in Section 10.2 B.

10.3

**Insurance Benefits**

A. The Superintendent shall pay premiums for insurance coverage for full time unit members (eight (8) hour unit members) as follows:

Combined Medical/Dental: \$1,300 per month

Life: full cost of premium for \$10,000 term life policy.

Premiums are prorated for employees employed for less than full time. The Office shall make available the IRS Section 125 Plan for unit members.

Participation and coverage in the insurance programs is subject to the applicable rules of the insurance provider which may change from time to time.

B. The above Superintendent of Schools premium contributions for medical and dental insurance coverage shall be prorated for part-time members based upon the number of regularly assigned work hours as compared to eight (8). The Superintendent will continue to pay prorated premium contributions during the summer months.

C. It is agreed and understood that any premium costs for the above plans not covered by the Superintendent of Schools premium contributions shall be borne by the unit member by automatic payroll deduction.

D. In order to participate in the insurance programs the unit member must satisfy all conditions required by the insurance carrier or provider. Currently the insurance carrier requires that all unit members employed full time must be covered by such insurance and therefore premiums in excess of the maximum monthly premium contribution set forth above will be paid by the unit member by automatic monthly payroll deduction as described in paragraph 10.2 C.

Additionally, the insurance carrier may require the unit member to be employed for a specified minimum number of hours per day or week in order to be able to receive prorated insurance contributions as described in Section 10.2 B.

10.4

**Automobile Mileage Expense Reimbursement**

A unit member who is authorized in advance to use her/his personal automobile in the performance of duties shall be reimbursed at the established IRS rate per mile. In order to receive reimbursement, unit member must complete the Siskiyou County Office

of Education Reimbursement Claim form within fifteen (15) days of the date the unit member used his/her personal automobile.

**10.5 Unit Member Expense Reimbursement**

Unit members shall be reimbursed for reasonable and necessary expenses for out-of-county travel. Prior to travel, unit member must complete and sign a Siskiyou County Office of Education Travel Request form and obtain approval of supervisor, and superintendent or assistant superintendent. In order to receive reimbursement for expenses, unit member must complete the Siskiyou County Office of Education Reimbursement Claim form and submit the original receipts for expenses claimed within fifteen (15) days of the date the expenses were incurred.

**10.6 Professional Growth**

The Professional Growth Award Program is to improve job related skills. It should provide for unit member growth, versatility and encourage on-going participation in formal education and training.

A. Professional Growth is taking place if:

1. The classes/courses/workshops reflect increased knowledge, understanding and skills in the unit member's regular assignment.
2. The classes/courses/workshops develop an understanding and awareness of fields closely related to the unit member's area of activity.

B. Professional Growth Committee

1. A committee shall be formed for the purpose of evaluating activities acceptable for professional growth.
2. The committee shall consist of two (2) Bargaining Unit Members and two (2) Administrators. The appointment and length of service of these members shall be established by their respective groups.
3. The committee shall determine whether or not the activity proposed by the unit member qualifies for professional growth as described in paragraph 10.6 A. The decision of the committee is final. If the committee is deadlocked (two-two) then the Superintendent shall make the final decision.

C. Determination of Unit/Course Value

1. This program is based on the accumulation of semester units. The units/credits are those stipulated by the presenter/institution.

2. Where semester unit are not specified: eight (8) hours will equal one-half (1/2) semester unit and fifteen (15) hours will equal one (1) semester unit. Hours can be accumulated.

3. Unit members having received advance approval from the committee, will receive a one-time \$100 payment for each 15 semester unit block completed up to the maximum of sixty (60) semester units or an A.A. degree, for a total of \$600. Upon the unit member's receipt of an A.A. degree then the unit member shall receive an annual stipend of \$400 each year thereafter commencing on July 1 of the school year after which the unit member actually receives the A.A. degree.

4. The following annual stipends shall be paid to unit members who possess, or hereafter earn, having received advanced approval of the committee the following degrees:

A.A. Degree	\$600 annual stipend or
B.A. Degree	\$1,200 annual stipend or
M.A. Degree	\$2,400 annual stipend or
Doctorate Degree	\$3,600 annual stipend

4.1 Second Language Fluency Stipend (At the discretion of the Superintendent.)

Second Language Fluency	\$600 Stipend
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5. Unit members having received advance approval from the committee for continuing education or professional growth classes will receive one semester unit for each 15 verified seat hours completed during any twelve months.

6. Unit members anticipating to complete any of the aforescribed thresholds necessary to be paid the aforescribed amounts shall notify the human resources manager no later than February 1 of the school year if they intend to complete such units by June 30 of that same school year. Failure to complete such notice will result in a one-year delay in payment of the aforescribed stipends.

#### D. Professional Growth Program Procedures

1. Bargaining Unit members must submit an application (Intent to Participate in the Professional Growth Program) to the Professional Growth Committee. This application will include the class/course/workshop title, description and possible units. The unit member and the committee shall retain a copy so that a Professional Growth file may be formulated for the applicant. Upon approval of the

Intent to Participate in the Professional Growth Program and the appropriate filing, the unit member is then in a position to begin earning units under the program.

2. These classes/courses will occur outside of regular working hours and outside of work mandated and compensated training and workshops.

3. Prior to enrolling in courses or participating in activities designed to earn Professional Growth credit, the unit member must submit a "Professional Growth Request for unit Approval" form to the committee for approval. Upon the approval of the committee, the unit member may then participate in the activity in question. In the event time does not permit the unit member to obtain the necessary approval from the Professional Growth Committee, the unit member must then submit the Professional Growth Request form to the committee as soon as possible. The committee may then decide whether or not to approve the completed course work. It must be noted that courses taken or activities entered into without the committee's approval risk the possibility of disapproval.

4. The committee shall respond to the unit member's application with 30 days.

5. It is the responsibility of the unit member to submit verification of the completion of all course work and the credit attained. The course must be completed with a grade of "C" or better, or in the case of "Pass/Fail" courses, a "Pass" must be earned. This verification shall be submitted to the committee within 90 days after the course is completed. Evidence will consist of official transcripts. In the event the unit member attended a workshop, evidence may be verified by receipt, flyer, announcement or instructor's verification.

6. Upon completion of a fifteen (15) semester unit block, a unit member must re-initiate the process as described at the beginning of Section D in order to continue to participate. In the event a unit member expects to have excess units upon the completion of a fifteen (15) semester unit block, the unit member should re-initiate the Professional Growth process as early as possible in order to allow the excess units to be credited to a new fifteen (15) semester unit block. All forms that are not completed or not accurate, will be returned to the unit member within 30 days.

7. After the committee has verified the completion of course work, the one-time payment will be granted. The unit member MUST have given the committee notice of intention to receive a Professional Growth payment no later than February 1 of the preceding school year by using the Intent to Receive Professional Growth form. (This procedure is necessary in order for the Superintendent of Schools to make appropriate budget provisions).

10.7

**Transportation**

Due to limited number of available substitute transportation employees, the Superintendent will offer current Teacher Assistants the opportunity to obtain their Class B with passenger endorsement and the Bus Driver Certificate. The Superintendent will bear the cost of the training, physical and license.

10.7

**Air Ambulance**

The Superintendent will provide Cal-Ore Life Flight insurance (air medical services) for each unit member.

## ARTICLE 11

### HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

#### 11.1

##### **Work Week and Work Day**

- 11.1.1 Full-time employment for unit members consists of a forty (40) hours week rendered in units of eight (8) hours. The work week shall consist of up to five (5) consecutive work days for all unit members, rendering service averaging four (4) hours or more per day during the work week.
- 11.1.2 The work day and work week for all unit members shall be established and regularly fixed by the Superintendent. Except in the event of an emergency, any change in the work week or starting time of the work shift of greater than sixty (60) minutes shall be negotiated with the CSEA. County shall provide thirty (30) days notification prior to any change taking place unless agreed upon by the CSEA.
- 11.1.2 a Clarification of extended time: Unit members who work extended time will be paid for the actual hours worked at their regular hours rate of pay (not overtime) because extended time is time in excess of the unit member's regular assigned work shift which does not exceed 8 hours in any one day.
- 11.1.2 b Minimum days will be consistent with extended time policy.
- 11.1.3 A part-time unit member who is assigned by the Superintendent to work a minimum of thirty (30) minutes per day in excess of her/his regular assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours for the purposes of fringe benefit proration, but it is specifically understood that the assignment of such extra time shall be temporary and may be reduced or eliminated at any time, without cause or hearing, upon five (5) days written notice from the Superintendent to the unit member unless the Superintendent so advises the unit member, in writing, that such increase in assigned time is permanent.

**11.2 Meal Period**

Unit members who render service of at least six (6) consecutive hours shall be provided a non-compensated meal period of thirty (30) to sixty (60) minutes as per site, uninterrupted. The supervisor shall assign the meal period to be taken as soon after the conclusion of four (4) hours of service as possible.

**11.3 Rest Period**

A fifteen (15) minute compensated rest period shall be provided for unit members for each four (4) hour period of service. This rest period shall be taken at the direction of the supervisor at or near the mid-point of each four (4) hour period of service.

**11.4 Overtime Compensation**

11.4.1 Overtime compensation shall be provided to unit members who are assigned to work in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week with the approval of immediate supervisor.

11.4.2 For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.

11.4.3 Unit members with a work week of five (5) consecutive work days averaging four (4) hours or more per day shall receive overtime compensation for work to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week.

11.4.4 Unit members who average work day is less than four (4) hours shall receive overtime compensation for work to be performed on the seventh (7th) day following the commencement of the work week.

11.4.5 Unit members eligible to receive overtime compensation shall be compensated equal to time and one-half of the unit member's regular rate of pay or by agreement between the Superintendent and the unit member, shall receive compensatory time off at time and one-half at the unit member's regular rate of pay.

11.4.6 Unit members shall take compensatory time off within six (6) months of when the overtime service was rendered with the approval of the immediate supervisor. In the event the unit member does not take such compensatory time off within said period, she/he shall receive the appropriate cash compensation for the overtime service rendered.

11.4.7 Unit members shall be responsible for maintaining their time cards showing time of arrival for work, meal period and time of departure and any absences from work. Unit members shall sign their time cards. The signature of a unit member on a time card indicates that the information thereon is true and correct.

**11.5 Paid Training Days**

Teacher Assistants, Teacher Assistant/Drivers and Teacher Assistant/Bus Drivers will receive two (2) days of paid mandatory training during their work year. Days and subject of trainings will be determined by the Superintendent or Designee.

Employee paid status begins from the employee's regularly assigned work site and ends at the work site for any mandatory meetings the employee is required to attend.

**11.6 Extended School Year**

Additional work for the extended school year for provision of mandated special education services shall be offered and assigned consistent with the County Office of Education policy, which is available at the Human Resources Office and online.

**ARTICLE 12**  
**HOLIDAYS**

12.1 The following shall be the holiday schedule for unit members:

New Year's Day  
Martin Luther King Day  
Lincoln's Day  
President's Day  
Memorial Day  
July 4th  
Labor Day  
Veteran's Day  
Admission Day (the Wednesday before Thanksgiving) Thanksgiving Day  
The day following Thanksgiving Day  
Christmas Day

12.2 To be entitled to any of the above paid holidays, a unit member must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday period. Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

12.3 If a day other than September 9 (Admission Day) is negotiated as a holiday, a unit member shall be entitled to the alternative paid holiday if she/he were in paid status during any portion of the working day preceding or succeeding the regular Admission Day holiday.

12.4 When one of the above holidays falls on a Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.

**ARTICLE 13**  
**VACATION**

13.1 Paid vacation leave shall accrue in any school year for unit members at the following rate:  
Completion of 1 -3 years of service ..... 10 work days  
Completion of 4 -10 years of service ..... 15 work days  
Completion of 11 or more years of service ..... 20 work days

13.2 Upon separation from service, a unit member shall be entitled to a lump sum compensation for all earned and unused vacation, except unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

13.3 A holiday falling within a vacation period shall not constitute a vacation day.

13.4 Requests to schedule vacation must be submitted by the unit member to his/her immediate supervisor or designee for approval at least 24 hours in advance when scheduling one (1) day of vacation and five (5) working days in advance when scheduling two (2) or more days of vacation. The immediate supervisor or designee shall approve or deny the request to schedule one (1) day of vacation on the same working day as the request is submitted. The immediate supervisor or designee shall approve or deny the request to schedule two (2) or more days of vacation within five (5) working days of the day the request is submitted.

13.5 A-Teacher Assistants, Driver/Teacher Assistants, Bus Driver/Teacher Assistants and Resource Aides will take their vacation during Christmas and Spring breaks. If the unit member in any one of these classes has earned additional vacation as provided for in 13.1, the unit member will be compensated at her/his regular rate of pay. These classes of unit members will receive pay for accrued vacation in their monthly paychecks.

- The Media Technician and Secretarial positions designated by the Superintendent shall take a portion of vacation earned during Christmas break so that the office at 609 South Gold Street, Yreka, California may be closed during Christmas break.

13.6 Vacation will be taken in increments of no less than one (1) hour.

- 13.7 No vacation time shall be credited for any month in which the unit member is absent for more than one-half (1/2) of such month if the unit member is on leave of absence without pay.
- 13.8 No vacation with pay is allowable to short-term, substitute hourly employees.

## ARTICLE 14

### LEAVES

#### 14.1

##### **Sick Leave**

- 14.1.1 Full-time unit members shall be entitled to twelve (12) days of leave for absence for illness or injury each year. Sick leave shall be taken in increments of no less than one half (1/2) hour.
- 14.1.2 Unit members employed less than five (5) days a week and/or less than a full fiscal year are entitled to Sick Leave as follows:
- A. A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that portion of twelve (12) days leave of absence for illness or injury as the number of months she/he is employed bears to twelve.
- B. A unit member employed less than five (5) days a week shall be entitled, for a fiscal year of service, to that portion of twelve (12) days leave of absence for illness or injury as the number of days she/he is employed per weeks bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that portion of leave to which they are entitled.
- 14.1.3 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member worked during the day of absence.
- 14.1.4 At the beginning of each fiscal year, the full amount of Sick Leave granted under this section shall be credited to each unit member. Credit for Sick Leave need not be accrued prior to taking such leave. However, a new unit member of the Superintendent shall not be eligible to take more than six (6) days, or the proportionate amount entitled to, until the first day of the calendar month after completion of six months of active service with the Superintendent. If a unit member 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.
- 14.1.5 Unit members shall notify their immediate supervisor or designee as far in advance as possible of taking any Sick Leave.
- 14.1.6 Unit members returning to work from Sick Leave after surgery or serious illness or injury, upon the request of the Superintendent, must provide a doctor's release, certifying medical permission to

return to work. The Superintendent may require a doctor's statement verifying use of Sick Leave in case of an absence of greater than three (3) consecutive work days of more than three (3) absences in any fiscal year coinciding with a holiday, vacation and/or a weekend.

- 14.1.7 When a unit member terminates and more Sick Leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- 14.1.8 When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due to the unit member for any month in which the absence occurs shall not exceed the sum actually paid any unit member employed to fill the position during the absence.

## **14.2 Bereavement Leave**

- 14.2.1 A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary, for the death of any member of her/his immediate family. If travel out of state or travel of more than 300 miles one way is required, a unit member shall be entitled to a maximum of two (2) additional days paid Bereavement Leave.
- 14.2.2 Member of the "immediate family" is defined as parent, grandparent, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law or sister-in-law, or any person permanently living the immediate household of the unit member.

## **14.3 Jury Duty**

- 14.3.1 A unit member is entitled to leave to appear for Jury Duty. Such Jury Duty shall include service on a trial jury or a criminal grand jury. A unit member shall receive her/his regular pay, less any amount received for jury fees, exclusive of allowed mileage, parking or meal expense reimbursement.
- 14.3.2 Prior notification as far in advance as possible, shall be given to the Superintendent or designee and the Superintendent of Schools absence reporting form shall be completed by the unit member upon return to duty.

- 14.3.3 In the event a unit member is excused from Jury Duty and can return to work prior to the last half of his/her work day, the unit member shall return to work and provide service as assigned.
- 14.3.4 This section 14.3 "Jury Duty" does not apply to service on a civil grand jury and only applies to service on a trial jury and criminal grand jury.

#### **14.4**

##### **Industrial Accident and Illness Leave**

- 14.4.1 A unit member, upon the first day of service, shall be entitled to Industrial Accident or Industrial Illness Leave of absence for up to sixty (60) working days in a fiscal year from the same accident and shall commence the first (1st) day of absence.
- 14.4.2 Leave of absence under this provision shall not be accumulated from year to year. When the Industrial Accident and Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due her/him for the same illness or injury.
- 14.4.3 Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salary.
- 14.4.4 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the unit member.
- 14.4.5 Industrial Accident and Illness Leave is to be used in lieu of Sick Leave. When entitlement to Industrial Accident and Illness Leave has been exhausted, entitlement to Sick Leave shall then be used. If a unit member is receiving a temporary disability indemnity, the unit member shall be entitled to utilize only so much of her/his accumulated Sick Leave and Vacation leave which, when added to her/his temporary disability indemnity, will result in a payment to her/him of no more than her/his full salary. During any paid leave of absence, the unit member shall endorse to the Superintendent the temporary disability indemnity checks received on account of her/his industrial accident or illness. The superintendent in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.

- 14.4.6 Unless travel outside of California is authorized by the County Board of Education, unit members receiving benefits under this provision during a period of illness or injury shall remain in the State of California. This provision does not apply in case of approved medical treatment.
- 14.4.7 The Superintendent may require a written statement from a medical doctor verifying a unit member's absence under this leave and her/his ability to return to work. Upon such verification to return to work from an absence under this leave, a unit member shall be entitled to return to a position within the same classification.

## **14.5**

### **Personal Necessity Leave**

- 14.5.1 Up to seven (7) days of Sick Leave may be used by unit members at the unit member's election for personal necessity for the following purpose:
- A. Death of a member of the unit member's immediate family when additional leave is required beyond that provided in the Bereavement Leave policy.
  - B. An accident involving the unit member's person or property, or the person or property of a member of her/his immediate family.
  - C. Appearance in court as a litigant or witness under subpoena.
  - D. Serious illness of a member of the immediate family of the unit member which requires a personal presence of the unit member during work time.
  - E. Imminent danger to the unit member's home occasioned by an event such as earthquake, flood, fire or other disaster.
  - F. Other serious circumstances which a unit member cannot reasonably be expected to disregard and which occur during working hours.
  - G. One (1) personal necessity day may be used for participation in professional development programs such as conferences, meetings, classes or workshops with the Superintendent's permission.

- H. Unit members who are required to render service during the Christmas recess may use up to four (4) days of personal necessity leave when the central office located on Gold Street is closed during the Christmas recess.
  - I. A unit member may take up to, but not exceeding, two (2) of the seven (7) days of personal necessity leave as "no tell" days and need not disclose the reason for the use of such days on the leave of absence form, provided that such days shall not be used for union activities.
- 14.5.2 The unit member must follow Superintendent of Schools procedures for absence request and reporting.
- 14.5.3 For the purpose of this section, "member of the immediate family" shall be as defined in Section 14.2.2.
- 14.5.4 Personal necessity leave shall be taken in increments of no less than one half (1/2) hour.
- 14.5.5 Unit members shall submit a request for Personal Necessity leave on the form customarily used for Leave of Absence requests. The unit member's supervisor shall respond in writing within five (5) working days after it is received. The unit member must, in all circumstances, submit a request to use "No Tell" days at least five (5) days in advance on the form customarily used for Leave of Absence requests. The unit member must submit a request to use Personal Necessity leave under Section 14.5.1 C, D, G and H, if time permits at least five (5) working days in advance. No Tell days and Personal Necessity leave are not available to employees who have exhausted their accumulated full pay sick leave. No Tell days and Personal Necessity leave may not be used after regular full pay sick leave has been exhausted. Personal Necessity leave and No Tell days may not be used if an employee would have received differential pay.

## **14.6**

### **Attendance Acknowledgment**

While Siskiyou County Superintendent of Schools does not discourage its employees from using their sick leave when ill or personal necessity time when necessary it wants to acknowledge those unit members who consistently perform their job duties with little to no time off.

Unit members who have used no more than six (6) days of sick leave, including personal necessity leave, between July 1 and June 30 of the preceding year shall be notified by August 15 and credited one additional day to their vacation leave balance for the current year. Personal necessity leave used because of mandatory office/school closures will be exempt from the days counted.

**14.7 Pregnancy Disability Leave**

Unit members are entitled to use Sick Leave for disabilities caused or contributed by pregnancy, miscarriage, childbirth and recovery therefrom, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; provided that such statement verifies that such leave is for disability and not for the purpose of child care or other non-disability purposes.

**14.8 Child-Care Leave**

- 14.8.1 Unit members may be granted parental Child-Care Leave of up to one (1) school year for the purpose of preparing for the caring of a newly born or newly adopted child.
- 14.8.2 Such leave is without pay and benefits of any kind.
- 14.8.3 Except in the event of unforeseen or emergency circumstances, request for such leaves must be made at least forty-five (45) days prior to the requested beginning date.

**14.9 Personal Leave (unpaid)**

- 14.9.1 Unpaid leave may be approved at the discretion of the Superintendent or designee for reasons not specified under other leave provisions of these policies.
- 14.9.2 Advance approval is required. Requests are to be made on the appropriate Superintendent of Schools form. Leave taken without approval shall be considered unauthorized leave.
- 14.9.3 One full day's pay shall be deducted from the unit member's salary and insurance benefits for each day of unauthorized leave taken.
- 14.9.4 Unit members granted such leave may continue Superintendent of Schools insurance coverage at their own expense with the approval of the carriers and in compliance with Superintendent of Schools procedures for payment.

**14.10 Notification of Family Care and Medical Leave**

- 14.10.1 This notification is provided to the unit members. This section
- 14.10 is not subject to the article entitled Grievance. This information is provided for notification purposes only. Unit members may be eligible for unpaid leave under the Family Medical Leave Act and/or the California Family Rights Act, subject to certain qualifying circumstances.
- 14.10.2 Since the Federal and State laws have different regulations, definitions and benefits which will probably change in the future, the unit member should contact the personnel director or the CSEA field representative for further information.

**14.11 Additional Vacation**

While Siskiyou County Superintendent of Schools does not discourage its employees from using their sick leave when ill or personal necessity time when necessary, it wants to acknowledge those unit members who consistently perform their job duties with little to no time off. Unit members who have used no more than six (6) days of sick leave, including personal necessity leave, between July 1 and June 30 of the preceding year shall be notified by August 15 and credited one additional day to their vacation leave balance for the current year. Personal necessity leave used because of mandatory office/school closures will be exempt from the days counted.

**14.12 Catastrophic Leave**

- 14.12. For the purposes of this article the following terms are defined as follows:
- (a) "Catastrophic Illness" or "Injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off.

(b) "Eligible Leave Credits" means Vacation leave and Sick Leave accrued to the donating Unit member.

- (1) Eligible Leave Credits may be donated to a unit member for a catastrophic illness or injury if all of the following requirements are met:
  - (a) The unit member who is, or whose family member is, suffering from a Catastrophic Illness or Injury as required by the superintendent or designee.
  - (b) The Superintendent or designee determines that the unit member is unable to work due to the unit member's or his or her family member's Catastrophic Illness or Injury.
  - (c) The unit member has exhausted all accrued paid leave credits.

14.12.2 A unit member who has been continuously employed by the Superintendent for five (5) years and who has exhausted his/her entire balance of Sick Leave, Vacation leave and all other paid leaves, if any, and who has been absent from work for twenty (20) consecutive working days (including time off from work on Sick Leave) due to an illness or injury which is not covered by Industrial Accident and Illness Leave, Section 14.4 (the qualified unit member) is eligible for the benefits of this article. A unit member who is absent from work under the provision of Section 14.4, Industrial Accident and Illness Leave, is not a qualified unit member under this article and is not eligible for the benefits of this article.

14.12.3 Upon the written request of the qualified unit member to the Superintendent or designee, the Superintendent or designee shall issue to all unit members a "call for donations" for Eligible Leave Credits. The "call for donations" shall specify the name of the requesting qualified unit member. Unit members may, within twenty (20) days of the issuance of the "call for donations," respond thereto and request in writing that the Superintendent transfer to the qualified unit member up to, but no greater than, five (5) days of Eligible Leave Credits from the responding unit member to the qualified unit member. A maximum of ten (10) days per school year per responding unit member may be

- donated. The responding unit member must maintain a balance of 15 days of Sick Leave after responding to a "call for donations."
- 14.12.4 The dollar value of the Eligible Leave Credits of the responding unit member shall be calculated and translated into the appropriate amount of paid leave for the qualified unit member based on the qualified unit member's rate of pay.
- 14.12.5 A "call for donations" for a qualified unit member shall be issued for that qualified unit member, upon his or her written request, not more than once every sixty (60) days.
- 14.12.6 All transfers of Eligible Leave Credit are irrevocable. If the qualified unit member returns to work, then any leave credited to the qualified unit member shall remain credited to the unit member's sick leave account balance and shall not be returned to the responding unit member(s) leave account.
- 14.12.7 The maximum amount of time for which donated leave credits may be used is twelve (12) consecutive months.
- 14.12.8 The qualified unit member shall use any leave credits that he or she continue to accrue on a monthly basis prior to receiving paid leave pursuant to this article.
- 14.12.9 A maximum of \$20,000 per school will be paid by the Superintendent for any or all Catastrophic Leave used under this article. Upon payment of \$20,000 in any school year no more Catastrophic Leave will be provided and no more "calls for donations" will be issued.

**ARTICLE 15**  
**TRANSFERS AND POSTING OF VACANCIES**

**15.1 Transfers**

- 15.1.1 A "transfer" is defined as a change of job location within classification.
- 15.1.2 Job vacancies and new positions shall be posted on edjoin.org  
The Superintendent shall notify unit members of such vacancies and new positions by using the @siskiyou.net email account.

**15.2 Posting and Filling of Vacancies**

- 15.2.1 Unit members may submit requests to be notified of vacancies and new positions within the representation unit. The superintendent shall mail to all such requesting unit members, notices of such vacancies and new positions within the representation unit as described hereafter in this section. Unit members are responsible for keeping the Superintendent informed, in writing, of their current mailing address.
- 15.2.2 In order to prevent a "round-robin" series of job vacancy postings, in an initial vacancy announcement, the Superintendent of Schools may require unit members wishing to transfer to another location to indicate their desire. The Superintendent will consider all such transfer requests for any actual vacancies which may occur.
- 15.2.3 The Superintendent or designee shall inform all unit members of the disposition of their request and shall provide unit members an opportunity to discuss the reason why the request was not granted.
- 15.2.4 All bargaining unit applicants shall be entitled to be tested and to be interviewed, as long as the applicant meets the minimum requirements for the position.
- 15.2.5 A unit member who does not satisfactorily complete the probationary period for the promotion position shall be entitled to return to a position in their former classification. However, such unit member may also be disciplined subject to Article 20: "Unit Member Discipline."

## **ARTICLE 16**

### **UNIT MEMBER EVALUATION PROCEDURES**

#### **16.1 Written Performance Evaluations**

- 16.1.1 Each probationary status unit member shall be evaluated in writing by the Superintendent or designee no less than twice (2) during the probationary period, which shall be six (6) working months. Each permanent status unit member shall be evaluated in writing by the immediate supervisor once each year by May 31. status unit member, the unit member's supervisor and department head by waive, in writing, the evaluation of such unit member during any school year.
- 16.1.2 The immediate supervisor shall discuss each such written evaluation with the unit member and shall provide the unit member with a copy signed by both parties.
- 16.1.3 Any negative written performance evaluation shall include recommendations for improvement in cited deficiencies.
- 16.1.4 Any unit member who has reason to question any aspect of his/her performance evaluation has the right to request a review of the evaluation by the Superintendent. The unit member is entitled to CSEA representation during this review.
- 16.1.5 Attached as Appendices B, C, and Dare the evaluation forms for (a) classified technical and clerical staff (b) classified teacher assistant/driver and teacher assistant/bus driver (c) classified maintenance and operations, (d) occupational therapist.

#### **16.2 Unit Member Personnel Files**

- 16.2.1 The official personnel file of each unit member shall be maintained at the Superintendent of Schools' central administrative office.
- 16.2.2 A unit member may inspect material in her/his personnel file which may serve as a basis for affecting the status of her/his employment except materials which:
- a) obtained prior to her/his employment
  - b) were prepared by identifiable examination committee members
- 16.2.3 A unit member may inspect such materials in her/his personnel file, with the exception of the above specified items, during normal business hours of the Superintendent of Schools at times

other than when the unit member is required to render service, or at a mutually agreed upon time when the unit member is required to render service, under the supervision of the Superintendent or designee.

- 16.2.4 No materials of a derogatory nature, except the above specified items, may be placed in a unit member's personnel file without allowing the unit member an opportunity to review the comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement her/his own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the Superintendent of Schools and at a time when the unit member can be spared from duty as determined by the supervisor.
- 16.2.5 All material placed in a unit member's personnel file shall be dated and signed by the contributor.

**ARTICLE 17**  
**SAFETY**

- 17.1 All unit members shall maintain safe and sanitary conditions in their work areas of responsibility within the scope of their job duties.
- 17.2 All unit members will report to their immediate supervisor any practice or condition which the unit member believes poses a threat to health or safety.
- 17.3 Upon receipt of any written report from a unit member as referenced in Section 17.2, a supervisor shall review and investigate the practice or condition and take action which the supervisor deems appropriate.

**ARTICLE 18**  
**LAYOFF AND RE-EMPLOYMENT**

**18.1 Definitions**

- 18.1.1 "Classification" means a particular employment position.
- 18.1.2 "Length of service" means all hours in paid status, whether during a school year, a holiday recess, or during any period that the Office is in session or closed, but does not include any hours compensated solely on an overtime basis military leave, unpaid illness leave or unpaid industrial accident leave.
- 18.1.3 "House in paid status" shall not be interpreted to mean any service performed prior to entering into probationary status in the classified service of the County Superintendent of Schools, except service in restricted positions.

**18.2 Layoff Procedures**

- 18.2.1 Unit members shall be subject to layoff for lack of work or lack of funds.
- 18.2.2 Order of Notice of Layoff-The order of notice of layoff within the classification affected shall be determined by length of service. The unit member, who has been employed the shortest time in the classification, plus classification(s) with a higher salary range, shall be notified of layoff first, except as provided herein. Notwithstanding the above, it is agreed and understood that the Superintendent of Schools has the right to discontinue a function or service performed by a particular position within a classification. In the case of two (2) or more unit members having identical seniority, the seniority shall be determined by the first day of employment and if that be equal, then by lot.
- 18.2.3 Options of Unit Members Notified of Layoff-The Superintendent shall notify a unit member whose position has been eliminated that he/she must elect one of the following within five (5) working days of receipt of notice. Except for options (h) and (i), the following options are listed in priority order, and the unit member must select the first applicable option. The unit member has the

right to select options (h) and (i), regardless of the availability of other options listed.

- (a) Select a vacant position in the same classification which is equal in pay and in number of hours of employment.
- (b) Displace a less senior unit member from a remaining position in the same classification which is equal in pay and number of hours of employment.
- (c) Select in another classification a vacant position in which the unit member has previously completed the probationary period, which has an equal amount of hours of employment and for which the unit member possesses the required licenses or certificates.
- (d) Displace a less senior unit member in another classification from the remaining positions in which the unit member has previously completed the probationary period, which has an equal number of hours of employment, and for which the unit member possesses the required licenses or certificates.
- (e) Select options (a) through (d) which have a greater number of hours of employment.
- (f) Select (a) through (b) which have a lower rate of pay.
- (g) Select (a) through (d) which have fewer number of hours of employment.
- (h) Elect to be laid off.
- (i) Elect a service retirement as provided in Section 18.5.

### **18.3**

#### **Notice of Layoff**

18.3.1 Unless otherwise prescribed by law (including where a layoff is due to the expiration of a specifically funded program), unit members to be laid off at the end of such school year shall be given written notice no later than March 15 and shall be afforded all rights in a manner consistent with Education Code Section 45117.

18.3.2 When, as a result of reduction or elimination of the service being performed by any department, unit members shall be subject to layoff for lack of work. Affected unit members shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and re-employment rights.

18.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Superintendent without the notice required by aforementioned subsections.

## **18.4**

### **Re-employment**

18.4.1 Re-employment shall be in the reverse order of the layoff. Unit members who are laid off are eligible for re-employment in their former classification in any position with equal or lower pay for the period of thirty-nine (39) months, and shall be re-employed in preference to new applicants. In addition, such unit members laid off shall have the right to apply for promotional positions within the Superintendent of Schools during the thirty-nine (39) month period.

18.4.2 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members laid off without limitation of time, provided that the same tests of fitness under which they qualified for appointment shall still apply.

18.4.3 Refusal of two (2) offers of re-employment to the classification for which laid off shall cause removal from the list and the loss of any re-employment rights. However, declining an offer of re-employment of fewer hours of employment held at the time of layoff shall not constitute a refusal of employment unless the unit member has relocated his/her residence outside of Siskiyou County.

18.4.4 Offers of re-employment shall be made either by personal service or via U.S. Certified mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the unit member's signature. Failure to so reply within ten (10) days from the date of personal service or mailing of the offer of re-

employment shall be deemed a refusal of that offer of re-employment. It is the responsibility of each unit member on a re-employment list to file with the Superintendent a current mailing address.

18.4.5 A unit member who is laid off and subsequently rehired from a re-employment list shall have the accrued sick leave balance as of the date of layoff reinstated.

18.4.6 Upon re-employment in the classification in which laid off, a unit member shall be placed on the former step of the salary range. The unit member shall be eligible for advancement to the next step of the salary schedule on the first of the month after twelve calendar months after re-employment, less the months of paid service rendered after the previous step advancement.

## **18.5 Retirement and Layoff**

18.5.1 Notwithstanding any other provisions of law, any unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees Retirement System, shall be placed on an appropriate re-employment list. The Superintendent shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If the unit member is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the superintendent shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed her/his request for reinstatement from retirement.

## **18.6 General Provisions**

18.6.1 It is the intent of the parties that the utilization of non-bargaining unit persons will not result in the arbitrary, capricious and discriminatory denial of re-employment or displacement rights of unit members on a re-employment list. It is also agreed and understood that the Superintendent shall not increase the utilization of non-bargaining unit personnel above the level of past practice in assignments in which unit members have been laid off.

18.6.2 The superintendent will provide to laid off unit members all information regarding any employment opportunities in the classification of the laid off unit member in any school district in Siskiyou County if such opportunities are listed with the Superintendent. Laid off unit members

may use any of their accrued vacation to seek employment. In addition, laid off unit members may use two (2) days of available personal necessity leave for the purpose of applying for other employment or attending job interviews. Such leave is subject to prior approval of the immediate supervisor.

18.6.3 Laid off unit members shall be entitled to continue Superintendent paid insurance benefits for the remainder of the month he/she is laid off in plus one month.

18.6.4 The Superintendent shall offer laid off unit members on the re-employment list the first opportunity to perform substitute assignments within their previous classification.

**ARTICLE 19**  
**SAVINGS PROVISION**

- 19.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision 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.
- 19.2 In the event that a court of competent jurisdiction holds that a provision of this Agreement is contrary to law, the parties, upon the request of one party, shall meet and negotiate concerning a possible, mutually satisfactory replacement for such provision.

**ARTICLE 20**  
**UNIT MEMBER DISCIPLINE**

- 20.1 As used herein, "disciplinary action" shall mean suspension with or without pay, demotion, or dismissal for just cause.
- 20.2 Each of the following constitutes cause for disciplinary action against a permanent status classified unit member.
- 20.2.1 Falsifying any information supplied to the Superintendent of Schools including, but not limited to, information supplied on application forms, employment records, or any other Superintendent of Schools records.
  - 20.2.2 Failure of inability to perform duties and responsibilities assigned to a unit member's position.
  - 20.2.3 Insubordination.
  - 20.2.4 Dishonesty as related to the job.
  - 20.2.5 Drinking alcoholic beverages while on duty; drinking alcoholic beverages prior to duty times as to cause any detrimental effect on the unit member's ability to perform the duties and responsibilities of his/her position.
  - 20.2.6 Unauthorized use of narcotics: controlled substances or habit-forming drugs; use of any medication or other substance as to cause any detrimental effect on the unit member's ability to perform the duties and responsibilities of his/her position.
  - 20.2.7 Absence and/or repeated tardiness without authority or sufficient reason.
  - 20.2.8 Conviction of a felony, conviction of any sex offense made relevant by provisions of Education Code or conviction of a misdemeanor which is of such a nature as to adversely affect the unit member's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
  - 20.2.9 Conduct which adversely affects the unit member's ability to perform the duties and responsibilities of his/her position.
  - 20.2.10 Discourteous, abusive, or offensive treatment of the public, pupils or other unit members as related to the job.
  - 20.2.11 Improper political activity as governed by federal and state law.
  - 20.2.12 Willful or negligent damage to public property or equipment.

20.2.13 Violation of or refusal to obey the school laws of the state or the rules and regulations of the Superintendent of Schools.

20.2.14 Failure to possess or keep in effect any license, certificate or other similar requirement specified in the unit member's class specification or otherwise necessary for the unit member to perform the duties of the position.

20.2.15 Refusal to take and subscribe to any oath or affirmation which is required by law in connection with his/her employment.

20.2.16 For unit members who drive a vehicle in regular course of their employment:

Failure to satisfy the insurability requirement of the Superintendent's insurance carrier under the Superintendent's regular insurance policies. The Superintendent's ability to obtain insurance for the unit member under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

20.2.17 Abandonment of position.

20.2.18 Offering any service in exchange for special treatment in connection with the unit member's job or employment, or acceptance of anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.

20.2.19 Revealing confidential information.

20.2.20 Any other act or omission of which a unit member reasonably should have known would be injurious to the operations of the Superintendent or pose a risk of harm to any person or which reasonable person would have known to be a cause for disciplinary action.

20.3 No disciplinary action shall be taken for any cause which arose prior to the unit members becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the Superintendent.

20.4 The supervisor or designee may initiate a disciplinary action as defined herein against a permanent classified unit member.

20.5 Except in cases of emergency where the unit member must be removed from the premises immediately, at least five (5) calendar days prior to the initiation of a disciplinary action pursuant to Section 20.6 involving suspension with or without pay, demotion or dismissal, the supervisor of the unit member or designee shall give the unit member written notice of the proposed disciplinary action. The notice shall include the cause for the proposed action, a copy of the materials upon which the proposed action is based, and the right to respond either orally or in writing prior to the proposed disciplinary action. Unless the unit member is unavailable or refuses to meet, the personnel director shall meet with the unit member to whom the notice of proposed disciplinary action was delivered. The meeting shall include the supervisor of the unit member unless the unit member requests otherwise. Any response made by the unit member shall be considered the supervisor of the unit member prior to initiating any disciplinary action. In the event of emergency circumstances that require removal of the unit member from the work site immediately, such notice and right to respond shall be provided to the unit member at the earliest reasonable time after his/her removal from the premises.

20.6 If, after review of the response, if any, of the unit member, the supervisor or designee initiates a disciplinary action, he/she shall serve a written notice of disciplinary action upon the unit member either personally or by registered or certified mail, return receipt requested, at the unit member's last known address. The notice shall include:

- 20.6.1 A statement of the name of the disciplinary action (suspension with or without pay), demotion or dismissal;
- 20.6.2 A statement of the cause therefore as set forth in 20.2 above;
- 20.6.3 A statement of the specific acts or omissions upon which the causes are based. If a cause stated in 20.2 above is alleged, the rule, regulation or laws violated shall be set forth in the recommendation;
- 20.6.4 A statement of the unit member's right to appeal to the Superintendent the disciplinary action and of the manner and time within which his/her appeal must be filed, which shall be no sooner than five (5) business days; and
- 20.6.5 A card or paper, the signing and filing of which shall constitute a demand for hearing before the Superintendent and a denial of all charges.

The request for hearing may be mailed to the Office of the Superintendent, but must be received or postmarked no later than the time limit stated herein. If the

unit member fails to file such a request for hearing within the time specified, the unit member shall be deemed to have waived his/her right to appeal.

20.7

The Superintendent or designee shall conduct a hearing on the appeal at the earliest convenient date, taking into consideration the established schedule of the Superintendent or designee and the availability of counsel and witnesses.

#### **20.7.1 Right of Employee**

The unit member shall attend any hearing, unless excused by the Superintendent and shall be entitled to:

1. Be represented by a designated CSEA representative at such hearing;
2. Testify under oath;
3. Consistent with applicable law, compel the attendance of other Superintendent of Schools unit members to testify in his/her behalf;
4. Cross-examine all witnesses appearing against him/her;
5. Present such affidavits, exhibits or other evidence as the Superintendent deems pertinent to the inquiry;
6. The party attempting to substantiate the charges against the unit member shall be entitled to the same privileges.

#### **20.7.2 Evidence**

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Oral evidence shall be taken only under oath or affirmation.

#### **20.7.3 Exclusion of Witnesses**

The Superintendent or designee may in its discretion, exclude witnesses not under examination, except the unit member and the party attempting to substantiate the charges against the unit member, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

20.7.4 Burden of Proof-The burden of proof shall be upon the Superintendent of Schools.

#### **20.7.5 Findings and Decisions**

After completion of the hearing, the Superintendent or designee shall issue a written decision on the matter. Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the unit member and his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject to established rights of judicial review. If the hearing is heard by a designee of the Superintendent, then the decision of the designee shall be a recommendation to the Superintendent who shall

thereafter accept, reject or modify the decision of the designee and the decision of the Superintendent is then final and conclusive subject to established rights of judicial review. Judicial review of a decision of the Superintendent must actually be filed in court within ninety (90) days of the date the Superintendent signs the decision.

**20.7.6 Report of Hearings**

Hearings may be conducted without a stenographic reporter or recording machine unless the unit member requests in writing, at least three (3) full days before the day set for the hearing that such hearing be reported or recorded. However, the CSEA may make its own arrangements for recording or reporting. The costs for reporting or recording shall be borne by the party requesting the service. The costs shall be borne equally if both parties request a copy of the recording or reported transcript.

**20.7.7 Transcripts of Hearings**

Transcripts of hearings shall be furnished to any party to the hearing on payment of the costs of preparing such transcripts. When transcripts are provided Superintendent of Schools unit members, the cost shall be determined by the unit member in charge of business affairs.

**20.7.8 Continuances**

The Superintendent or designee may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the unit member shall waive salary for the period of the continuance.

**20.8 Termination of Probationary Classified Unit Members** - At any time prior to the expiration of the probationary period, the Superintendent may in his sole discretion, dismiss a probationary classified unit member from the employ of the Superintendent of Schools. A probationary classified unit member shall not be entitled to a hearing or to any statement of reasons for the Superintendent's action.

**20.8.1 Report of Hearings-** Hearings may be conducted without a stenographic reporter or recording machine unless the unit member requests in writing, at least three (3) full days before the day set for the hearing that such hearing be reported or recorded. However, the CSEA may make its own arrangements for recording or reporting. The costs for reporting or recording shall be borne by the party requesting the service. The costs shall be borne equally if both parties request a copy of the recording or reported transcript.

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**20.9 Termination of Probationary Classified Unit Members** - At any time prior to the expiration of the probationary period, the Superintendent may in his sole discretion, dismiss a probationary classified unit member from the employ of the Superintendent of Schools. A probationary classified unit member shall not be entitled to a hearing or to any statement of reasons for the Superintendent's action.

**ARTICLE 21**  
**PRIOR AGREEMENTS**

21.1 During previous years the Superintendent and the CSEA executed certain provisions which were attached as appendices or were part of prior collective bargaining agreements. All such prior agreements are included in this Article 21, and are attached as Appendices E and F.

**ARTICLE 22**  
**EMERGENCY PROVISION**

22.1

The Superintendent retains its right to amend, modify or rescind policies, practices and provisions referred to herein in this Agreement in the event of an emergency. The duration such amendment modification or rescission of any policy, practice or provision shall only be co-extensive with the duration of the emergency. An "emergency" is defined as a natural or man-made disaster, act of God, unexpected weather or damage or threat to the Superintendent facilities, war, fire, or other serious occurrence beyond the control of the Superintendent which damages or seriously threatens the ability of the Superintendent to deliver services customarily provided by the Superintendent. Issues arising out of the exercise of the provisions of this article, including the facts underlying such exercise, shall be expressly excluded from the article entitled "Grievance" contained in the Agreement.

**ARTICLE 23**  
**COMPLETION OF MEETING AND NEGOTIATING**

- 23.1 This Agreement shall remain in full force and effect from July 1, 2023 up to and including June 30, 2026.
- 23.2 Except as specifically provided in this Article, during the term of this Agreement, the CSEA expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment and agree that the employer shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the employer or the CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This does not preclude the possibility of further meeting and negotiating sessions when both parties mutually agree that such sessions are necessary and useful.
- 23.3 Given the uncertainty of National healthcare, if changes to laws, regulations and/or rates occur, the Superintendent and CSEA shall have the right to request to open negotiations.
- 23.4 This completes negotiations between the parties on all topics within the scope of negotiations for the 2023-2024, 2024-2025 and 2025-2026 school years. Either party may reopen on Compensation and one Article for 2025-2026 school year.
- 23.5 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

**DISCUSSION AND AGREEMENT ITEMS**

- 185 days for instructional staff (aides, teachers assistants, teacher assistant/driver)
- Eight (8) hour Behavior Management Aides
- Seven (7) hour Teacher Assistants (offer, but not required)
- Establishing a "Driver" position (on Teachers Assistant salary schedule Driver or Teacher Assistant")
- Contract Change from "Association" to "CSEA" throughout the CBA

This agreement shall not be effective until and unless it has been ratified by the Association membership. The parties' bargaining team members acknowledge that by their signatures below they are entering into a good faith commitment to secure approval of this Agreement.

**ORIGINAL SIGNATURES FOR THE  
AGREEMENT BETWEEN SISKIYOU COUNTY SUPERINTENDENT OF SCHOOLS AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #611  
ARE ON FILE AT THE SISKIYOU COUNTY OFFICE OF EDUCATION.**