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COLLECTIVE BARGAINING AGREEMENT
Between
MT. PLEASANT ELEMENTARY SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION MT. PLEASANT CHAPTER #463

JULY 1, 2022 TO JUNE 30, 2025

Board Approved on June 26, 2024

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PREAMBLE

This is an Agreement made and entered into this 7th day February of 2023 between the Governing Board of the Mt. Pleasant School District (hereinafter referred to as the "District") and the California School Employees' Association and its Mt. Pleasant Chapter #463 (hereinafter referred to as "CSEA"). The Articles and provisions contained herein constitute a bilateral and binding agreement between the District and CSEA. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (Act).

ARTICLE I – RECOGNITION

- 1.1 The District confirms its recognition of the California School Employees' Association and its Mt. Pleasant Chapter #463 as the exclusive representatives for that unit Classified positions in Appendix A.
- 1.2 The Unit excludes those positions designated by the District and agreed to by the District and by CSEA as Management, Supervisory, Confidential, or Noon-Duty Supervisors. The District will advise CSEA of new positions or classes proposed. If agreement cannot be reached within ten (10) working days, the District may fill the positions involved and the parties shall submit any disagreements to PERB for resolution.
- 1.3 Persons who are hired and paid as a substitute or short-term employee for 75% of the work year or more during the scheduled absence of a regular employee shall be entitled to all benefits of this Contract except the right to permanency and seniority.

ARTICLE II - EMPLOYEE RIGHTS

- 2.1 The District and Association recognize the right of employees to form, join, and participate in lawful activities of employees' organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.
- 2.2 Distribution of Job Information
- 2.2.1 Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.
- 2.2.2 At the time of appointment to a unit position, an employee shall be assigned a regular work shift, hours per day, days per week, and months per year. Assignments may be reduced in accordance with the Education Code, or any procedures worked out between the District and CSEA outside of the negotiating process.
- 2.3 Distribution of Contract
- 2.3.1 Within thirty (30) days after the execution of this Agreement, the District shall post a copy of this Agreement on its website and shall also print or duplicate and provide a copy of this Agreement to every employee in the bargaining unit.
- 2.3.2 Any employee hired after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment.
- 2.3.3 The District shall provide each employee, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

ARTICLE III — MANAGEMENT RIGHTS

- 3.1 It is understood and agreed that the District has all the customary and usual rights, powers, functions, and authority to discharge its obligations. Any of the rights, powers, and functions or authority. which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

ARTICLE IV- ASSOCIATION RIGHTS

4.1 All CSEA business, discussions and activities will be conducted by unit members or CSEA officials outside established work hours as defined in Article IX herein, exclusive of breaks and lunch, and will be conducted in places other than District property, exclusive of breaks and lunch, except when:

4.1.1 An authorized CSEA representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted.

4.1.2 The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a CSEA representative.

4.1.3 CSEA agrees to adhere to District requirements of the Community Service Act, which allows for use of facilities.

4.1.4 Subject to these regulations, CSEA officers and representative shall have the right to access at reasonable times areas in which employees work.

4.2 CSEA may use the school mailboxes, fax machines, copy machines and bulletin board spaces designated by the Superintendent subject to the following conditions:

4.2.1 All postings for bulletin boards or items for school boxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the CSEA president or designee.

4.2.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as postings or distribution.

4.2.3 CSEA will not post or distribute information which is obscene, derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District of the right to post or distribute for a period of at least one (1) full semester.

4.2.4 CSEA will have the right to use *District copiers and duplicators*. Such use shall be limited to times students are not in session.

4.3 Release Time

4.3.1 The District shall grant CSEA a total of thirty (30) days per contract year of Chapter release time in accordance with Education Code 45210 for purposes of problem solving, contractual issues and attend Association conferences/training.

4.3.2 The release time shall include the complete salary and benefits for the released member. If a substitute is required for the released member, the District shall incur the cost for the first fifteen (15) days per contract Chapter release time. The Chapter may have an additional fifteen (15) days, however, the CSEA chapter will pay for the substitute days 16-30.

- 267 4.3.3 No more than two (2) members shall be released at one time.
268 4.3.4 The release time shall be exercised at the Association's discretion,
269 but within the parameters described above.
270 4.3.4 The release time shall be separate and apart from release time in
271 accordance with Government Code section 3543.1(c).
272 4.3.5 The CSEA Chapter President shall provide a written notice to the
273 District upon releasing a CSEA member. The notice shall be in
274 writing and provided to the District no less than two (2) working
275 days prior to the first day released, unless an alternative agreement
276 is mutually agreed to between the parties.
277
278

279 **ARTICLE V - ORGANIZATIONAL SECURITY**
280

281 5.1 The District will deduct from the pay of CSEA members and pay to CSEA the
282 normal and regular monthly Association membership dues duly authorized in
283 writing by the employee on a form supplied by the District subject to the
284 following conditions:

285 5.1.1 Such deduction shall be made only upon the submission on a
286 District approved form of a duly executed authorization by the
287 .employee. Such authorization remains in effect up to and including
288 thirty (30) days after the expiration date of this Agreement.

289 5.1.2. The District shall not be obligated to put into effect any new
290 changed, or discontinued deduction until the pay period
291 commencing fifteen (15) days or more after such submission.

292 5.1.3 CSEA shall hold the District harmless in any dispute that arises
293 with regard to the deduction authorized under this Article. The
294 failure of any CSEA member to pay moneys to the CSEA or
295 comply with CSEA rules, regulations or by-laws will be a dispute
296 between CSEA and the member and will not be a dispute with or
297 involve the District.

298 5.1.4 The District shall deduct one-tenth of such dues from the pay of the
299 member for the months of August through June of each school year.

300 5.1.5 The District shall promptly remit to CSEA in a manner agreed to
301 pursuant to this Article the moneys collected pursuant to this
302 Article. CSEA agrees to submit to the District in writing within ten
303 (10) days after the execution of this Agreement the current dues
304 schedule of CSEA and to notify the District in writing of any
305 revisions of that schedule.

306 5.1.6 The organizational security agreement shall be as follows:
307 All employees in the bargaining unit who are not members of
308 CSEA shall pay to CSEA as a condition of continuing employment
309 a service fee in an amount in accordance with the CSEA dues
310 schedule for the duration of this Agreement. Payment of the
311 service fee shall be made by deduction from the wages of any
312 employee in accordance with this Article.

313
314 5.2 **Hold Harmless Clause**

315 CSEA shall indemnify and hold the District harmless from any and all claims,
316 demands, suits, or any other action arising from the organizational security
317 provisions contained herein.
318
319

ARTICLE VI — GRIEVANCE PROCEDURE

6.1 Grievance Procedure

Prior to implementation of the Procedures for Grievances, employees are encouraged to attempt to identify and resolve a problem at the lowest level through a private conference. However, either party has a right to a representative(s) at any level within the Procedures for Grievance. No reprisals shall be invoked against any employee for processing a grievance.

6.2 Definitions

Representative: A "representative" is a fellow staff member, organization representative or other individual.

Working Day: A "working day" is any day, which the central administrative offices of the District are open for business.

Grievant: A "grievant" is a District employee or group of employees in the bargaining unit covered by this Agreement who are filing a grievance. The Association may file a grievance alleging that a right of the Association has been violated.

Grievance: A "grievance" is a claim by a member or members of the bargaining unit that there has been a violation, misinterpretation or misapplication of an express provision(s) of this Agreement. The grievance shall include terms and conditions of employment as they relate to an express provision(s) of the Agreement.

6.3 Procedures

- 6.3.1. Except by mutual agreement, failure by the employer at any level to communicate a decision within the specified time limit shall permit the grievance to proceed to the next level.
- 6.3.2 Except by mutual agreement, failure by the grievant at any level to appeal a grievance to the next level within the specified time limit shall constitute a resolution of the grievance at that level.
- 6.3.3 All conferences at Levels I, II and III shall be scheduled during the grievant's regularly scheduled workday, unless otherwise mutually agreed, and the grievant and one Association representative (if requested by the grievant) shall be released from their work duties to attend such conferences.
- 6.3.4 The District may request that the grievant be present at any hearing at any level of the grievance process.
- 6.3.5 With approval of the District Superintendent, Levels I and II may be bypassed.
- 6.3.6 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level II or Level III.
- 6.3.7 An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is prior to arbitration and is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievance filed by employees directly and

any response by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review and be given five (5) days to respond. Any time delays caused by this review will not require advancement to the next level. CSEA shall have the right to be present at any stage of an employee-processed grievance without participating.

6.3.8 The District shall provide paid release time for the purpose of testifying at any level of the grievance procedure to employees whose appearance is requested by CSEA or the District.

6.3.9 All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file. This file shall be available for inspections only by the employee, the CSEA representative upon written permission of the employee, and those management, supervisory, and confidential employees directly involved in the grievance procedure.

6.4 Level I — Immediate Supervisor

Within twenty (20) working days after complainant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the complainant shall present his/her grievance in writing on a form to be provided by the District to the supervisor with the immediate administrative responsibilities for adjusting the grievance. Copies shall be sent by the grievant to all representative(s) and all representative(s) shall be listed. The written statement of grievance shall be a clear, concise statement of the circumstances upon which the grievance is based, the persons involved, and the remedy sought. Either party, or representative(s), may arrange for a joint conference of all parties concerned. The immediate supervisor shall communicate his/her decision to the employee in writing within five (5) working days after receiving the written grievance.

6.5 Level II — Administrator

A unit member may appeal in writing the decision from Level I to the administrator above Level I within five (5) working days after receiving the decision. This written request shall be a clear, concise statement of the results of Level I, a copy of the original grievance, the outline of action taken to adjust the grievance, the reasons for the appeal from the decision, and the name of the appellant's representative(s), if any. Level II administrator shall confer with the unit member and his/her representative(s) and communicate a decision to the grievant in writing within five (5) working days after the appeal is received.

6.6 Level III — Superintendent

A unit member may appeal in writing the decision from Level II to the Superintendent or designee within five (5) working days after receiving it. This written appeal shall be a clear, concise statement of the results of Level H, a copy of the original grievance, the outline of action taken to adjust the grievance, the reason for the appeal from Level II, and the name of the appellant's representative(s), if any. The Superintendent or designee shall confer with the unit member and his/her representative(s) and communicate a decision to the grievant in writing within ten (10) working days after the appeal is received.

412 6.7 Level IV — Board of Trustees

413 If the grievant is not satisfied with the decision at Level III, he/she may within
414 five (5) working days submit a request in writing to the Superintendent for a
415 Board hearing on the dispute. The Board of Trustees shall schedule a grievance
416 hearing with the grievant and his/ her representative(s) for the next regular
417 meeting. The Board's decision shall be sent in writing to the unit member within
418 ten (10) working days subsequent to the Board meeting at which the appeal was
419 adjusted. Copies will be provided to the grievant and CSEA. If the grievant is not
420 satisfied with the decision, he/she may within five (5) days submit a request in
421 writing to the Superintendent for binding arbitration.

422 6.8 Level V — Binding Arbitration

423 6.8.1 CSEA and the District shall attempt to agree upon an arbitrator. If no
424 agreement can be reached, they shall request the California State Mediation
425 and Conciliatory Service (CSMCS) to supply a list of five (5) names of
426 persons experienced in hearing grievances in public schools. Each party
427 shall alternately strike a name until only one name remains. The remaining
428 panel member shall be the arbitrator.

429 The order of striking shall be determined by lot. The fees and expenses of
430 the arbitrator and the hearing shall be borne equally by the District and
431 CSEA. All other expenses shall be borne by the party incurring them.

432 6.8.2 The arbitrator shall, as soon as possible, hear evidence and render a
433 decision on the issue(s) submitted to him/her. If the parties cannot agree
434 upon a submission agreement, the arbitrator shall determine the issues by
435 referring to the written grievance and the answers thereto at each step. The
436 arbitrator will have no power to add to, subtract from, or modify the terms
437 of this Agreement, or the written policies, rules, regulations, and
438 procedures of the District.

439 6.8.3 Issues arising out of the exercise by the Board and Administration of its
440 responsibilities under Article III of this Agreement, including the facts
441 underlying its exercise of such discretion, shall not be subject to this
442 procedure. After a hearing and after both parties have had an opportunity to
443 make written arguments, the arbitrator shall submit in writing to all parties
444 his/her findings. The findings of the arbitrator shall be final and binding.
445
446

ARTICLE VII - COMPLAINT RESOLUTION

This procedure is to be used when violations or alleged violations of District policies, procedures and practices or unfair or unequal treatment occur outside this Agreement and is not subject to ARTICLE VII — GRIEVANCE.

Public Complaint Procedure

7.1 No disciplinary action, negative and/ or unsatisfactory, shall be taken based upon information received from a complaint from a member of the public or an employee of the District unless the following procedure has been followed.

7.2 The bargaining unit member will be advised of the existence and substance of the complaint within five (5) workdays of the receipt of the complaint by the district. All complaints shall be completed on the mutually-agreed upon form called "Mt. Pleasant Complaint Form" and a copy shall be provided to the member.

7.3 The supervisor shall commence a fair, complete, and impartial investigation as soon as possible after receiving the complaint. Should either party or the administrator believe the allegations in the complaint warrant a meeting, the immediate supervisor shall schedule a meeting between the bargaining unit member and the complainant. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The employee, their representative, or the district's representative to repeat the complaint orally. The employee, their representative, or the district's representative shall also have an opportunity to present information relevant to the complaint orally or in writing. If such a meeting is scheduled during the bargaining unit members normal work time, the bargaining unit member will be released without loss of pay to attend the meeting. The complainant may be accompanied at such meeting by an advocate.

7.4 To ensure that all pertinent facts are made available, the supervisor may interview or collect written statements from other relevant parties. The supervisor shall conclude the initial investigation within 10 days of receiving the written complaint. This timeline may be extended if relevant parties are not available. Within 10 days of the conclusion of the investigation, 20 days from the receipt of the complaint, the supervisor shall deliver to the complainant and the accused a written report of the findings of the investigation. The findings shall include:

1. The disposition of the complaint, including corrective actions, if any.
2. The rationale for the above disposition.
3. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved.
4. Notice of the complainant or accused right to appeal the decision to the next level.

7.5 If an employee is disciplined as a result of the complaint, this report shall simply state that action was taken and the employee was informed of District expectations. The report shall not give any further information as to the nature of any action.

- 492 7.6 Complaints, which are withdrawn or determined by the District to be false, shall
493 neither be placed in the bargaining unit member's personnel file nor utilized in any
494 evaluation or disciplinary action against the bargaining unit member. Should the
495 District determine that the substance of a complaint is true after following the
496 above procedure, the District may take disciplinary action as listed in Article XII.
497 If no determination can be made as to the true or false nature of the complaint, the
498 original written Public Complaint Form shall be placed in a site file for the
499 remainder of the school year. If a similar complaint against the same bargaining
500 unit member is made within that school year, the first complaint shall become a
501 part of the new complaint and dealt with in a manner consistent with the principles
502 of progressive discipline and those listed in Article XII.
- 503 7.7 If the member believes the decision by the Supervisor is in error, the member may
504 appeal in writing directly to the Superintendent or their designee or follow
505 procedures as outlined in the Article VII. If the Superintendent or designee
506 receives an appeal, they will conduct their own impartial, fair, and complete
507 investigation and issue a written response to the member with in ten (10) days of
508 receiving the appeal. This timeline line may be extended if relevant parties are not
509 available.

510 TIMELINE

- 511
- 512 Step 1. Complainant files written complaint with the District. Complaint is given to the
513 immediate supervisor. Within five (5) days, the member receives a copy of the
514 complaint.
- 515 Step 2. Within ten (10) days, the Supervisor completes the investigation of the
516 Complaint.
- 517 Step 3. Within twenty (20) days from receiving the complaint, the
518 Supervisor shall deliver a written Findings Report to the complainant and the
519 member.
520

Mt. Pleasant Elementary School District
COMPLAINT FORM

To be filed with: Site Administrator
To be checked by Complainant: _____ Date Complaint received: _____

_____ Parent

Complaint received by: _____

_____ Student

_____ District Employee

_____ Other:

NATURE OF COMPLAINT

Please give a detailed description of the grounds for your complaint, including all names, dates and places necessary for a complete understanding of your concern. Please attach additional pages if needed.

Date(s) incident occurred: _____
(If you are filing a complaint alleging discrimination, it must be filed within six months of the occurrence of the event or when it is first acknowledged. If your complaint does not meet the deadline you may be given information regarding an appeal to the State Superintendent of Public Instruction.)

Under penalty of perjury, I certify that the above information is true and accurate to the best of my knowledge.

Signature of Originator (Complainant)

Date

Address

Telephone

FOR OFFICE USE ONLY

Type of Complaint:

_____ UCP-Direct immediately to Human Resources
_____ Williams
_____ Employee
_____ Miscellaneous

DATE RECEIVED

Complaint referred to:

_____ Human Resources
_____ Instructional Services
_____ Student Services
_____ Special Education
_____ Facilities

Date Complaint Resolved: _____

Please attach any supporting documents

ARTICLE VIII - LEAVE PROVISIONS

Sole Benefits — The benefits, which are expressly provided in this Article, are the sole benefits, which are part of this Collective Agreement.

8.1 **Illness or Injury Leave** — Illness or injury leave shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, pregnancy disability, or quarantine. Illness or injury leave shall not be for cosmetic surgery.

8.1.1 **Eligibility** — A member of the bargaining unit employed five (5) days a week for fiscal year of service by the District shall be entitled to twelve (12) days leave of absence for illness or injury without loss of compensation. The illness or injury entitlement for the year shall be credited at the beginning of the year. A member of the bargaining unit employed five (5) days a week who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months they are employed bears to twelve.

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

If an employee's records indicate a possible abuse of leave privileges under this Section the district may require verification (Physician's note) of the nature and severity of the illness or injury through a physical examination of the member verified by his/her physician or the by a physician appointed by the District in writing (i.e. a note). If the employee sees (either by his/her choice or directed by the district) a physician appointed by the District such examination shall be made at no cost to the employee. If the physician's report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the member, may deny continuance of the leave.

8.1.2 **Compensation** — Pay for any days of such absence shall be the same as the pay, which would have been received had the member served during the day. Credit for leave of absence need not be accrued prior to taking such leave of absence, and such leave of absence may be taken at any time during the year. However, a member of the bargaining unit who is a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this Section 8.1 of Article VIII, until the first day of the calendar month after completion of six (6) months of active service with the District.

A member of the bargaining unit who resigns, or otherwise leaves the employment of the District, who has all paid illness or injury leave and has taken

611 additional unearned leave, shall have the amount of compensation received for
612 illness or injury leave taken, but unearned, deducted by the District from the
613 member's last warrant. A member who is absent from the regular duty day as
614 defined in Article IX, HOURS, shall have deducted from the member's
615 accumulated sick leave the actual amount of time absent. Any member covered by
616 this Agreement working less than full time shall be entitled to sick leave in the
617 same ratio that the employment bears to full-time employment, as defined in the
618 California Education Code Section 45191, or its successor.
619

620 8.1.3 Notification — Whenever possible, a member must contact his/her immediate
621 supervisor or designee as soon as the need to be absent is known, but in no event
622 less than sixty (60) minutes prior to the start of the workday, to permit the
623 employer time to secure a substitute for service. Night custodians shall notify the
624 substitute caller of their intended absence two hours before report time on the day
625 they will be absent. Failure to provide adequate notice may be grounds for denial
626 of leave with pay. The notification described herein shall include an estimate of
627 the expected duration of the absence, A member becoming aware of the need for
628 absence due to surgery or other predictable or priority scheduled cause shall
629 submit a statement from their attending physician as far in advance of the initial
630 disability date as possible. The physician's statement shall include the beginning
631 date of disability, the cause of the disability, and the anticipated date of the
632 member's return to active service.
633

634 8.1.4 Return to Service — Immediately upon return to active service, the member shall
635 complete and submit the District Absence and Leave Affidavit to the member's
636 supervisor. For absence of more than three (3) days, a member may be required to
637 present a doctor's certificate verifying the personal illness or injury and/or an
638 authorization to return to work. If requested by the District, a member shall not
639 return to work until the member submits a medical doctor's authorization to return
640 to work. Delay of the employee's return to work because of a District-required
641 medical examination shall not be deducted from the employee's sick leave
642 account, nor shall the employee lose any pay.
643 A member who has experienced a disability absence requiring surgery,
644 hospitalization, or extended medical treatment shall be required, prior to return to
645 active service, to submit a medical statement on the District form indicating their
646 ability to return to their present position without restrictions or detriment to the
647 member's physical and/or emotional well-being. The District management may
648 require that such verification be made by a physician appointed and paid for by
649 the District. If the member indicated that they will be absent for more than one (1)
650 day, that member shall not be permitted to return to service and shall be charged
651 with one (1) additional day of illness or injury leave, if the member fails to notify
652 the District of the intent to return to service prior to the close of the preceding
653 duty day and by such notification failure, a substitute is secured.
654

8.1.5 Accumulation of Leave — If a member does not take the full amount of illness or injury leave allowed in any school year under this Article, the amount not taken shall be accumulated from year to year.

8.2 Extended Illness and Injury Benefits — When a member of the bargaining unit is absent from his/her duties because of illness or injury for a period of five (5) calendar months or less, whether or not the absence arises out of or in the course of employment of the member, the amount deducted from the salary due the member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute to fill the member's position during the member's absence. Entitlement to such leave provisions under this Section, if any, shall be used after entitlement to all regular sick leave, vacation, or other available paid leave has been exhausted. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred.

8.3 Pregnancy Leave:

8.3.1 Members are entitled to use sick leave, as set forth in Sections 8.1 and 8.2 of Article VIII of this Agreement, for that period of time verified by the attending physician that the member is unable to continue to perform assigned duties because of temporary disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing or preparation for child bearing, but shall be limited to those temporary disabilities as set forth above. Any member of the bargaining unit who is pregnant shall submit a written statement to Personnel Services no later than three (3) months before the expected date of delivery, together with a written statement from the attending physician. The physician's statement and member's statement shall be on the forms prescribed by the District. Sick leave benefits in connection with the pregnancy shall terminate when the member's physician verifies that the member is physically able to return to work.

8.4 Industrial Accident or Illness Leave:

8.4.1 Classified personnel shall be granted industrial accident leave or illness leave in accordance with the following regulations:

8.4.1.1 Allowable leave shall be for not more than seventy-five (75) working days in any one fiscal year for the same accident.

8.4.1.2 Allowable leave shall not be accumulative from year to year.

8.4.1.3 Industrial accident or illness leave will commence on the first day of absence.

8.4.1.4 Payment of wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this State, exceed the normal wage for the day.

8.4.1.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation and award made under Worker's Compensation.

- 8.4.1.6 When an industrial accident or illness occurs at the time when the full seventy-five (75) 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.
- 8.4.2 The industrial accident or illness leave of absence is to be used prior to any other leave of absence, whether paid or unpaid, authorized by this Agreement. When entitlement to industrial accident or illness leaves has been exhausted, entitlement to other sick leave may then be used; but if an employee is receiving Worker's Compensation, he or she shall be obligated to use only so much of his or her accumulated or available sick leave, accumulated time, vacation, or other available leave which, when added to the Worker's Compensation award, provide for a full day's wage or salary.
- 8.4.3 Periods of leave of absence, paid or unpaid, shall not be considered a break in service of the employee.
- 8.4.4 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 Worker's Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Section.
- 8.4.5 When all available leave of absence, paid or unpaid, has been exhausted and if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months; he/she shall be employed in a vacant position in the class of the 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 he or she shall be listed in accordance with appropriate seniority regulations.
- 8.4.6 This Section shall only apply to Classified employees who have obtained permanency in the District.
- 8.4.7 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.
- 8.4.8 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 may be dismissed.
- 8.4.9 Unless previously notified by the employee of the desire to be treated by their personal physician, the District reserves the right to secure proof of industrial accident or illness of any member of the bargaining unit by the District's physician and/or hospital. Before salary payments shall be made to a member absent because of industrial accident or illness, a report of such accident or illness must be on file, on the form prescribed by the District, in the Office of the Superintendent. The District has the right to designate physicians and emergency clinics who will be responsible for determining the length of time during which

the member will be temporarily unable to perform assigned duties, for determining the degree to which a disability is attributable to the industrial injury or illness involved, and for providing the treatment as required. However, after thirty (30) days from the first date of injury or illness, the member may utilize the services of his/ her own physician upon notification to the District.

8.5 Bereavement Leave:

8.5.1 A member of the bargaining unit shall be entitled to a leave of absence, not to exceed five (5) days, or six (6) days leave of absence if 400 miles travel is needed, because of the death of any member of his/her immediate family. No deduction shall be made from the salary of such member, nor shall such leave be deducted from leave granted by other provisions of this Agreement. A member of the bargaining unit shall be required to report or call the absence in the current absence management system prior to the start of their regular work shift to notify the District of a leave of absence due to the death of a member of their immediate family. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized leave. An immediate family member shall be limited to mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister aunt, uncle, niece nephew of the employee or of the spouse of the employee, and the spouse and any person living in the home. Also included is the parent of the employee's child or any exceptions granted by the Superintendent. An employee may also be granted a leave of absence without loss of pay, up to one (1) working day depending on the time and location of service to attend the funeral services of a relative or friend, with prior approval of the supervisor or Superintendent or designee. More than one (1) request of this type in any single school year requires prior approval of the Superintendent or designee.

Bereavement leave shall be completed within twelve (12) months of the date of the death of the deceased. If the District reasonably suspects abuse of this leave, it may require the unit member to verify in writing to support the use of bereavement leave.

8.6 Reproductive Loss Leave

8.6.1 A unit member is entitled upon request to take up to five (5) days of leave following a reproductive loss event (i.e., miscarriage, stillbirth, failed adoption, failed surrogacy, or an unsuccessful assisted reproduction). Leave may be taken nonconsecutively. Reproductive loss leave shall not exceed twenty (20) days within a 12-month period if a unit member experiences more than one reproductive loss event.

8.6.2 Leave shall be completed within three (3) months of the reproductive loss event. However, if a unit member is on or elects to go on any leave provided under state or federal law, then leave shall be completed within three (3) months of the end date of the other leave.

8.6.3 Reproductive loss leave shall be unpaid, except that a unit member may use their accrued and available sick leave, vacation leave, or other compensated time off.

8.7 Judicial Leave:

8.7.1 Unit members will be provided judicial leave for regularly called jury duty and to appear as a subpoenaed witness in court, other than as litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall present the official court summons to jury service or the official court summons to serve as a witness to the unit member's immediate supervisor within one (1) working day of receipt. Time served by a unit member or judicial leave without proper notification to the appropriate supervisor will be considered an unauthorized absence and shall result in loss of compensation to the unit member.

8.7.2 Unit members shall receive full compensation while on judicial leave, provided that any jury service fee and witness fee is returned to the District, excluding reimbursement for transportation expenses. A statement from the clerk verifying fees or compensation paid may be required. Any unit member ordered to court as a defendant shall have salary deductions made only if judged guilty of a misdemeanor or felony.

8.7.3 Any unit member receiving leave under this Article shall return to their regular work location if there are four (4) or more hours left in their regular work shift at the time of release by the court.

8.7.4 The term "subpoena" shall be construed to include any actual court order to appear in court or to appear before any other judicial, administrative, or legislative body empowered with the authority to issue a subpoena for purposes of: cases in court, administrative hearing, physical examination, witnesses, and jury duty. The member shall not volunteer for additional jury duty beyond the normal legal requirement, and the leave of absence provided for in this Section 8.6 shall not be available for such jury service. The pay for any days of jury duty shall be the same as the pay which would have been received had the member been on duty in the District during the day, provided that the member transmits to the District Business Office any juror's fees received, exclusive of mileage. Otherwise, the member will receive pay in the amount of the difference between the member's regular earnings and any amount received for jury service.

8.8 Personal Necessity Leave:

8.8.1 Leave, which is credited under Section 8.1 of this Article, may be used at the member's election for purposes of personal necessity, provided that the use of such personal necessity leave does not exceed seven (7) days in any school year.

8.8.2 Personal necessity means any business or activity, as described below. In addition, bargaining unit members shall be eligible to use no more than two (2) Personal Necessity Leave days as "no tell". "No tell" days shall not be used to extend a holiday or scheduled vacation. If a Personal Necessity Leave day is used on a day immediately preceding or following a holiday or scheduled vacation, then the unit member shall provide reasonable documentation to support the use of such leave. An employee shall not be required to secure advance permission to

use Personal Necessity Leave. The district may request the employee provide reasonable verification that an absence is properly chargeable to earned sick leave under this section if misuse of PNL is suspected.

8.8.2.1 Personal Necessity means:

- 8.8.2.1.1 A business or civic endeavor or activity which cannot be conducted before or after the work day.
- 8.8.2.1.2 Death or serious illness of a member of his/her immediate family.
- 8.8.2.1.3 Accident involving his person or property, or of his/her immediate family.
- 8.8.2.1.4 Observance of a traditional religious holiday, provided that notice is given to the District at least five (5) working days prior to the date of the holiday.
- 8.8.2.1.5 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction for reasons not brought about through the connivance or misconduct of the unit members. Should the circumstances outlined in paragraph 8.8.2.1.5 arise, the member will make every effort to comply with District procedures to enable the District to secure a substitute.

8.9. Personal Leave:

- 8.9.1 Members of the bargaining unit may be granted personal leave without pay at the sole discretion of the Superintendent or designee, not to exceed five (5) days during any one school year. All such leave must have prior approval by the Superintendent or designee; otherwise, the leave shall be considered as unauthorized.

Where personal leave exceeds five (5) days, a written request shall be presented to the Board of Trustees for consideration.

Gainful employment during the leave shall void the leave. Personal leave shall not be granted for purposes of work stoppage, work slow down or strike; any concerted activity that interferes with the efficient operation of the District, personal convenience or routine, personal activities or vacation, holiday, recreation, or social activities, except in cases where there are extenuating circumstances as determined solely by the Superintendent or designee. Under all circumstances, a member shall verify in writing that personal responsibility for which the leave is requested cannot reasonably be fulfilled during hours when the member is not assigned to work. Issues arising out of the exercise by the District of these responsibilities under Section 8.9 of this ARTICLE VIII, including the facts underlying the exercise of such discretion, shall not be subject to the Grievance Procedure as set forth in ARTICLE VI herein.

8.10 Other Leave Without Pay

- 8.10.1 Members of the bargaining unit who have attained permanent status may request an unpaid, personal leave without pay for periods in excess of five (5) days. The

request shall be made in writing on the form prescribed by the District. The leave must be processed through the member's immediate supervisor and approved by the Superintendent or designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. If the needs of the District can be met, leave not to exceed one (1) year may be granted without pay for:

- Leave to serve in the Armed Forces in fulfillment of obligations incurred under Federal or State law (except where leave with pay is mandated by Federal or State law).
- Leave for academic study.
- Leave for serving in Peace Corps, job corps, teachers corps, foreign military teaching programs, or Federally sponsored civil service.
- Leave for child rearing and/or preparation for child bearing.
- Leave to run for or serve in an elective office.
- Leave to serve as an officer in the Association or its affiliates.

Request for leave without pay not listed herein may be approved if the Superintendent is satisfied that the needs of the District can be met.

These leave requests must then be processed through the steps as outlined in the first paragraph of this Section.

A member on leave without pay may participate in the employee group benefits provided the member pays to the District the full cost on a monthly basis in advance of the month due.

A member on leave without pay may remain an active participant in the Public Employees' Retirement System by contributing thereto the amount necessary to continue as a member on leave as provided by the provisions of the retirement system of which the employee is a member.

A member of the bargaining unit may request to return to service prior to the last date of the leave as approved by the District by so notifying their immediate supervisor in writing at least five (5) working days in advance of the date the member desires to return.

If the leave was granted for personal, health reasons, the member shall submit prior to return to active service a medical statement on the district form indicating an ability to return to his/her position without restrictions or detriment to the member's physical and/ or emotional well-being. Deductions for unpaid leave shall be made using the following formula: Monthly Base Pay x FTE divided by 21.67.

If the leave was granted for the employee or family members (as defined by the FMLA) health reasons, the employee may apply for up to three (3) months of health coverage. During this time, the District will continue to make the District's health benefit contribution and the employee will make his/her health benefits contribution based on the employee's FTE (Full Time Equivalent).

A member on personal leave without pay for more than fifty percent (50%) of his/her annual days of required duty shall not advance a step on the Salary Schedule as provided in ARTICLE XI during the year of service toward a salary or vacation accrual longevity increment.

Issues arising out of the exercise by the District of these responsibilities under Section 8.9 of this ARTICLE VIII, including the facts underlying the exercise of such discretion, shall not be subject to the Grievance Procedure as set forth in ARTICLE VI herein.

8.11 Special Leave

8.11.1 Employees in the bargaining unit working four (4) hours or more daily shall be entitled to three (3) days non-cumulative Special Leave during each full school year, provided that the dates of such leave are approved in advance by the supervisor.

Pay for days taken off on a special leave by Classified personnel will be reduced by fifty percent (50%) of the employee's daily rate, whether or not a substitute is employed.

8.12 Re-Training and Study Leave

8.12.1 The District may grant a leave of absence to a member of the bargaining unit for study or re-training, at its sole discretion. Study or re-training leaves of absence may be taken in separate six (6)-month periods or in any other periods designated by the District for a maximum cumulative leave of one (1) year, provided that the total leave of one (1) year shall be commenced and completed within a three (3)-year period. To be eligible for a study or re-training leave, the member must have seven (7) consecutive years of full-time, paid service in the District. To be eligible for a study or re-training leave, the member must agree to render at least two (2) years of service in the employment of the District after returning from the leave.

- A member who has received a study or re-training leave shall not be considered to be eligible for further leaves under this Section.

- To apply for a study or re-training leave, the member must submit a total study or re-training plan, including name of education or training institutions, proof of acceptance into the program, a detailed description of the skills, knowledge, and abilities the member will gain during the leave, a statement of the direct use of the skills, knowledge, and abilities in the future service to the District, a suggested leave timeline, and the number of hours required attendance in the program. The application must be submitted to the Superintendent or designee not later than three (3) months prior to the proposed beginning date of the leave. Members granted a study or re-training leave shall be required to perform such services during the leave as the District and the member agree to in writing. A member on a District-approved study or re-training leave shall receive the difference between the salary of the member on leave and the salary of a substitute in the position previously held by the member on leave. If a substitute is not utilized, the member on leave shall receive one-half of the member's regular rate of pay. Any compensation granted by the District to a member on leave shall be paid in two equal annual installments during the first two years of service rendered in the employment of the District following completion of the leave. However, if the member furnishes a suitable bond indemnifying the District against loss in the event that the member fails to render at least two (2) years' service following the completion of the study and re-training leave, the

976 compensation approved by the District will be paid the member on leave in the
977 same manner as if the member were in working status.

978 • A member on a study or re-training leave shall not earn, nor be entitled to
979 use, sick leave, vacation, holiday, or any other form of paid leave. A member on
980 a study or re-training leave shall not earn seniority while on leave and shall not
981 be eligible to receive fringe benefits provided in ARTICLE XIII of this
982 Agreement.

983 • The District may terminate a study or re-training leave member and
984 recover any or all compensation granted to the leave member if the member fails
985 to comply with the provisions of this Agreement related to such leaves or any
986 reasonable requests made by the District. Issues arising out of the exercise by the
987 District and administration of its responsibilities under Section 8.11 of this
988 ARTICLE VIII, including the facts underlying its exercise of such discretion,
989 shall not be subject to the Grievance Procedures as set forth in ARTICLE VI.

990 8.13 General Provisions for Leaves of Absence

991 8.13.1 Application for leave of absence or an extension or renewal thereof must be
992 made in writing to the Superintendent stating the purpose of the leave, the
993 period of the leave and, if required by the Superintendent, must be accompanied
994 by certain specified supporting statements concerning the need or desirability of
995 said leave.

996 8.13.2 A leave of absence shall be used essentially and primarily for the purposes
997 stated by the employee in the application which was approved by the
998 Superintendent and for which the leave was granted by the Board.

999 8.13.3 Any substantial alteration of approved plans or purposes of the leave by the
1000 employee without the approval of the Board may be considered cause for
1001 dismissal of the employee.

1002 8.13.4 Unless otherwise provided herein, leaves of absence shall be for a maximum of
1003 one (1) school year.

1004 8.13.5 All provisions relating to a request for a leave shall also apply to a request for an
1005 extension or renewal of the leave.

1006 8.13.6 The Superintendent may grant leave without pay for a period not to exceed five
1007 (5) school days. Leaves of absence for a period of more than five (5) school
1008 days may only be authorized by the Board.

1009 8.13.7 Failure on the part of any Classified employee to secure a grant for a leave of
1010 absence before being absent from assigned duties may be considered as a
1011 resignation of that employee from the School District.

1012 8.13.8 Unpaid leaves of absence granted to a probationary employee shall not count as
1013 time of service toward permanent status.

1014 8.13.9 If an employee on unpaid leave of absence desires to be reassigned to duty
1015 following the termination of a leave, application for reinstatement must be in
1016 writing to the Superintendent at least forty-five (45) days prior to the
1017 termination of the leave.

1018 8.13.10 The Superintendent may make an exception to the requirement of Section 8.12.9
1019 upon written request of the employee. If the Superintendent is not notified of
1020 intention of return to duty at least forty-five (45) days prior to termination of an
1021 unpaid leave, the position shall be considered vacant.

- 1022 8.13.11 Employees desiring to return to work following a non-paid leave of absence of
1023 less than one hundred ninety-five (195) working days shall be reassigned to a
1024 position in their original classification as soon as reasonable after the proper
1025 application has been received by the Superintendent. Employees desiring to
1026 return to work following a non-paid leave of absence of more than one hundred
1027 ninety-five (195) working days shall be given the first available position within
1028 their respective classification.
- 1029 8.13.12 An effort should be made to return the employee to the assignment held prior to
1030 the leave, but each employee requesting leave shall agree to accept a different
1031 assignment upon return if the needs of the District so require.
- 1032 8.13.13 The District and members of the Board are freed of any liability for payment of
1033 compensation or damages provided by law for death or injury of a Classified
1034 employee if the death or injury occurs while the employee is on an unpaid leave
1035 of absence granted by the Board.
1036

1037 8.14 Family Care and Medical Leave

1038 The district will comply with the federal Family and Medical Leave Act of 1993, the
1039 California Family Rights Act, and state and federal regulations implementing such laws.
1040

ARTICLE IX HOURS, HOLIDAYS, VACATION

- 9.1 For the purpose of this Article, the work week shall mean no more than forty (40) hours, Monday through Friday.
- Current employees shall not have their week changed from Monday through Friday, but the District may create a work week of other than Monday through Friday and less than forty (40) hours for vacant or newly created positions.
- 9.1.1 The hours of work for full-time bargaining unit employees shall be eight (8) hours per day. The hours of work for part-time bargaining unit employees shall be determined by the District.
- 9.1.1.1 By mutual agreement between the employee and supervisor, a ten (10) month employee may work with their supervisor to flex their schedule to account for the last day of school. The intent of this provision is for an employee to add time to their schedule prior to the last day of school in order to leave their workday early on the last day of school.
- 9.1.2 Overtime shall be authorized and approved by the immediate Supervisor. Such authorization/approval requirements shall not be construed so as to deny overtime entitlement under the Fair Labor Standards Act.
- 9.1.3 Authorized overtime shall be paid at the following rates: Time and one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Time and one-half for all hours worked on the sixth (6th) day and double time for all hours worked on the seventh (7th) day, regardless of total hours worked during the week involved.
- 9.1.4 At the option of the employee, authorized overtime shall be paid compensation or compensatory time off at the appropriate rate of pay.
- 9.1.5 When a Classified employee is required to work on any holiday listed in Section 9.2 of this Article, s/he shall be paid compensation, or given compensating time off, for such work in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
- 9.1.6 The designation, authorization, and allocation of any overtime shall rest solely with the District management. The District shall make every effort to assign overtime on a rotating basis to individuals most familiar with the work involved.
- 9.1.7 Emergency Service Call: When a full-time bargaining unit employee is called in by authorized personnel beyond his/her regular working day to provide an emergency service to the District, s/he shall be guaranteed a minimum of two (2) hours of compensation at appropriate rate of pay. An employee who is assigned to vandalism standby duty during a weekend or holiday period shall receive a minimum compensation of two (2) hours for each day of standby duty. If called to duty, the minimum compensation shall be part of the total compensation paid for that weekend or holiday work.
- 9.1.8 Lunch Period: All unit members who have been on duty for five (5) hours shall be entitled to an unpaid, duty-free lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes per day. The time shall be adjusted to meet specific needs and shall be determined by the employee's immediate supervisory.

- 9.1.9 Rest Period: All bargaining unit employees who work eight (8) hours per day shall be allowed two (2) fifteen (15) minute rest periods per day. Bargaining unit employees who work from four (4) hours to eight (8) hours shall be allowed rest periods on a pro-rated basis. The specific time of rest periods shall be determined by the employee's immediate supervisor. When an Instructional Aide works recess duty, it is not to be considered a rest period.
- 9.1.10 Work Year: The work year of all bargaining unit employees shall be as follows:
- 1) The work year of all bargaining unit employees who work twelve (12) months is *two hundred forty-five (245) days plus* vacation and holidays.
 - 2) The work year of all bargaining unit employees who work *eleven (11)* months is *two hundred twenty-three (223) days plus* vacation and holidays.
 - 3) The work year of all bargaining unit employees who work less than ten (10) months is one hundred eighty-two (182) days plus vacation and holidays.
- 9.1.11 Hours of Work: During school recess periods, maintenance, grounds and custodial personnel may work 7:00 a.m. to 3:30 p.m.
- 9.1.12 Increase in Hours: When additional hours need to be assigned to a part-time position(s), the incumbent(s) in the position(s) shall be offered the additional time. If the incumbent(s) declines the additional time, the additional time will be offered to other unit members in the same class at the work site based on hire-date seniority. The increase of time may be offered on a District-wide basis, if not filled by the incumbent(s) or at the work site. Upon acceptance of an increase in hours under this Section, the District shall notify the unit member, in writing, of the increase in time and additional entitlements to sick leave, vacation and fringe benefits.
- 9.1.12.1 When the additional hours are funded by restricted and/or categorical funds of finite duration, the notice provided for in Section 9.1.12 above shall also include the duration, including ending date, of the additional hours. Such hours shall terminate automatically on the date specified. This notice shall be deemed to have met all of the notice requirements of Article XVIII of this Agreement.
- 9.1.12.2 Traffic Supervision hours shall initially be offered to unit members pursuant to this section (9.12 and 9.12.1) at the work-site, after which the hours may be offered to non-unit personnel.
- 9.1.13 A classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136. If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding

1133 overtime. Except where vacation entitlement is accrued on the basis of actual
1134 hours of paid regular service, vacation entitlement shall be based on the average
1135 number of hours worked per working day during the portion of the school year
1136 in which the employee is assigned to duty. It is the intent of the Legislature, in
1137 enacting this section, to insure that part-time employees are accorded fringe
1138 benefits on an appropriate prorated basis with full recognition given to the
1139 number of hours worked by the part-time employee rather than on the basis of
1140 time fixed to the position when the fixed time is not reasonably correlated with
1141 the actual time worked. This section is to be liberally construed in order that the
1142 provisions of Section 45136 may not be circumvented by requiring employees
1143 to work in excess of the regularly fixed hours for a position on an overtime basis
1144 but for which premium pay is not provided nor appropriate adjustment is not
1145 made in fringe benefit entitlement.
1146

1147 9.2 Holidays

1148 The following days shall be established as paid holidays for bargaining unit employees.
1149 Specific placement of the holidays shall be pursuant to the yearly agreed-upon calendar.
1150

1151 HOLIDAYS All probationary or permanent employees that are a part of the classified
1152 service shall be entitled to the following paid holidays provided they are in
1153 a paid status during any portion of the working day immediately preceding
1154 or succeeding the holiday. (Education Code section 45203). Seventeen
1155 (17) paid holidays for twelve (12) month employees; fifteen (15) paid
1156 holidays for ten (10) month employees.
1157

1158 Independence Day -- July 4

1159 Labor Day -- First Monday in September

1160 Admission Day -- September 10 (Part of Christmas Holiday)

1161 Veteran's Day -- November 11 (or day in November

1162 Governing

board designates)

1164 Thanksgiving Day -- Fourth Thursday and Friday in November

1165 Christmas Day -- December 24, 25

1166 New Year's Eve Day -- December 31

1167 New Year's Day -- January 1

1168 Martin Luther King Day -- Third Monday in January

1169 Lincoln's Birthday -- February 12 (or day in February Governing

Board designates)

1171 Washington's Birthday -- Third Monday in February

1172 Spring Break -- Friday before Easter

1173 Cinco de Mayo Day -- May 5 (Part of Christmas Holiday)

1174 Memorial Day -- Last Monday in May

1175 Juneteenth -- June 19
1176
1177
1178

1179

1180 9.2.1 When any legal or local holiday falls on a Sunday, the following Monday shall

1181 be a holiday in lieu of the day observed. When the holiday falls on a Saturday,

1182 the preceding Friday shall be the holiday.

1183 9.2.2 The holidays falling within a vacation period shall not constitute a vacation day.

1184 9.2.3 Unit members shall be compensated for any legal holiday specified under

1185 Article 9.2 which falls outside of their normal work year, provided that the unit

1186 member works the day before or the day after the holiday, in accordance with

1187 Education Code 45102.

1188

1189 9.3 Vacations

1190 Classified employees shall be entitled to paid vacation days according to the following

1191 schedule:

1192

1193 Twelve (12) Month Employees:

1194 1 year 13 days

1195 2 - 9 years 16 days

1196 10 - 14 years 17 days

1197 15 - 20 years 18 days

1198 20 years or more 21 days

1199

1200 Eleven (11) Month Employees:

1201 1 year 12 days

1202 2 - 9 years 15 days

1203 10 - 14 years 16 days

1204 15 - 20 years 17 days

1205 20 years or more 20 days

1206

1207 Ten (10) Month Employees and School Year Employees:

1208 1 year 12 days

1209 2 - 14 years 15 days

1210 15 - 20 years 16 days

1211 20 years or more 19 days

1212

1213 9.3.1 Employees shall take as much vacation time as possible during non-instructional

1214 days and school holidays.

1215 9.3.2 July 1 shall be used as the anniversary date for the purpose of determining the

1216 number of days of vacation. The number of days of vacation the first year of

1217 employment shall be determined by the number of months of employment prior

1218 to July 1 of that year.

1219 9.3.3 Vacation time earned in one fiscal year must be used or paid for prior to April

1220 30 of the next fiscal year, unless an exception is specifically approved by the

1221 Superintendent. The District shall not pay for vacation time except for those

1222 employees who earn more vacation time than they are able to take on non-

1223 instructional days during the regular school year; for such employees, the

1224 District's maximum payoff for unused vacation shall be six (6) days per year.

- 1225 9.3.4 The specific vacation time should be scheduled according to District needs and
1226 the individual's wishes. However, the vacation date must be approved by the
1227 employee's immediate supervisor. The District may establish certain periods
1228 within the school year when vacation days may not be taken. Such periods may
1229 vary for individual members of the bargaining unit or groups of members in the
1230 best interest of and at the sole discretion of the District. Members of the
1231 bargaining unit critical to the operation of the school will not normally be
1232 allowed to utilize vacation days except during periods when school is not in
1233 session. There may be exceptions to the above scheduling provisions with the
1234 mutual agreement of both the member and the immediate supervisor. Members
1235 of the bargaining unit employed less than twelve months shall utilize vacation
1236 days between the beginning and ending dates of their period of employment.
1237 When conflict in scheduling vacation days occurs because too many members
1238 are requesting to be absent at the same time, seniority will be used as a basis for
1239 approving vacations of those members that can be spared during that time
1240 period. Probationary members of the bargaining unit must have completed at
1241 least six (6) months of service before vacation leave may be taken.
1242
- 1243 9.3.5 Employees shall submit a written vacation plan each year as requested by
1244 immediate supervisors. Such plan shall be submitted by June 1. (See Side letter
1245 re Vacation Planning at the end of the Contract.)
- 1246 9.3.5.1 All ten (10) month employees shall receive a calendar with all non-
1247 instructional days marked with a red "x". Ten (10) month
1248 employees who have accrued more than fifteen (15) days of
1249 vacation shall revise their calendar to reflect the vacation days they
1250 are requesting. All employees shall submit a signed calendar to
1251 their supervisor.
1252
- 1253 9.3.5.2 All unit members shall enter their vacation days into Frontline
1254 (AESOP) or the District's prevailing attendance reporting system
1255 immediately after supervisor's approval.
- 1256 9.3.6 Earned vacation shall become a vested right upon completion of the first six (6)
1257 months of employment.
- 1258 9.3.7 Employees may be granted vacation during the year even though not earned at
1259 the time the vacation is taken.
- 1260 9.3.8 Upon termination, for any reason, the employee shall be entitled to
1261 compensation for all earned and unused vacation, except those employees who
1262 have not completed six (6) months of employment in regular status shall not be
1263 entitled to such compensation.
- 1264 9.4 Summer School Programs
1265
- 1266 9.4.1 When the District maintains a Summer School Program, notice of available
1267 assignments shall be posted on bulletin boards in prominent locations at District
1268 job sites for a period of five (5) working days, during which time employees
1269 may apply for the assignment.

1270 9.4.2 Assignments for Summer School shall be made on the basis of both
1271 qualifications and seniority for employment in each classification of service
1272 which is required.

1273 9.4.3 No classified employee employed during the school year shall be required to
1274 accept Summer School employment.

1275 9.4.4 Classified unit members may use accrued sick leave consistent with Article
1276 VIII, when assigned to work during Summer School (Education Code section
1277 45102).

1278 9.4.5 Unit members working during any Summer School Program shall earn sick
1279 leave and vacation leave on a pro rata basis, and all such hours shall be reported
1280 to CalPERS, as required.

1281 9.4.6 Any unit member who works in a lower classification during any Summer
1282 School Program shall be paid at the appropriate lower range on step three (3) of
1283 the established CSEA salary schedule.

1284

1285 Any unit member who works in a higher classification during any Summer
1286 School Program shall be paid at either of the following: Five percent (5%)
1287 above their ordinary range and step; or, at the next higher step of the
1288 posted/higher classification (when compared to their ordinary range and step),
1289 whichever is higher.

1290

ARTICLE X – PROMOTION

- 10.1 Promotion on the salary schedule shall be deemed to mean reassignment to a position, which is on a higher classification of the schedule. An individual, when promoted from one classification to another, shall be placed pursuant to (a) or (b) below, whichever generates the higher salary.
- (a) The individual shall receive up to two (2) years credit for service rendered in the District for purposes of placement on the higher range; Or
- (b) Placement on the new range at the step, which is next higher, in amount of salary, over the amount being received in the lower classification. There shall be no recruiting for employees outside of the District until it has been determined that there are no qualified applicants in the employment of the District to fill the new or vacant position within the bargaining unit.
- 10.2 **Posting of Notice**
Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 10.3 **Notice Contents**
The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 10.4 **Filing**
Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Personnel Office within the filing period. Any employee on vacation or on unpaid status during recess periods may authorize CSEA to file on the employee's behalf.
- 10.5 **Certification of Applicants**
Within fifteen (15) working days following completion of the filing period, the Personnel Office shall notify in writing each applicant as to whether he/she has met the minimum qualifications.
- 10.6 **Promotional Order**
Any employee in the bargaining unit who files for the vacancy during the posting period and is qualified shall be promoted into the vacant position. If two (2) or more employees who file have the same qualifications, the employee with the greatest bargaining unit seniority shall be the one promoted. In the event that two (2) or more employees have identical seniority, the employee to fill the position shall be selected by the District.

ARTICLE XI – TRANSFER

- 11.1 A transfer is a change in work location within the same classification or to another classification with the same salary range designation. Except in unusual circumstances, probationary employees will not be eligible for voluntary transfers.
- 11.2 Involuntary Transfer
A unit member may be transferred at their request or for the good of the District from one position to another with the approval of the Superintendent/designee. CSEA shall be given at least five (5) days' notice of the transfer prior to its implementation. Transfers for the good of the District, as determined by the Superintendent/designee, shall pertain to the needs of the District, the filling of a vacancy, or the safety and health of students. The District may consider seniority as a factor when making a transfer, provided that it does not impair the District's reason for initiating the transfer. The district shall receive CSEA approval, in writing to waive the five (5) day notice requirement.
- 11.3 A unit member desiring a transfer shall file a written request with the Personnel Office. Said request shall remain on file until withdrawn by the employee. When a new position is created or an existing position becomes vacant, the District shall give preference to bargaining unit employees serving in the same class in the District who have a transfer request on file. Approval of requests shall remain discretionary with the District.
- 11.4 No employee shall be transferred temporarily to a work location other than the employee's normal work site for a period in excess of twenty (20) working days during the regular school year without the written consent of the employee.
- 11.5 Posting of Notice
Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 11.6 Notice Contents
The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 11.7 A permanent employee with two (2) years of consecutive service in the District, who is incapable of performing the duties of his/her class because of illness or injury, shall be given alternate work when the same work in the related class is available. The alternate work may constitute promotion, demotion or lateral transfer to a related class, but it shall be constituted only upon concurrence of the employee. Employees with less than two (2) years consecutive service may request a transfer.
- 11.8 A unit member who requests a transfer to a vacant position and who is qualified for the vacant position may be transferred. If two (2) or more employees requesting transfer to the same position have the same qualifications, the employee with the greatest bargaining unit seniority shall be transferred. In the event that two (2) or more employees have identical seniority, the employee to be transferred shall be selected by the District.
- 11.9 If the District decides to fill a vacant or newly created position, such position shall be filled with a regular classified employee within twenty (20) days of creation of the vacancy. If there are no qualified applicants available, the twenty (20) day period shall be

extended in ten (10) day increments until a qualified applicant is available. If the District decides not to fill a vacancy, it may not use a substitute, temporary, or short-term employee in such position.

ARTICLE XII - EVALUATION PROCEDURE

12.1 Probationary Employees — Probationary employees shall serve a probation period of six (6) months. Probationary employees shall be evaluated twice during probation, prior to the end of the third (3rd) and fifth (5th) months. Prior to the completion of six (6) months of employment, the employee's supervisor will submit a recommendation to the Personnel Office to place the employee on permanent status. The employee will be placed on the next step horizontally of the salary schedule after successful completion of the probationary period. The Personnel Office will retain a master calendar of hiring dates of all Classified employees to verify the six (6) month probationary period and will submit a written notice to the Payroll Office as to salary increment adjustments.

12.2 Permanent Employees — Permanent employees shall be evaluated annually or, by mutual agreement between the unit member and evaluator, on every other year basis. Evaluations for permanent employees shall be completed by February 1 of the year in which the evaluation takes place.

12.2.1 The parties agree to continue the Evaluation Pilot begun in 2016-17

2016-17 First Year pilot.

2017-18 All Classified Staff will pilot the Goals/Section/Process

2017-18 Second year pilot

2018-19 Implement new evaluation system with all

12.3 All Employees — All evaluations shall be written on approved forms. The written evaluation shall be shared with the unit member in an evaluation conference with the designated management person (evaluator). If the evaluation is a notice of unsatisfactory performance the supervisor/evaluator shall inform the employee that upon request, he/she shall have the opportunity to seek CSEA representation.

Upon completion of the evaluation conference, the designated management person shall sign the evaluation form. The unit member shall sign the evaluation form. The unit member's signature only indicates receipt of the evaluation and does not indicate agreement with the written evaluation. The unit member shall receive a copy of the evaluation.

The original copy of the evaluation will be placed in the personnel file of the unit member.

The evaluator shall not base his/her evaluation of an evaluatee on any information, which was not collected through direct observation. Hearsay statements shall be excluded from written evaluations.

If an evaluation shows that a unit member's work does not meet District standards of performance, the designated management person shall include specific written recommendation(s) for improvement. The designated management person shall assist the unit member in carrying out these recommendations. Unit members that receive an

unsatisfactory evaluation will be re-evaluated three (3) to four (4) months later. A second unsatisfactory evaluation may be grounds for dismissal.

The unit member shall be given the opportunity to prepare a written response to any evaluation and this response shall be attached to the evaluation prior to placement in the unit member's personnel file.

A copy of the evaluation shall be maintained in the confidential personnel file of the unit member.

12.4 Personnel Files — The personnel file of each unit member shall be maintained at the District's central administration office.

All personnel files shall be considered confidential and access shall be limited to authorized personnel on a professional need-to-know basis. A log shall be maintained in each personnel file, which shall indicate the persons who have examined the personnel file and the date such examinations were made.

The unit member may examine and/or obtain copies of any materials from the unit member's personnel file with the exception of materials which: A) were obtained prior to the employment of the unit member; B) were prepared by identifiable examination committee members; or C) were obtained in connection with a promotional examination.

The unit member shall receive a copy of any materials placed in the unit member's personnel file. Within ten (10) working days of receipt of materials of a derogatory nature which are to be placed in a personnel file, the unit member shall have the right to respond thereto and to have his/her written comments attached to such materials. A unit member shall be entitled to review and/ or write a response to derogatory materials during normal working hours and without loss of pay.

Any person who places written materials or drafts written materials for placement in a unit member's file shall sign and date the materials.

Upon authorization by the unit member, CSEA representatives shall be able to review the unit member's file.

ARTICLE XIII - COMPENSATION AND BENEFITS

13.1 **Professional Growth Requirements**

- 13.1.1 Increments can be earned to a maximum of six (6) 9-unit increments for a total of fifty-four (54) units.
- 13.1.2 An increment can be awarded for each completed nine (9) units of approved study. One (1) year must elapse before the employee is eligible for the next increment, during which time the employee may complete an additional nine (9) units.
- 13.1.3 Credit will not be given for courses taken while an employee is on paid leave from the District, for courses taken while the employee is on release time (except for 10-month employees who take courses during the summer), or for courses for which the District pays any of the employee's expenses. Increments may be earned by completing the following or a combination of the following:
- Nine (9) units of work in Junior College, University, or State College; Nine (9) units of work in adult education; Nine (9) units of work in in-service training program. The District will make an attempt to provide up to 6 hours of training on non-paid staff development days for unit members. Attendance at a conference/workshop which is directly related to the employee's job classification approved in advance by the Superintendent or designee.
- 13.1.4 Professional Growth increments may be earned by employees who work ten (10) or twelve (12) months each year for a minimum of four (4) hours per day. An employee whose assignment experiences a reduction in hours to less than four (4) hours per day shall not lose the credit increment.
- 13.1.5 Effective July 1, 2023, payment shall be made on a monthly basis of each year the employee is eligible for a career increment and will be continuous as long as the employee is employed by the District. The following shall be paid per increment, and shall be prorated based upon the number of months that the employee works per school year:

Professional Growth Pay:

9 units \$198
18 units \$396
27 units \$594
36 units \$792
45 units \$990
54 units \$1,188

13.1.6 The following stipends will be given to those employees that have:

Associate Arts and/or Science Degree \$1,100
Bachelor of Arts and/or Science Degree \$1,600
Masters of Arts and/or Science Degree \$2,000

1495
1496
1497 13.2 Unit Evaluation Requirements

- 1498 13.2.1 Of the initial nine (9) units for a professional growth increment, six (6) units
1499 must relate directly to the employee's specific classification or area of
1500 employment in the District, or all nine (9) units may be in the area of their
1501 classification. After the initial qualification increment is earned, professional
1502 growth choices may be taken in the following qualification quantity: Five (5)
1503 from employee's specific and four (4) from another classification list; or any
1504 combination of general education classes, on an approved list.
- 1505 13.2.2 Credit may be granted only for courses completed after July 1, 1973, or the date
1506 of beginning employment with the District, whichever is later. A passing grade
1507 is required for credit to be granted.
- 1508 13.2.3 One (1) unit (or one semester) normally represents one (1) hour per week during
1509 one (1) semester in lecture or recitation work with necessary preparation time,
1510 or three (3) hours per week in laboratory or other work not requiring homework
1511 or other preparation.
- 1512 13.2.4 Credit for classes in adult education and attendance at conference/workshops
1513 paid by employees will be equated as follows:
1514

| Total Hours in Adult Education | Absences Permitted | Professional Growth Units Granted |
|-----------------------------------|-----------------------|--------------------------------------|
| 10 — 15 hours | None | ½ |
| 16 — 20 hours | 1 | 1 |
| 21 — 30 hours | 1 | 1-1/2 |
| 31 — 40 hours | 2 | 2 |
| 41 — 50 hours | 2 | 2 1-1/2 |
| 51 hours or more | 2 | 3 |

- 1524 It shall be the responsibility of the employee to furnish proof to the District
1525 Personnel Office of his/her attendance to the conference/ workshop.
- 1526 13.2.5 No credit will be given when an employee exceeds permitted absences unless
1527 course work and time is made up and verified by the instructor.
- 1528 13.2.6 It is the responsibility of the Classified employee to apply for Professional
1529 Growth Credit and verify completion of course work with the District Personnel
1530 Office upon completion of each course.
- 1531 13.2.7 All professional growth candidates taking courses in adult education must obtain
1532 a satisfactory grade and follow the attendance schedule as noted in Section
1533 13.2.4 in order to receive full credit for the course. The Superintendent or
1534 designee may grant lesser amount of credit in a case that has more than the
1535 permitted number of absences.
- 1536 13.2.8 Courses taken as Trade Extension Classes for individuals may be taken for
1537 credit when the course is directly related to the individual's area of employment.
1538 No credit for classes held during the working day will be credited if the
1539 employee is being paid for other services at the same time without the prior
1540 approval of the Superintendent or designee.

- 1541 13.2.9 An official transcript, verified grade card, or instructor's signed statement
1542 covering work completed must be filed with the District Personnel office no
1543 later than September 1 each year. If an instructor's signature is offered in lieu of
1544 a transcript, a transcript must be submitted within thirty (30) calendar days. Any
1545 dispute involving professional growth shall be submitted to a professional
1546 growth committee for recommended resolution. The committee shall be
1547 comprised of three (3) members from CSEA (Chapter President plus two) and
1548 three (3) members from the District (Personnel Officer plus two).
- 1549 13.3 Compensation
- 1550 13.3.1 The salary schedule shall be as set forth in Appendix B, effective July 1, for
1551 twelve (12)-month employees, August 1, for eleven (11)-month employees, and
1552 the first day of school, for 10-month employees.
- 1553 13.3.1.1 Effective July 1, 2023, the 2023-2024 salary schedule shall be
1554 increased by six and a half percent (6.5%). Retroactive pay will be on base
1555 salary and will not include compensation earned as overtime or hourly work.
- 1556 13.3.1.2 Effective July 1, 2018, the District shall add a seven (7th) step
- 1557
- 1558 13.3.2 The Classified staff salary schedule shall include all classifications listed in
1559 Appendix A.
1560 For those positions listed below, an additional full range will be added if the
1561 bargaining unit member is proficient in Spanish or other language:
- 1562 Administrative Assistant Administrative Secretary
1563 Administrative Secretary SELPA
1564 Campus Supervisor
1565 Clerk Typist
1566 Community Liaison Specialist
1567 Community Liaison Specialist II
1568 Family Case Manager
1569 Food Service Workers
1570 Health Clerk
1571 Instructional Aides Bilingual
1572 MPAS Site Supervisor
1573 MPAS Lead Instructor
1574 School Secretary
1575 School Secretary Assistant Receptionist Clerk
1576 School Community Assistant
- 1577 The intent of this provision is to compensate bargaining unit members who
1578 utilize their bilingual skills to communicate regularly with the community
1579 during their working hours. The bargaining unit member shall submit a request
1580 in writing to the Human Resources Department to be considered for the
1581 bilingual range. The bargaining unit member shall demonstrate proficiency as
1582 determined by the District. Bargaining unit members employed by the District
1583 before July 1, 2013 in the above classifications, shall be deemed proficient.
1584 The salary range increase is applicable to the above classifications as referenced
1585 in Appendix A.

- 13.3.3 The amounts indicated on the Classified Service Salary Schedule express rates of pay for full-time employees in dollars per calendar month. The equivalent hourly rate of pay is computed by dividing each monthly of pay by the factor 173.33 and dropping all figures past the second decimal. The range numbers are indicative of the salary ranges assigned to each class. Each range includes the rates of pay to the right of the range number.
- 13.3.4 Each classified employee shall be paid within the Classified Service Salary Schedule according to the range for his/her class and the step for which he/ she qualified.
- 13.3.5 Step One in each range is the minimum rate of pay for the range and is the rate of pay for probationary employees of a class who have not been granted credit for experience. It is the normal hiring rate for the class.
- 13.3.6 Step One in each range is the minimum rate of pay for permanent employees whose class is in that salary range.
- 13.3.7 The salary of Step Two may be paid for service in the fiscal year following completion of six (6) calendar months of service or the completion of Step One, and the recommendation of the District Superintendent that the employee has successfully completed the probationary period and is eligible for advancement has his/her anniversary date changed to the first of the month the employee is advanced to Step Two.
- 13.3.8 The salary schedule of the Classified staff shall contain seven (7) experience steps.
- 13.3.8.1 Each employee shall be placed in the appropriate classification at the time of employment.
- 13.3.8.2 The step or allowable experience shall be determined by the Superintendent or designee at the initial employment.
- 13.3.9 Credit for Experience: In setting the salaries of Classified employees at the time of initial appointment, credit for experience may be given to the extent of placing the employee up to Step Seven (7) of the salary range for that class upon recommendation of the Superintendent or designee. The one exception to this rule shall be for employees returning to the District in a comparable position of employment held during initial employment. The returning employee may be granted previous credit within the District for placement on the salary schedule and may receive one additional year's credit of comparable experience from outside the District upon recommendation from the Superintendent or designee.
- 13.3.10 Each employee shall advance one step on the salary schedule upon their anniversary date, after completing their probationary period (per Article 12.1).
- 13.3.10 Each employee shall advance one step on the salary schedule upon their completion of their probationary period. Thereafter, each employee shall advance one step upon the anniversary date of their completion of their probationary period.
- 13.3.11 An employee hired after November 1, 1977, between the first (1st) and the fifteenth (15th) of the month, shall have an anniversary date of the first of the same month. An employee employed between the sixteenth (16th) and thirty-first (31st) of the month shall have an anniversary date on the first of the next month. An employee hired prior to November 1, 1977 shall maintain their

- anniversary date and have experience increments effective the first of the same month.
- 13.3.12 Salary adjustments shall be made effective on the first of the month following approval of the adjustment.
- 13.3.13 Upon promotion, the salary shall be adjusted to the appropriate step upon the new range, based upon provisions in Article X on Promotion.
- 13.3.14 Upon demotion, the salary of the employee shall be adjusted to the range and step designated by the Governing Board in the demotion action.
- 13.3.15 Part-time employees whose days of service are independent of the days school is in session shall be paid a monthly salary that bears the same ratio to the salary of full-time employees as their hours of service bear to the hours of service of full-time employees. Part-time employees whose days of service are dependent upon the days school is in session shall be paid on an hourly basis.
- 13.3.16 Longer Year: Employees shall receive their per diem rate of pay for working four (4) more days. Twelve (12) month employees shall have this amount factored into the salary schedule.
- 13.3.17 Out-of-Class Pay: An employee shall not normally be required to perform duties not a part of his/her classification. An employee assigned to work out of classification for a period exceeding five (5) working days within a fifteen (15)-day calendar period shall be compensated for the entire period at a higher rate of pay.
- 13.3.17.1 In no event shall an employee working out of classification receive less than five percent (5%) above his/her regular rate of pay.
- 13.3.17.2 If a retroactive salary increase is implemented while an employee is working out of classification, the minimum five percent (5%) adjustment shall be based upon the increased regular rate of pay for the employee's regular position.
- 13.3.17.3 All hours worked out of classification shall, in addition to salary entitlement pursuant to 13.3.18 above, apply towards accrual of leave benefits under the terms of this Agreement.
- 13.3.18 Classroom Responsibility: Classified personnel shall not be required to maintain a class except as provided in this Section. Instructional Aides shall assist classroom teachers and other Certificated personnel in the performance of their duties and in the supervision of pupils and in instructional tasks which, in the judgment of the Certificated personnel to whom the Instructional Aide is assigned, may be performed by a person not licensed as a classroom teacher. An Instructional Aide need not perform such duties in the physical presence of the teacher, but the teacher shall retain his/her responsibility for the instruction and supervision of the pupils in his/her charge.
- 13.3.18.1 The District shall continue paying a \$75 per month stipend for those Instructional Aides who are assigned toileting and/or diapering duties.
- 13.3.19 ADA (Americans with Disabilities Act) Job Descriptions: All approved job descriptions shall conform to ADA (Americans with Disabilities Act) job descriptions commencing with the 1997/98 school year.
- 13.4 Benefits

- 13.4.1 The District will contribute a set dollar amount per month to each full-time unit member for payment of fringe benefit premiums as set forth in Appendix C. The benefit specifications and carriers will be those set forth in Appendix C.
- 13.4.2 The District shall provide payroll deductions for those bargaining unit members who wish to provide additional coverage to that provided in Section 13.4.1.
- 13.4.3 Retired members will have the option of participating in group plan(s) by paying premiums through the Business Office.
- 13.4.4 Retirement Incentive Program: If a member of the Classified bargaining unit chooses to retire early, the District will contribute to payment of premiums for all health and welfare benefits for the participating unit member on the same basis as for regular, full-time unit members until the employee secures employment elsewhere where insurance is paid or upon death of the employee. If the District sponsors more than one group hospital and medical component plan, the employee may choose the plan under which he wishes coverage. To qualify for this early retirement incentive plan, the following criteria must be met.
- The employee:
- 1) Must have reached the age of 50.
 - 2) Must be at least on Step 7 (seven) of the Classified Salary Schedule and have fifteen (15) years in the District.
 - 3) Must have retired from the Mount Pleasant School District and be a participant in the Public Employee Retirement System.
 - 4) Must have been enrolled in the District Group Health and Medical Plan for the year prior to retirement.
- The premium that the District will pay is based upon a full-time assignment. Employees working less than a full-time assignment will receive the appropriate pro-rated percent of the premium paid by the District. The pro-rated percentage of the premium paid by the District at the time of retirement shall remain constant thereafter until the employee secures employment elsewhere where the insurance is paid or upon the death of the employee. The District shall continue to pay for only the coverage the employee had in the year prior to retirement.
- 13.4.5 Public Employee Retirement System: PERS Buy-Out to read:
- 13.4.5.1 All employees hired between the 1997/98 school year and June 30, 2004 school year shall receive the District health and welfare benefits, at the appropriate District contribution level, paid to the employee during the year in which the employee retires, up to the age of 65.
- 13.4.5.2 Eligible employees hired on or after July 1, 2004, will receive District health and welfare benefits, at the appropriate District contribution level, until retirement from the District. Upon retirement of any employee hired on or after July 1, 2004, said employee may elect to continue to participate in the District group benefit plans and programs, if any, at their own cost and expense from the date of their district retirement to the age of 65, subject to the rules, regulations, procedures and policies of the respective

- insurance plans/companies, including but not limited to open enrollment periods prescribed by such insurance plans/companies.
- 13.4.5.3 Employees hired before January 1, 2013 (Classic) Employees hired before January 1, 2013, the District's CalPERS contribution of seven percent (7%) for employees' share of CALPERS shall remain status quo.
- Employees hired on or after January 1, 2013 (New—Post PEPRA) Beginning July 1, 2016, bargaining unit employees' hired on or after January 1, 2013, the District shall no longer pay the members' share of the monthly CalPERS contribution. CSEA proposes an increase of 6.3% on the 2015-16 salary schedule for this group of employees only.
- 13.4.5.4 In the event an employee is promoted, the District-paid employee contributions to PERS shall be adjusted upward in accordance with the employee's new monthly salary. In the event of an increase in regular assigned hours worked, the District-paid employee contributions shall likewise be adjusted.
- 13.4.5.5 In any month in which an employee does not earn full salary or wages, and the amount owed PERS is less than the District-paid employee contribution as specified above, the amount paid by the District shall be the full amount owed by the employee for that month.
- 13.4.5.6 The District will pay PERS contribution for all eligible employees equal to seven percent (7%), the current rate for 1986/87.
- 13.4.5.7 Bargaining unit members who work less than four (4) hours per day who are not eligible for PERS shall receive for the term of this Agreement a stipend equivalent to seven percent (7%) of their regular salary.
- 13.4.5.8 Any increase in the employer's PERS contribution (including employer's payment of the employee's contribution) shall be paid for out of the total salary increase.
- 13.4.6 Unused Sick Leave As an incentive, employees may equate every 10 unused sick days at retirement date to one day earned vacation (pro-rated to FTE). This amount is to be paid after their retirement date. This provision does not apply to those employees who plan to use their accumulated sick days toward their years of service with PERS.
- 13.5 Longevity
- A non-cumulative longevity increment over and above any increases or benefits already scheduled is to be added to the salary of all employees in the same ratio as their hours of service bear to the hours of service of a full-time employee. Longevity increments shall be increased by any ongoing salary schedule increase and on the same effective date. For the 2022-2023 school year, the longevity increment shall be increased by seven percent (7%). Effective July 1, 2022, the longevity increments shall be increased to the following:
- 1) After completion of six (6) years of service
Longevity shall be \$ 633 per year.

- 1770 2) After completion of nine (9) years of service
1771 Longevity shall be \$ 1,064 per year.
- 1772 3) After completion of twelve (12) years of service
1773 Longevity shall be \$ 1,698 per year.
- 1774 4) After completion of fifteen (15) years of service
1775 Longevity shall be \$ 2,394 per year.
- 1776 5) After completion of eighteen (18) years of service
1777 Longevity shall be \$ 3,027 per year.
- 1778 6) After completion of twenty-one (21) years of service
1779 Longevity shall be \$ 3,429 per year.
- 1780
- 1781 13.6 Reclassification
- 1782 13.6.1 The parties agree that changing conditions may warrant reclassification of
1783 positions and/or classes a part of the bargaining unit. It is also recognized that
1784 both the employer and the Association have vested interests in such
1785 reclassifications. The purpose of this Article is to facilitate necessary
1786 reclassifications and to provide an orderly process for affecting same.
- 1787 13.6.2 Reclassification means the re-defining of a position to account for changes in
1788 technology, duties, or work that may alter the nature of the job.
- 1789 13.6.3 Procedures: When either party seeks to effect a reclassification, the District/
1790 Association shall submit to the other party the following data:
1791 a) The class or position to be reclassified.
1792 b) The existing job description and salary placement.
1793 c) The proposed job description and salary placement.
1794 d) Employees affected by the proposal and the proposed disposition of
1795 same.
1796 e) The basis for the reclassification.
- 1797 13.6.4 The other party shall have fifteen (15) working days from date of receipt of the
1798 reclassification proposal to respond.
1799 It may:
1800 a) Advise that it approves the proposal.
1801 b) Not respond.
1802 c) Call for a negotiating session.
- 1803 13.6.5 In the event the Association does not respond to an employer-initiated proposal,
1804 the employer shall be free to implement its proposal. In the event the employer
1805 does not respond to an Association-initiated proposal, the Association shall be
1806 free to exercise its rights under 6.6.
- 1807 13.6.6 If either party does not agree to the proposal within fifteen (15) working days of
1808 the first negotiating session, no action shall be taken. However, either party shall
1809 have the right to re-initiate the rejected proposal in future negotiations on a
1810 successor collective bargaining agreement.
- 1811 13.6.7 The parties agree to reopen negotiations over the effects, if any, of a final
1812 judicial determination of the legality of AB 702 and the allocation of PERS
1813 funds.
- 1814 13.6.8 The parties agree to implement an IRC Section 125 Plan, the terms and
1815 conditions of which shall be subject to the mutual agreement of the parties.

1816 13.6.9 The District will share with the Association the same information relative to
1817 Health and Welfare benefits as provided to the Certificated unit regarding any
1818 changes in levels or carriers which may result. This is not intended to alter the
1819 District's obligation to negotiate matters within the scope of representation.
1820 13.6.10 CSEA and the District shall each select two (2) representatives to discuss and
1821 explore the feasibility of implementing the Classified "Golden Handshake"
1822

ARTICLE XIV – SAVINGS

- 14.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed valid and subsisting to the extent permitted by law, but all other provisions will continue in full force and effect. If an Article of this Agreement is held contrary to law, then within sixty (60) days the parties hereto agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for the Article ruled contrary to law.

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ARTICLE XV - SUPPORT OF AGREEMENT

- 15.1 The District and CSEA agree to support this Agreement for its terms and will not appear before the Board of Trustees in order to seek change or improvement in any manner subject to the Meet and Negotiate process except as by mutual agreement of the District and CSEA.

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ARTICLE XVI - EFFECT OF AGREEMENT

- 16.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State laws to the extent permitted by State law.

ARTICLE XVII - COMPLETION OF MEET AND NEGOTIATE

- 17.1 During the term of this Agreement, CSEA 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 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. Nothing herein shall preclude the parties from mutually agreeing to negotiate on any Article or Articles of this Agreement at any time during the term of this Agreement.

ARTICLE XVIII – LAYOFFS

- 18.1 When the District proposes to recommend to the Board that any bargaining unit member be laid off in accordance with the Education Code, the District agrees to provide CSEA with advance notice of any anticipated recommendations to lay off bargaining unit positions no later than February 15th for the purpose of allowing sufficient time to negotiate the impacts and effects of the decision. Any proposed reduction in hours is negotiable as to the decision itself and the effects of any agreed upon reduction in hours. Notice and the opportunity to bargain shall be given to the president of Chapter 463 no later than February 15th prior to any proposed reduction.

Definitions

- 18.1.1 A layoff is a separation from service with the District for lack of work or lack of funds and shall be accomplished under the provisions of law and this Article.
- 18.1.2 Reemployment is the return to paid status of an employee who has been subjected to layoff, or restoration of hours lost due to layoff.
- 18.2 **Seniority**
- 18.2.1 Whenever a classified unit member is laid off, the order of layoff within the classification shall be determined by seniority/length of service. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Re-employment shall be in the reverse order of layoff. Seniority or length of service is defined as the date of hire. If two or more unit members have equal seniority, the seniority determination shall be based on the overall years of service in the District; if that time is also equal, the seniority determination shall be made by lottery. The CSEA Chapter President or designee shall be in attendance at any meeting where seniority determinations are made by lottery. In the event a lottery is required, the District and CSEA shall utilize a mutually-agreeable and randomized lottery procedure.
- 18.2.2 Nothing contained in this Section shall preclude the granting of "length of service" credit for the time spent on military leave of absence, unpaid illness leave, or unpaid industrial accident leave.

18.3 Application of Layoff

- 18.3.1 When, as a result of the expiration of a specially funded program, unit positions must be eliminated, the District shall notify CSEA and the affected unit members in writing not less than sixty (60) days prior to the effective date of their layoff. Notice must inform the unit member of their displacement rights, if any, and reemployment rights.
- 18.3.2 Procedures for layoff notice and right to hearing are set forth in Education Code section 45117.
- 18.3.3 A unit member whose position is eliminated or whose hours are reduced by agreement, or is bumped from their present classification (pursuant to this paragraph) may bump a less senior person in a position of greater,

1907 equal or less hours within their classification, or if no such position is
1908 available may bump into an equal or lower classification which the unit
1909 member has previously worked and has more seniority than a unit member
1910 in the equal or lower classification.

1911 18.3.4 A unit member may elect layoff in lieu of exercising bumping rights
1912 without losing any re-employment rights provided by this article.

1913 18.3.5 Nothing herein provided shall preclude a layoff for lack of funds in the
1914 event of an actual and existing financial liability to pay salaries of unit
1915 members, nor layoff for lack of work resulting from causes not foreseeable
1916 or preventable by the Governing Board, without providing the notice
1917 required.

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1919 18.4 Reemployment Rights

1920 18.4.1 Unit members laid off because of lack of work or lack of funds are eligible
1921 for reemployment for a period of thirty-nine (39) months as follows:

1922 18.4.1.1 The unit member shall be reemployed in preference to any
1923 new applicants. Re-employment shall be in the reverse
1924 order of layoff.

1925 18.4.1.2 The laid off unit member shall have the right to participate
1926 in promotional examinations within the District during the
1927 period of thirty-nine (39) months.

1928 18.4.1.3 If the unit member is reemployed in a new position and
1929 fails to complete the probationary period in the new
1930 position, he or she shall be returned to the reemployment
1931 list for the remainder of the thirty-nine (39) month period.
1932 The remaining time period shall be calculated as the time
1933 remaining in the thirty-nine (39) month period as of the
1934 date of reemployment.

1935 18.4.1.4 Length of service status at the time of layoff shall be
1936 maintained during the 39-month re-employment period;
1937 however, there shall be no accrual of vacation, sick leave,
1938 holidays, seniority, or any other benefit.

1939 18.4.2 Under the provisions of Education Code 45298 and 45308 (39-month
1940 reemployment list), CSEA unit members have preferential reemployment
1941 rights over any new applicant to available positions for which they are
1942 qualified.

1943 a. "New Applicant" shall be defined as a person who is a non-district
1944 employee, substitute, and or short-term, etc.

1945 b. "Qualified" shall be defined as meeting the minimum
1946 qualifications of the Job Description.

1947 c. In the event two or more unit members have equal seniority, the
1948 District will hire in accordance with Section 18.2.1.

1949 18.4.3 Unit members who take voluntary demotions or voluntary reductions in
1950 assigned time in lieu of layoff or to remain in their present positions rather
1951 than be reclassified or reassigned, shall be granted the same rights as
1952 persons laid off and shall retain eligibility to be considered for re-

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| 1953 | | employment for an additional period of up to twenty-four (24) months; |
| 1954 | | provided that the same tests of fitness under which they qualified for |
| 1955 | | appointments to the class still apply. |
| 1956 | 18.4.4 | The District shall strive to re-employ a laid off employee to a position |
| 1957 | | with equal hours to the position held by the employee at the time of layoff. |
| 1958 | 18.4.5 | Any permanent Classified unit member of the District who voluntarily |
| 1959 | | resigns from their permanent Classified position may be reinstated or |
| 1960 | | re-employed by the Governing Board of the District within thirty-nine (39) |
| 1961 | | months after their last day of paid service and without further competitive |
| 1962 | | examination to a position in their former classification as a permanent or |
| 1963 | | limited term employee, or as lower class in which the employee formerly |
| 1964 | | had permanent status. |
| 1965 | 18.4.6 | If the Governing Board elects to reinstate or re-employ a person as a |
| 1966 | | permanent employee under the provisions of this Section, it shall disregard |
| 1967 | | the break in service of the employee and classify them as, and restore to |
| 1968 | | them all of the rights, benefits and burdens of a permanent employee in the |
| 1969 | | class to which they are reinstated or reemployed. |
| 1970 | 18.5 | This procedure, but not the existence of a lack of work or lack of |
| 1971 | | funds, shall be subject to the grievance process of Article VI, provided |
| 1972 | | that such review shall be advisory only to the Board of Trustees. Further, if a |
| 1973 | | grievance is filed hereunder claiming a violation of this procedure, the |
| 1974 | | Association agrees that the District may proceed with the layoff or recall without |
| 1975 | | starting the procedure subject to subsequent review of the issue by the arbitrator. |
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ARTICLE XIX - CONCERTED ACTIVITIES

- 19.1 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 District by 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. The District shall not engage in a lockout.
- 19.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 19.3 It is agreed and understood that any employee violating this Article XIX may be subject to discipline. It is understood that in the even this Article XIX is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or CSEA.

ARTICLE XX – DISCIPLINE

20.1 Disciplinary Action

20.1.1 The District's intent regarding disciplinary matters is to utilize progressive steps. Such progressive steps may include the following:

- 1) Verbal reprimand.
- 2) Written reprimand with a copy to the employees personnel file.

20.1.2 The following actions may be taken for disciplinary reasons by the District against a permanent employee for the causes listed in Section II. CAUSE:

- 1) Dismissal— Dismissal is removal from the employment of the District.
- 2) Suspension— Suspension is temporary removal from the employment of the District for a specified period of time *and without pay*.
- 3) Involuntary Reassignment— Involuntary reassignment is a change of assignment whereby an employee is deprived of an incidence of classification.
- 4) Involuntary Demotion — Involuntary demotion is placement in a lower classification.

20.2 Cause

A permanent employee may have disciplinary action taken against him or her for any of the following causes:

- 1) Neglect of duty
- 2) Inefficiency
- 3) Incompetency
- 4) Violation of rules and regulations of the Board of Trustees and the State Board of Education and violation of the Education Code and other applicable laws
- 5) Insubordination
- 6) Dishonesty
- 7) Drinking which directly or indirectly has an adverse effect on the District
- 8) Consumption of alcoholic beverages on the job or reporting to work under the influence of alcoholic beverages
- 9) Immoral conduct
- 10) Illegal use of narcotics, which directly or indirectly has an adverse effect upon the District
- 11) Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter Part 1.5, Division 6 of the Health and Welfare Code
- 12) Repeated, unexcused tardiness
- 13) Repeated, unexcused failure to report to work as assigned
- 14) Excessive absence, which is detrimental to the District
- 15) Inability to work harmoniously with others to such a degree that District functioning is disrupted
- 16) Failure to maintain such conditions and standards required by the District job description
- 17) Damage to public property

- 18) Disorderly conduct
- 19) Evident unfitness for service
- 20) Failure to maintain licenses or certificates required by law for the job
- 21) Failure to adequately perform bona fide requirements of the position held
- 22) Physical and/or mental inability to perform assigned duties
- 23) Engaging in political activity during assigned hours of work
- 24) Conviction of a felony or any crime involving moral turpitude
- 25) Falsifying relevant information on application forms and other District records
- 26) Reckless driving
- 27) Unauthorized leave of absence

20.3 Dismissal Procedure

20.3.1 An employee who is to have disciplinary action taken against him/her shall be informed in writing of the following:

20.3.1.1 Statement of Charges — A statement of the specific charges against the employee shall be written on ordinary and concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge, however, shall be made for a cause which occurred prior to the employee becoming permanent nor more than two (2) years from the filing of this Statement of Charges, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District. The Statement of Charges shall be served in person or by registered or certified mail to the employee.

20.3.1.2 Right to a Hearing — The Statement of Charges shall notify the employee of his/her right to a hearing before the Governing Board or its designee, as proved in this Article. The employee may request a hearing in writing within ten (10) calendar days after service of the Statement of Charges. A card shall be provided to the employee with the Statement of Charges, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the ten (10) calendar days shall be deemed to be a waiver of the right to the hearing.

20.3.1.3 Access to Material — The employee *shall*, upon request, *be provided* copies of the material upon which the charges are based.

20.3.1.4 Immediate Suspension —

a) An employee may be immediately suspended without pay or immediately demoted pending a hearing for causes listed in 20.2 or under other circumstances in which it would be seriously detrimental to the welfare of the District and the pupils therein.

b) An employee may be immediately suspended with pay pending a hearing for any cause listed in 20.2, CAUSE.

c) An employee immediately suspended pursuant to (b) above shall continue to be paid his/her regular salary during the period of his/her suspension if he/ she furnishes to the School District a

2091 suitable bond. - If the employee is acquitted or the charges are
2092 dismissed, the School District shall reimburse the employee the
2093 cost of the bond.

2094 d) The employee shall be given written notice of the demotion
2095 or suspension without pay and the charges upon which this action
2096 is based and his/ her right to respond to those charges.

2097 e) The employee shall be given notice of the immediate
2098 demotion or suspension sufficiently in advance of the action to
2099 review the charges and to frame a response.

2100 f) The demotion or suspension action should be discussed
2101 prior to its occurrence at a conference with the Superintendent or
2102 designee, during which time the employee shall have the right to
2103 present any rebutting evidence.

2104 20.3.1.5 Interim Suspension — Nothing in this Section shall be construed to
2105 prohibit an immediate interim suspension prior to notice and a
2106 conference where an immediate suspension is required to protect
2107 lives or property, provided that

2108 a) The suspended employee is given written notice in person
2109 or by deposit in U.S. Certified Mail of the charges upon which the
2110 suspension was based within one (1) working day after suspension.

2111 b) The employee is notified of his/her right to file a written
2112 response or to have a conference with the appropriate
2113 administrator.

2114 c) A reasonable opportunity is afforded the employee for a
2115 conference within ten (10) days from the date of suspension.

2116 20.3.1.6 Any employee charged with the commission of any sex offense as
2117 defined in Education Code Section 44010 or any narcotics offense
2118 as defined in Section 44011 of the Education Code by complaint,
2119 information or indictment filed in a court of competent jurisdiction,
2120 may be suspended as provided for in Section 45304 of the
2121 Education Code.

2122 20.4 Hearing

2123 20.4.1 The hearing shall be held within a reasonable period of time, but not less
2124 than ten (10) calendar days after the filing of a request for a hearing.

2125 20.4.2 If the employee does not request a hearing by the set date, disciplinary
2126 action may be taken without a hearing.

2127 20.4.3 The employee may be represented at the hearing by a representative of his
2128 or her choice. If the representative or any witnesses required are
2129 employees of the District, they shall be released from duty to testify or
2130 represent with no loss of pay or benefits.

2131 20.4.4 The hearing shall be conducted before the Board of Education or before its
2132 designee.

2133 20.4.4.1 Hearing Before Board of Education

2134 a) The Board President shall be the presiding officer

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over the hearing unless the seat is relinquished to another member of the Board who is better qualified to preside as Hearing Officer.

b) Once the hearing has been called to order, only those Board members who are present for the entire hearing may deliberate on and vote on a verdict.

c) Either party may elect to have the proceedings tape recorded or transcribed by a court reporter. If a court reporter is used, the parties shall bear the costs equally. The party requesting the tape recordings shall be responsible for taping the proceedings and shall supply a copy of such to the opposite party at a reasonable cost. In any event, neither party shall be held responsible for the audibility, legibility, or accuracy of the record.

d) The District shall have the responsibility of proceeding first in calling of witnesses and presenting evidence. CSEA or the employee may then present their defense and present witnesses and evidence. Either party has the right to cross-examine opposing witnesses. All witnesses shall be sworn under oath.

e) No administrative personnel or their representatives may meet with the Board prior to the hearing to discuss the substance of the charges or present documentation of the charges, nor may they participate in deliberations of the Board.

f) The Board shall have ten (10) days following the close of the hearing to render a decision.

20.4.4.2 Hearing Before Designee

a) A dismissal hearing shall be delegated to a Hearing Officer mutually agreed to by the parties. If the parties are not able to agree to a hearing officer, they shall request a list of five (5) potential hearing officers from State Mediation and Conciliation Services and thereafter alternatively strike the names of the hearing officers until one remains who will be assigned to hear the dismissal.

b) A suspension, involuntary reassignment or demotion hearing may be delegated to the Superintendent or designee.

c) The designee shall submit a written recommended decision to the Board of Education, which shall include proposed findings of fact and determinations of issues. A copy of the recommended decision shall be sent to the employee.

d) The employee may request, orally or in writing, an appeal from the decision of the Superintendent or designee to the Board of Education. A request for appeal shall present reasons for the appeal and, if written, shall be received by the District within ten (10) days of the employee's receipt of the designee's decision.

e) Prior to making a final decision on adoption of recommended disciplinary actions, the Board shall, in its discretion, decide whether to grant an appeal as provided in Section 4 above; such decision to be final. If the disciplinary action

is a dismissal pursuant to Section 1 above, the Board shall, prior to making a final decision, afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.

f) The Board of Education may accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the record of the hearing. Any modified decision shall include findings of fact and determination of issues by the Board of Education.

g) The Board of Education's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

20.5 Results of the Hearing

A written decision shall be sent to the employee, including the findings of fact and determination of issues. Alleged violations of this Article shall not be subject to the grievance procedure.

ARTICLE XXI - TERM

- 21.1 This Agreement shall be effective July 1, 2022, through June 30, 2025. The parties agree to reopen on wages and benefits and on two (2) articles by each party during each of the last two years of this agreement 2023-2024 and 2024-2025.

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SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day indicated below.

Lead Negotiator
CSEA # 463

Lead Negotiator
MPESD

DATED: _____

DATED: _____

**MT. PLEASANT SCHOOL DISTRICT
APPENDIX A**

| | | |
|------|---|--------------|
| 2223 | | |
| 2224 | | |
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| 2226 | | |
| 2227 | <u>Classification</u> | <u>Range</u> |
| 2228 | Account Clerk | 26 |
| 2229 | Account Clerk, Senior | 31a |
| 2230 | Account Technician | 32a |
| 2231 | Administrative Assistant | 29 |
| 2232 | Administrative Assistant Bilingual | 30 |
| 2233 | Administrative Secretary | 28 |
| 2234 | Administrative Secretary Bilingual | 29 |
| 2235 | Administrative Secretary SELPA | 31a |
| 2236 | Administrative Secretary SELPA - Bilingual | 32a |
| 2237 | Behavior Specialist Assistant | 24 |
| 2238 | Campus Supervisor | 24 |
| 2239 | Campus Supervisor - Bilingual | 25 |
| 2240 | Community Liaison Specialist | 24a |
| 2241 | Community Liaison Specialist Bilingual | 25a |
| 2242 | Community Liaison Specialist II | 25 |
| 2243 | Community Liaison Specialist II Bilingual | 26 |
| 2244 | Computer Lab Assistant | 22 |
| 2245 | Courier/Warehouse Worker | 26a |
| 2246 | Custodian/Day | 25 |
| 2247 | Custodian/Night | 25a |
| 2248 | Delivery Driver/Warehouseman | 22 |
| 2249 | Employee Attendance Clerk | 20 |
| 2250 | Executive Administrative Secretary – Curriculum | 36b |
| 2251 | Family Case Manager | 30 |
| 2252 | Family Case Manager Bilingual | 31 |
| 2253 | Food Service Assistant | 19a |
| 2254 | General Skilled Maintenance Worker | 29a |
| 2255 | Health Clerk | 22 |
| 2256 | Health Clerk Bilingual | 23 |
| 2257 | Instructional Assistant-NCLB | 24 |
| 2258 | Instructional Assistant SELPA | 28 |
| 2259 | Instructional Assistant –Bilingual | 25 |
| 2260 | Intermediate Account Clerk | 24a |
| 2261 | Library Media Technician | 22a |
| 2262 | Maintenance Worker | 21 |
| 2263 | Office Assistant | 23a |
| 2264 | Office Assistant SELPA | 26a |
| 2265 | Pre Kdg Instructor | 29 |
| 2266 | School/Community Assistant | 21a |
| 2267 | School/Community Assistant Bilingual | 22a |
| 2268 | School Library Technician | 22 |

| | | |
|------|---|-----|
| 2269 | School Secretary | 26a |
| 2270 | School Secretary Bilingual | 27a |
| 2271 | School Secretary, Assistant | 23 |
| 2272 | School Secretary, Assistant Bilingual | 24 |
| 2273 | Senior Secretary | 26 |
| 2274 | Traffic Supervisor | 22 |
| 2275 | Translator-District | 26a |
| 2276 | | |
| 2277 | | |

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APPENDIX B
Salary Schedules

MT. PLEASANT SCHOOL DISTRICT
2023-24 CSEA SALARY SCHEDULE
POST-PERPRA

Percent Increase: 6.5% 5/28/2024

| CLASSIFIED SCHEDULE - PP | | MONTHLY RATE | | | | | | |
|--------------------------|--------------------------|--------------|--------|--------|--------|--------|--------|--------|
| RANGE | STEP 1 HOURLY RATE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| 17 | | 0 | 0 | 0 | 3,392 | 3,550 | 3,710 | 3,781 |
| 17a | | 0 | 0 | 0 | 3,468 | 3,628 | 3,809 | 3,882 |
| 18 | | 0 | 0 | 3,392 | 3,550 | 3,710 | 3,893 | 3,968 |
| 18a | | 0 | 0 | 3,468 | 3,628 | 3,809 | 3,984 | 4,061 |
| 19 | | 0 | 3,392 | 3,550 | 3,710 | 3,893 | 4,084 | 4,162 |
| 19a | | 0 | 3,468 | 3,628 | 3,809 | 3,984 | 4,167 | 4,248 |
| 20 | 19.57 | 3,392 | 3,550 | 3,710 | 3,893 | 4,084 | 4,259 | 4,341 |
| 20a | 20.01 | 3,468 | 3,628 | 3,809 | 3,984 | 4,167 | 4,369 | 4,453 |
| 21 | 20.48 | 3,550 | 3,710 | 3,893 | 4,084 | 4,259 | 4,491 | 4,577 |
| 21a | 20.93 | 3,628 | 3,809 | 3,984 | 4,167 | 4,369 | 4,595 | 4,684 |
| 22 | 21.40 | 3,710 | 3,893 | 4,084 | 4,259 | 4,491 | 4,686 | 4,777 |
| 22a | 21.98 | 3,809 | 3,984 | 4,167 | 4,369 | 4,595 | 4,805 | 4,898 |
| 23 | 22.46 | 3,893 | 4,084 | 4,259 | 4,491 | 4,686 | 4,912 | 5,007 |
| 23a | 22.98 | 3,984 | 4,167 | 4,369 | 4,595 | 4,805 | 5,032 | 5,130 |
| 24 | 23.56 | 4,084 | 4,259 | 4,491 | 4,686 | 4,912 | 5,157 | 5,258 |
| 24a | 24.04 | 4,167 | 4,369 | 4,595 | 4,805 | 5,032 | 5,286 | 5,389 |
| 25 | 24.57 | 4,259 | 4,491 | 4,686 | 4,912 | 5,157 | 5,406 | 5,512 |
| 25a | 25.21 | 4,369 | 4,595 | 4,805 | 5,032 | 5,286 | 5,540 | 5,648 |
| 26 | 25.91 | 4,491 | 4,686 | 4,912 | 5,157 | 5,406 | 5,657 | 5,767 |
| 26a | 26.50 | 4,594 | 4,805 | 5,032 | 5,286 | 5,540 | 5,808 | 5,921 |
| 27 | 27.04 | 4,686 | 4,912 | 5,157 | 5,406 | 5,657 | 5,948 | 6,063 |
| 27a | 27.72 | 4,805 | 5,032 | 5,286 | 5,540 | 5,808 | 6,097 | 6,216 |
| 28 | 28.34 | 4,912 | 5,157 | 5,406 | 5,657 | 5,948 | 6,230 | 6,352 |
| 28a | 29.03 | 5,032 | 5,286 | 5,540 | 5,808 | 6,097 | 6,390 | 6,515 |
| 29 | 29.75 | 5,157 | 5,406 | 5,657 | 5,948 | 6,230 | 6,537 | 6,664 |
| 29a | 30.50 | 5,286 | 5,540 | 5,808 | 6,097 | 6,390 | 6,689 | 6,819 |
| 30 | 31.19 | 5,406 | 5,657 | 5,948 | 6,230 | 6,537 | 6,860 | 6,994 |
| 30a | 31.96 | 5,540 | 5,808 | 6,097 | 6,390 | 6,689 | 7,026 | 7,164 |
| 31 | 32.64 | 5,657 | 5,948 | 6,230 | 6,537 | 6,860 | 7,192 | 7,333 |
| 31a | 33.51 | 5,808 | 6,097 | 6,390 | 6,689 | 7,026 | 7,364 | 7,508 |
| 32 | 34.32 | 5,948 | 6,230 | 6,537 | 6,860 | 7,192 | 7,551 | 7,699 |
| 32a | 35.17 | 6,097 | 6,390 | 6,689 | 7,026 | 7,364 | 7,724 | 7,875 |
| 33 | 35.95 | 6,230 | 6,537 | 6,860 | 7,192 | 7,551 | 7,911 | 8,066 |
| 33a | 36.87 | 6,390 | 6,689 | 7,026 | 7,364 | 7,724 | 8,099 | 8,258 |
| 34 | 37.71 | 6,537 | 6,860 | 7,192 | 7,551 | 7,911 | 8,306 | 8,468 |
| 34a | 38.59 | 6,689 | 7,026 | 7,364 | 7,724 | 8,099 | 8,501 | 8,668 |
| 35 | 39.58 | 6,860 | 7,192 | 7,551 | 7,911 | 8,306 | 8,708 | 8,879 |
| 35a | 40.54 | 7,026 | 7,364 | 7,724 | 8,099 | 8,501 | 8,922 | 9,097 |
| 36 | 41.49 | 7,192 | 7,551 | 7,911 | 8,306 | 8,708 | 9,136 | 9,316 |
| 36a | 42.49 | 7,364 | 7,724 | 8,099 | 8,501 | 8,922 | 9,351 | 9,534 |
| 36b | 40.96 | 7,099 | 7,435 | 7,809 | 8,166 | 8,586 | 9,006 | 9,183 |
| 37 | 43.57 | 7,551 | 7,911 | 8,306 | 8,708 | 9,136 | 9,581 | 9,770 |
| 37a | 44.56 | 7,724 | 8,099 | 8,501 | 8,922 | 9,351 | 9,808 | 10,001 |

Benefit Cap: \$17,500 per FTE

| | | |
|-----------|---------|----------|
| Longevity | 6 year | \$ 673 |
| | 9 year | \$ 1,133 |
| | 12 year | \$ 1,808 |
| | 15 year | \$ 2,550 |
| | 18 year | \$ 3,224 |
| | 21 year | \$ 3,652 |

Notes

January 1, 2024 Minimum Wage \$17.55 per hour

Hourly rate computed by dividing monthly rate by 173.33.

Any error found in the salary schedule will be immediately corrected and appropriate salary adjustments will be implemented.

Longevity increased by the on-going salary rate increase and on the same effective date

Certified by: _____

Date: _____

Board Approved: _____

6/17/2024

2280

**MT. PLEASANT SCHOOL DISTRICT
2023-24 CSEA SALARY SCHEDULE
POST-PERPRA**

Percent Increase 6.5%

5/28/2024

CLASSIFIED SCHEDULE - PP

HOURLY RATE

| RANGE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
|-------|--------|--------|--------|--------|--------|--------|--------|
| 17 | | | | 19.57 | 20.48 | 21.40 | 21.81 |
| 17a | | | | 20.01 | 20.93 | 21.98 | 22.40 |
| 18 | | | 19.57 | 20.48 | 21.40 | 22.46 | 22.89 |
| 18a | | | 20.01 | 20.93 | 21.98 | 22.98 | 23.43 |
| 19 | | 19.57 | 20.48 | 21.40 | 22.46 | 23.56 | 24.01 |
| 19a | | 20.01 | 20.93 | 21.98 | 22.98 | 24.04 | 24.51 |
| 20 | 19.57 | 20.48 | 21.40 | 22.46 | 23.56 | 24.57 | 25.04 |
| 20a | 20.01 | 20.93 | 21.98 | 22.98 | 24.04 | 25.21 | 25.69 |
| 21 | 20.48 | 21.40 | 22.46 | 23.56 | 24.57 | 25.91 | 26.41 |
| 21a | 20.93 | 21.98 | 22.98 | 24.04 | 25.21 | 26.51 | 27.02 |
| 22 | 21.40 | 22.46 | 23.56 | 24.57 | 25.91 | 27.04 | 27.56 |
| 22a | 21.98 | 22.98 | 24.04 | 25.21 | 26.51 | 27.72 | 28.26 |
| 23 | 22.46 | 23.56 | 24.57 | 25.91 | 27.04 | 28.34 | 28.89 |
| 23a | 22.98 | 24.04 | 25.21 | 26.51 | 27.72 | 29.03 | 29.60 |
| 24 | 23.56 | 24.57 | 25.91 | 27.04 | 28.34 | 29.75 | 30.33 |
| 24a | 24.04 | 25.21 | 26.51 | 27.72 | 29.03 | 30.50 | 31.09 |
| 25 | 24.57 | 25.91 | 27.04 | 28.34 | 29.75 | 31.19 | 31.80 |
| 25a | 25.21 | 26.51 | 27.72 | 29.03 | 30.50 | 31.96 | 32.59 |
| 26 | 25.91 | 27.04 | 28.34 | 29.75 | 31.19 | 32.64 | 33.27 |
| 26a | 26.50 | 27.72 | 29.03 | 30.50 | 31.96 | 33.51 | 34.16 |
| 27 | 27.04 | 28.34 | 29.75 | 31.19 | 32.64 | 34.32 | 34.98 |
| 27a | 27.72 | 29.03 | 30.50 | 31.96 | 33.51 | 35.17 | 35.86 |
| 28 | 28.34 | 29.75 | 31.19 | 32.64 | 34.32 | 35.95 | 36.65 |
| 28a | 29.03 | 30.50 | 31.96 | 33.51 | 35.17 | 36.87 | 37.59 |
| 29 | 29.75 | 31.19 | 32.64 | 34.32 | 35.95 | 37.71 | 38.45 |
| 29a | 30.50 | 31.96 | 33.51 | 35.17 | 36.87 | 38.59 | 39.34 |
| 30 | 31.19 | 32.64 | 34.32 | 35.95 | 37.71 | 39.58 | 40.35 |
| 30a | 31.96 | 33.51 | 35.17 | 36.87 | 38.59 | 40.54 | 41.33 |
| 31 | 32.64 | 34.32 | 35.95 | 37.71 | 39.58 | 41.49 | 42.31 |
| 31a | 33.51 | 35.17 | 36.87 | 38.59 | 40.54 | 42.49 | 43.32 |
| 32 | 34.32 | 35.95 | 37.71 | 39.58 | 41.49 | 43.57 | 44.42 |
| 32a | 35.17 | 36.87 | 38.59 | 40.54 | 42.49 | 44.56 | 45.43 |
| 33 | 35.95 | 37.71 | 39.58 | 41.49 | 43.57 | 45.64 | 46.53 |
| 33a | 36.87 | 38.59 | 40.54 | 42.49 | 44.56 | 46.73 | 47.64 |
| 34 | 37.71 | 39.58 | 41.49 | 43.57 | 45.64 | 47.92 | 48.86 |
| 34a | 38.59 | 40.54 | 42.49 | 44.56 | 46.73 | 49.04 | 50.01 |
| 35 | 39.58 | 41.49 | 43.57 | 45.64 | 47.92 | 50.24 | 51.22 |
| 35a | 40.54 | 42.49 | 44.56 | 46.73 | 49.04 | 51.47 | 52.48 |
| 36 | 41.49 | 43.57 | 45.64 | 47.92 | 50.24 | 52.71 | 53.75 |
| 36a | 42.49 | 44.56 | 46.73 | 49.04 | 51.47 | 53.95 | 55.01 |
| 36b | 40.96 | 42.89 | 45.05 | 47.11 | 49.54 | 51.96 | 52.98 |
| 37 | 43.57 | 45.64 | 47.92 | 50.24 | 52.71 | 55.28 | 56.36 |
| 37a | 44.56 | 46.73 | 49.04 | 51.47 | 53.95 | 56.59 | 57.70 |

6/17/2024

**MT. PLEASANT SCHOOL DISTRICT
2023-24 CSEA SALARY SCHEDULE**

Percent Increase: 6.5%

Date 5/28/2024

CLASSIFIED SALARY SCHEDULE - MONTHLY RATE

| RANGE | STEP 1 HOURLY RATE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
|-------|--------------------------|--------|--------|--------|--------|--------|--------|--------|
| 17 | | | | | | | 3,499 | 3,566 |
| 17a | | | | | | 3,423 | 3,592 | 3,661 |
| 18 | | | | | | 3,499 | 3,673 | 3,743 |
| 18a | | | | | 3,423 | 3,592 | 3,757 | 3,829 |
| 19 | | | | | 3,499 | 3,673 | 3,851 | 3,925 |
| 19a | | | | 3,423 | 3,592 | 3,757 | 3,930 | 4,006 |
| 20 | | | | 3,499 | 3,673 | 3,851 | 4,014 | 4,092 |
| 20a | | | 3,423 | 3,592 | 3,757 | 3,930 | 4,119 | 4,199 |
| 21 | | | 3,499 | 3,673 | 3,851 | 4,014 | 4,234 | 4,315 |
| 21a | 19.75 | 3,423 | 3,592 | 3,757 | 3,930 | 4,119 | 4,332 | 4,415 |
| 22 | 20.19 | 3,499 | 3,673 | 3,851 | 4,014 | 4,234 | 4,417 | 4,503 |
| 22a | 20.72 | 3,592 | 3,757 | 3,930 | 4,119 | 4,332 | 4,531 | 4,619 |
| 23 | 19.90 | 3,673 | 3,851 | 4,014 | 4,234 | 4,417 | 4,632 | 4,721 |
| 23a | 20.35 | 3,757 | 3,930 | 4,119 | 4,332 | 4,531 | 4,744 | 4,836 |
| 24 | 20.86 | 3,851 | 4,014 | 4,234 | 4,417 | 4,632 | 4,862 | 4,956 |
| 24a | 21.29 | 3,930 | 4,119 | 4,332 | 4,531 | 4,744 | 4,983 | 5,079 |
| 25 | 21.75 | 4,014 | 4,234 | 4,417 | 4,632 | 4,862 | 5,095 | 5,195 |
| 25a | 22.31 | 4,119 | 4,332 | 4,531 | 4,744 | 4,983 | 5,221 | 5,322 |
| 26 | 22.94 | 4,234 | 4,417 | 4,632 | 4,862 | 5,095 | 5,330 | 5,435 |
| 26a | 23.46 | 4,331 | 4,531 | 4,744 | 4,983 | 5,221 | 5,473 | 5,580 |
| 27 | 23.93 | 4,417 | 4,632 | 4,862 | 5,095 | 5,330 | 5,605 | 5,713 |
| 27a | 24.54 | 4,531 | 4,744 | 4,983 | 5,221 | 5,473 | 5,743 | 5,855 |
| 28 | 25.09 | 4,632 | 4,862 | 5,095 | 5,330 | 5,605 | 5,871 | 5,985 |
| 28a | 25.70 | 4,744 | 4,983 | 5,221 | 5,473 | 5,743 | 6,021 | 6,139 |
| 29 | 26.34 | 4,862 | 5,095 | 5,330 | 5,605 | 5,871 | 6,158 | 6,277 |
| 29a | 26.99 | 4,983 | 5,221 | 5,473 | 5,743 | 6,021 | 6,302 | 6,424 |
| 30 | 27.60 | 5,095 | 5,330 | 5,605 | 5,871 | 6,158 | 6,464 | 6,591 |
| 30a | 28.28 | 5,221 | 5,473 | 5,743 | 6,021 | 6,302 | 6,618 | 6,747 |
| 31 | 28.87 | 5,330 | 5,605 | 5,871 | 6,158 | 6,464 | 6,775 | 6,908 |
| 31a | 29.65 | 5,473 | 5,743 | 6,021 | 6,302 | 6,618 | 6,937 | 7,072 |
| 32 | 30.36 | 5,605 | 5,871 | 6,158 | 6,464 | 6,775 | 7,112 | 7,251 |
| 32a | 31.11 | 5,743 | 6,021 | 6,302 | 6,618 | 6,937 | 7,275 | 7,418 |
| 33 | 31.81 | 5,871 | 6,158 | 6,464 | 6,775 | 7,112 | 7,452 | 7,598 |
| 33a | 32.62 | 6,021 | 6,302 | 6,618 | 6,937 | 7,275 | 7,628 | 7,777 |
| 34 | 33.36 | 6,158 | 6,464 | 6,775 | 7,112 | 7,452 | 7,823 | 7,976 |
| 34a | 34.14 | 6,302 | 6,618 | 6,937 | 7,275 | 7,628 | 8,006 | 8,163 |
| 35 | 35.02 | 6,464 | 6,775 | 7,112 | 7,452 | 7,823 | 8,201 | 8,362 |
| 35a | 35.85 | 6,618 | 6,937 | 7,275 | 7,628 | 8,006 | 8,403 | 8,568 |
| 36 | 36.70 | 6,775 | 7,112 | 7,452 | 7,823 | 8,201 | 8,604 | 8,774 |
| 36a | 37.58 | 6,937 | 7,275 | 7,628 | 8,006 | 8,403 | 8,807 | 8,980 |
| 36b | 38.23 | 6,688 | 7,003 | 7,356 | 7,689 | 8,087 | 8,482 | 8,648 |
| 37 | 38.53 | 7,112 | 7,452 | 7,823 | 8,201 | 8,604 | 9,023 | 9,200 |
| 37a | 39.41 | 7,275 | 7,628 | 8,006 | 8,403 | 8,807 | 9,237 | 9,418 |

Benefit Cap: \$17,500 per FTE

| | | |
|------------------|---------|----------|
| Longevity | 6 year | \$ 673 |
| | 9 year | \$ 1,133 |
| | 12 year | \$ 1,808 |
| | 15 year | \$ 2,550 |
| | 18 year | \$ 3,224 |
| | 21 year | \$ 3,652 |

Notes

January 1, 2024 Minimum Wage \$17.55 per hour

Hourly rate computed by dividing monthly rate by 173.33.

Any error found in the salary schedule will be immediately corrected and appropriate salary adjustments will be implemented.

Longevity increased by the on-going salary rate increase and on the same effective date

Certified by: _____

Date: _____

Board Approved: _____

**MT. PLEASANT SCHOOL DISTRICT
2023-24 CSEA SALARY SCHEDULE**

Percent Increase: 6.5%

Date 5/28/2024

CLASSIFIED SCHEDULE, HOURLY RATE

| RANGE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
|-------|--------|--------|--------|--------|--------|--------|--------|
| 17 | | | | | | 20.19 | 20.57 |
| 17a | | | | | 19.75 | 20.72 | 21.12 |
| 18 | | | | | 20.19 | 21.19 | 21.60 |
| 18a | | | | 19.75 | 20.72 | 21.68 | 22.09 |
| 19 | | | | 20.19 | 21.19 | 22.22 | 22.65 |
| 19a | | | 19.75 | 20.72 | 21.68 | 22.67 | 23.11 |
| 20 | | | 20.19 | 21.19 | 22.22 | 23.16 | 23.61 |
| 20a | | 19.75 | 20.72 | 21.68 | 22.67 | 23.76 | 24.22 |
| 21 | | 20.19 | 21.19 | 22.22 | 23.16 | 24.43 | 24.89 |
| 21a | 19.75 | 20.72 | 21.68 | 22.67 | 23.76 | 24.99 | 25.47 |
| 22 | 20.19 | 21.19 | 22.22 | 23.16 | 24.43 | 25.48 | 25.98 |
| 22a | 20.72 | 21.68 | 22.67 | 23.76 | 24.99 | 26.14 | 26.65 |
| 23 | 21.19 | 22.22 | 23.16 | 24.43 | 25.48 | 26.72 | 27.24 |
| 23a | 21.68 | 22.67 | 23.76 | 24.99 | 26.14 | 27.37 | 27.90 |
| 24 | 22.22 | 23.16 | 24.43 | 25.48 | 26.72 | 28.05 | 28.59 |
| 24a | 22.67 | 23.76 | 24.99 | 26.14 | 27.37 | 28.75 | 29.30 |
| 25 | 23.16 | 24.43 | 25.48 | 26.72 | 28.05 | 29.40 | 29.97 |
| 25a | 23.76 | 24.99 | 26.14 | 27.37 | 28.75 | 30.12 | 30.70 |
| 26 | 24.43 | 25.48 | 26.72 | 28.05 | 29.40 | 30.75 | 31.35 |
| 26a | 24.99 | 26.14 | 27.37 | 28.75 | 30.12 | 31.58 | 32.19 |
| 27 | 25.48 | 26.72 | 28.05 | 29.40 | 30.75 | 32.34 | 32.96 |
| 27a | 26.14 | 27.37 | 28.75 | 30.12 | 31.58 | 33.13 | 33.78 |
| 28 | 26.72 | 28.05 | 29.40 | 30.75 | 32.34 | 33.87 | 34.53 |
| 28a | 27.37 | 28.75 | 30.12 | 31.58 | 33.13 | 34.74 | 35.42 |
| 29 | 28.05 | 29.40 | 30.75 | 32.34 | 33.87 | 35.52 | 36.22 |
| 29a | 28.75 | 30.12 | 31.58 | 33.13 | 34.74 | 36.36 | 37.06 |
| 30 | 29.40 | 30.75 | 32.34 | 33.87 | 35.52 | 37.29 | 38.02 |
| 30a | 30.12 | 31.58 | 33.13 | 34.74 | 36.36 | 38.18 | 38.92 |
| 31 | 30.75 | 32.34 | 33.87 | 35.52 | 37.29 | 39.09 | 39.85 |
| 31a | 31.58 | 33.13 | 34.74 | 36.36 | 38.18 | 40.02 | 40.80 |
| 32 | 32.34 | 33.87 | 35.52 | 37.29 | 39.09 | 41.03 | 41.84 |
| 32a | 33.13 | 34.74 | 36.36 | 38.18 | 40.02 | 41.97 | 42.80 |
| 33 | 33.87 | 35.52 | 37.29 | 39.09 | 41.03 | 42.99 | 43.83 |
| 33a | 34.74 | 36.36 | 38.18 | 40.02 | 41.97 | 44.01 | 44.87 |
| 34 | 35.52 | 37.29 | 39.09 | 41.03 | 42.99 | 45.13 | 46.01 |
| 34a | 36.36 | 38.18 | 40.02 | 41.97 | 44.01 | 46.19 | 47.10 |
| 35 | 37.29 | 39.09 | 41.03 | 42.99 | 45.13 | 47.31 | 48.24 |
| 35a | 38.18 | 40.02 | 41.97 | 44.01 | 46.19 | 48.48 | 49.43 |
| 36 | 39.09 | 41.03 | 42.99 | 45.13 | 47.31 | 49.64 | 50.62 |
| 36a | 40.02 | 41.97 | 44.01 | 46.19 | 48.48 | 50.81 | 51.81 |
| 36b | 38.59 | 40.40 | 42.44 | 44.36 | 46.66 | 48.93 | 49.89 |
| 37 | 41.03 | 42.99 | 45.13 | 47.31 | 49.64 | 52.05 | 53.08 |
| 37a | 41.97 | 44.01 | 46.19 | 48.48 | 50.81 | 53.29 | 54.34 |

Mt. Pleasant School District

MEMORANDUM OF UNDERSTANDING #1

The parties agree that with the beginning of the 2004-2005 school year, the night custodian personnel works hours will be 2:30 p.m. – 11:00 p.m.

MT. PLEASANT SCHOOL DISTRICT
SIDELETTER RE: VACATION PLANNING

This Sideletter clarifies the rights and obligations of the parties under Section 9.3.5 of the Agreement.

1. Failure to timely submit a completed vacation plan under Section 9.3.5 may result in the supervisor determining specific times during which employee must take vacation.

2. A “completed vacation plan” means that an employee must schedule all the vacation days to which he/she is entitled. Ten-month employees shall schedule as much vacation time as is possible to take during non-instructional days and school holidays and indicate, as provided on the form, the balance of vacation days, if any, which will be paid-off pursuant to Section 9.3.3.

3. The District shall develop a vacation plan from for the purpose described above. The plan shall include, to the extent predictable, a designation by job classification, of periods within the school year when vacation days may not be taken during the school year as determined by the District pursuant to Section 9.3.4. Such designation shall not preclude later designation of such periods/days by the District.

//

Mt. Pleasant School District

MEMORANDUM OF UNDERSTANDING #2

Employees who are hired for the after school program and identified as “short term employees” shall not be part of the bargaining unit. Such positions will not be combined with their district FTE position.

Definition of short-term employee means any person who is employed and paid for less than 75% of the school year to perform a service for the District, upon the completion of which, the service required or similar service will not be extended or needed on a continuing basis.

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APPENDIX C

Contracted Benefits

- 06/07 School Year – Effective July 1, 2006, a two hundred dollar increase will be added to the annual health and welfare benefit cap of \$6,300 increasing the annual cap to \$6,500.
- 07/08 School Year - Effective July 1, 2007 a five **hundred** dollar increase will be added to the annual health and welfare benefit cap of \$6,500 increasing the annual cap to \$7,000.
- 08/09 School Year - Effective July 1, 2008, a five **hundred** dollar increase will be added to the annual health and welfare benefit cap of \$7,000 increasing the annual cap to \$7,500.
- 1/2010 School Year Effective January 1, 2020, the maximum total contribution for fringe benefits will be increased from its present level by five hundred dollars per fiscal year to \$12,000.
- 7/2021 School Year Effective July 1, 2021, increase the District’s maximum contribution to fringe benefits from 12,000 to \$13,000 per fiscal year
- 22/23 School Year Effective July 1, 2022, the District’s maximum annual contribution for health and welfare benefits shall increase by two thousand five hundred (\$2,500) dollars from \$13,000 to \$15,500.
- 23/24 School Year Effective July 1, 2023, the District’s maximum annual contribution for health and welfare benefits shall increase by two thousand (\$2,000) dollars from \$15,500 to \$17,500.
- Benefits shall include:
- Medical Insurance
 - Dental Insurance *
 - Vision Insurance *
 - Income Protection
 - Life Insurance **
- a) The District’s maximum contribution for the health and welfare benefits shall not exceed the District cap per full-time employee.
- b) For employees who are assigned to work less than eight (8) hours, but four (4) hours or more per day, shall be prorated on the same basis as the District’s contribution for medical insurance.

2370 c) Each unit member shall be able to provide dependent coverage by paying the difference
2371 in premiums through payroll deduction, if they exceed the District contribution cost.
2372

2373 * All bargaining unit members who are employed for fifty percent (50%) or more of a full-
2374 time equivalent position shall be covered for employee and dependents under the Delta
2375 Dental Service and Medical Eye Services Plan.
2376

2377 The District provides each employee with Life Insurance Salary Protection under Plan B.

2378 ** For full-time members of the bargaining unit all (i.e., 8 hours per day employees,
2379 regardless of work-year).
2380

2381 ** include per FTE for the benefits increase

2382
2383 **MT. PLEASANT SCHOOL DISTRICT**

2384
2385 **APPENDIX D**
2386
2387

- 2388 1. Effective July 1, 1989, the District may enter into an agreement with a private company to
2389 provide gardening services to the District. Such agreement shall not exceed three (3) years
2390 in duration (expiration on 6/30/92).
2391
- 2392 A. Until such contract is entered into, the District may contract out on an as-needed basis
2393 the following services: owing, disking and ground cover removal (in addition to the
2394 spraying, etc., functions already agreed to). Contracting out beyond these functions
2395 on this interim basis shall only be upon prior notice to and agreement with CSEA.
2396
- 2397 2. Commencing not later than six (6) months prior to the expiration or termination of the
2398 contract referred to in paragraph 1 above, the parties shall meet and negotiate concerning
2399 the future provision of gardening services to the District. The District shall not enter into a
2400 long-term contract for gardening services unless agreed to by CSEA or upon exhaustion of
2401 the negotiations/impasse process.
2402
- 2403 A. If these negotiations exceed beyond expiration of the Contract, the District may
2404 continue to utilize private gardening services on a short-term, interim basis pending
2405 the completion of negotiations.
2406
- 2407 3. The current gardener shall retain such position and continue to perform duties within the
2408 current job description.
2409
- 2410 B. If such position becomes vacant prior to expiration/termination of the gardening
2411 contract (paragraph 1 above), the District may contract out such services for the
2412 duration of the Contract. Continued contracting out of such services shall be subject
2413 to the negotiations referred to in paragraph 2 above.
2414
- 2415 C. If the incumbent remains for the duration of the gardening contract, continued
2416 retention of this District position shall be subject to the negotiations referred in
2417 paragraph 2 above, provided that such position shall continue unless negotiated
2418 otherwise.
2419

2420 **MT. PLEASANT SCHOOL DISTRICT**

2421 **APPENDIX E**

2422 No Child Left Behind Act

2423 Implementation of the No Child Left Behind Act/Impacts and Effects

2424 *Memorandum of Understanding*

2425

2426

2427 **Purpose of this Article:**

2428 This Article is entered into by the Mt. Pleasant Elementary School District and CSEA

2429 (hereinafter “parties”) for the purpose of resolving the impacts and effects on bargaining unit

2430 “Title I” Para-Education (hereinafter “Instruction Aide”) as a result of the District’s requirement

2431 to comply with the “*No Child Left Behind Act of 2001*” (hereinafter the “Act”) and “*California*

2432 *Education Code Section 45330.*”

2433

2434 **Definition of Instructional Aide:**

2435 For purposes of this Article, the parties agree that only Title I “***Instructional Aides***” currently

2436 employed at two schools, “Mt. Pleasant” and “Robert Sanders”, shall meet the requirements as

2437 described below. The parties have identified the following affect Title I classifications which

2438 must comply with the described requirements by January 8, 2006

- 2439 1. Instructional Aide I
- 2440 2. Instructional Aide II
- 2441 3. Instructional Aide III
- 2442

2443 Effective January 1, 2005, there will be separate classifications for:

- 2444 1. Instructional Aide I – Bilingual
- 2445 2. Instructional Aide II – Bilingual
- 2446 3. Instructional Aide III – Bilingual
- 2447 4. Instructional Aide IV – Bilingual

2448

2449 Instructional Assistants designated by the District as “bilingual” will subsequently be reclassified
2450 as Bilingual Instructional Aide (I – IV). Effective January 1, 2005, these Bilingual Instructional
2451 Aides will be accruing seniority in their classification. Bilingual Instructional Aides will be
2452 afforded all rights and benefits established by this Agreement.

2453

2454 The step and range for Instructional Aide – Bilingual will correspond with non-bilingual
2455 Instructional Aide step and range. For example, if an Instructional Aide position is classified by
2456 this District as bilingual and the Instructional Aide in that position is an Instructional Aide I at
2457 range 20, the new classification will become Instructional Aide – Bilingual at range 20. Once the
2458 bilingual Instructional Aide becomes qualified under this Agreement, the Instructional Aide –
2459 Bilingual will move to range 24.

2460

2461 **Education or Proficiency Requirements:**

2462 Pursuant to the “Act” and Education Code 45330, Instructional Aides as defined above, shall
2463 fulfill or have been deemed to have fulfilled one of the below stated requirements by January 8,
2464 2006.

- 2465 1. An Instructional Aide completed or will complete at least 48 semester units of study at an
2466 accredited institution of higher education.
- 2467 2. An Instructional Aide possess or will possess an Associated Degree or higher from an
2468 accredited institution of higher education.
- 2469 3. An Instructional Aide has, through a Santa Clara County proficiency test, been deemed to
2470 possess the knowledge and the ability to assist in instructing reading, writing and
2471 mathematics.

2472

2473 Note: The proficiency test is offered by the County has three parts, which include Elnghish-
2474 Language Arts, Ability to Assist in Instruction and Math.

2475

2476 Proficiency Test and Preparation Courses

- 2477 1) Prior to taking the proficiency assessment test, Instructional Aides shall have the option
2478 to take the three (3) County preparation courses specific to the content of the test.
- 2479 2) The Instructional Aide shall register and complete all necessary forms with the District to
2480 attend the preparation courses and the proficiency test.
- 2481 3) The Instructional Aide shall be entitled to take the test as many times as necessary to
2482 receive a passing grade.
- 2483 4) The cost of the three (3) preparation courses and one (1) re-test shall be borne by the
2484 District, including non-Title I Instructional Aides and bargaining unit members who serve
2485 the classification.
- 2486 5) All non-Title I Instructional Aides and bargaining unit members who previously served
2487 the classification are encouraged but not required to take the County courses and test.

2488

2489 **Paid Release Time**

2490 All Instructional Aides shall be released from their regular scheduled workday prior to the
2491 starting time of either the preparation classes or the test without loss of pay. The Instructional
2492 Aide shall only be compensated for the time encompassing their regular workday.

2493

2494 **Creation of new Instructional Aide IV**

2495 The purpose and intent to create an Instructional Aide IV is to acknowledge the additional
2496 education requirements imposed by the Act and compensate Instructional Aide's covered by the
2497 Act Accordingly.

2498

2499 Upon a Title I Instructional Aide and/or Instructional Aide – Bilingual becoming qualified under
2500 the Act, which must be verified by the District, h/she will be immediately promoted to
2501 Instructional Aide IV and begin accruing seniority. In the event two bargaining unit member's
2502 hold the same seniority, district wide seniority will be used break the tie.

2503

2504 The parties agree that Instructional Aide IV will be placed at range 24.

2505

2506 **Title I Para-Educator Ineligibility/Administrative Transfer or Layoff**

2507 In the event an Instructional Aide is unable to meet the requirements by January 8, 2006, h/she
2508 shall be ineligible to hold an Instructional Aide IV position until such time h/she has successfully
2509 completed the educational or proficiency requirements.

2510

2511 An Instructional Aide who fails to meet the requirements under the Act by January 8, 2006 shall
2512 be subject to the layoff process at XVIII, including bumping and/or administrative transfer
2513 (seniority permitting) to a non-Title I site.

2514

2515 An Instructional Aide will not have bumping rights into the newly created classification of the
2516 Instructional Aide – Bilingual unless that Instructional Aide has serviced in that classification.

2517 An Instructional Aide – Bilingual will not have bumping rights into the Instructional Aide
2518 classification unless they have previously served in that classification.

2519

2520 If an Instructional Aide and/or Instructional Aide – Bilingual is laid off as a result of his/her
2521 ineligibility, and later fulfills the requirements of the “Act,” he/she shall be eligible to be re-
2522 employed as an Instructional Aide in the appropriate classification in accordance with Article
2523 XVIII and the Education Code.

2524

2525 **Grievances**

2526 Any Dispute that arises in the administration of the article shall be subject to the express terms of
2527 the collective bargaining agreement Grievance Procedure, Article VI.

2528

2529 This MOU shall be incorporated into the current collective bargaining agreement as Appendix E.

2530

2531

2532

2533 For the District

For CSEA