Agreement Between

The Santa Clara Unified School District Board of Education

and

California School Employees Association CSEA Chapter 350

July 1, 2023
to
June 30, 2026

Version 5/30/25

SANTA CLARA UNIFIED SCHOOL DISTRICT
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C.S.E.A. CHAPTER #350
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SANTA CLARA UNIFIED SCHOOL DISTRICT
NEGOTIATING TEAM

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AGREEMENT

This is an Agreement made and entered into on the 13th day of June, 2024, between the Santa Clara Unified School District (hereinafter referred to as "District") and California School Employees Association (hereinafter referred to as "CSEA").

Article 1 RECOGNITION

The District confirms its recognition of CSEA as the exclusive bargaining representative for the units of Clerical, Paraeducators and Operations. The District and CSEA recognize the right of employees to form, join, as well as participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join or participate in employee organization activities. There shall be no unlawful discrimination as a result of the exercise of the rights set forth in this Article.

Article 2 DISTRICT RIGHTS

A. It is understood and agreed that the District retains all the customary and usual rights, powers, functions, and authority to control and manage and to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those 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. District reserved duties and rights include, but may not be limited to: determine its organization; direct the work of its employees; determine the kinds and levels of service and the methods and means of providing them; lawfully contract out work; determine the number and kind of personnel required; maintain the efficiency of district operations; build, move or modify buildings and facilities; establish budget procedures and funding priorities; determine methods of revenue; determine the times and hours of operation; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine the curriculum. In addition, the District and its designee retain the right to hire, classify, assign, evaluate, terminate, and discipline employees, except as limited by this contract; and to modify or suspend this contract in case of emergency, which shall be defined as an act of God such as fire, flood, earthquake, or other natural disaster, or unforeseen non-financial circumstances that have significant impact on the operation of the District.

B. The District retains the rights to contract out bargaining unit work when bargaining unit members are unavailable or lack the requisite skill and

knowledge to perform the needed work, when the District determines that an emergency situation exists, or when the District is required by law to contract out such work. It is the intent of the District that bargaining unit members perform the work ordinarily assigned to members of the bargaining unit.

Article 3 CSEA ORGANIZATIONAL RIGHTS

CSEA and the District agree to the following rights:

A. The right of access to areas in which employees work, for the purpose of representing bargaining unit members in matters defined under the Rodda Act. Such access will be at the employee's scheduled break or lunch period, before or after the employee's working hours.

B. The right to use, without charge, institutional bulletin boards, District Email, mailboxes, or the use of the school intra-district mail system for the posting and transmission of information or notices concerning CSEA matters. The parties agree to the following conditions:

   1. All postings for bulletin boards of items for school mailboxes must contain the date of posting or distribution, and the identification of the CSEA Chapter 350 President.
   2. A copy of such posting for distribution will be delivered to the superintendent or designee on the same day as the posting or distribution.
   3. CSEA will not post or distribute information which is libelous of the District or its personnel. Such information is subject to immediate removal.

C. The right to obtain non-confidential information regarding bargaining unit members, such as bargaining unit affiliation, date of hire, work site, membership status, etc. CSEA shall make the request in writing to the Department of Human Resources. The request shall state the purpose to ensure the relevance of the report. The District will provide the information in a timely manner.

D. Upon request on an annual basis, the District shall compile a list of bargaining unit members for CSEA containing the employees' respective seniority calculated by date of hire in a regular position, excluding overtime. CSEA shall have the right to inspect, at reasonable times, all

non-confidential public records that are necessary to CSEA to carry out its obligation pursuant to Government Code 3543.l (a).

E. Upon written authorization of a unit member, a CSEA representative may inspect the unit member's personnel file.

F. The District shall provide release time with pay for up to six (6) CSEA Chapter 350 delegates for up to a maximum of five (5) days to attend CSEA's annual State Conference. To minimize a negative impact on the District's operations, CSEA will provide a tentative list of delegates and conference dates to the District by June 1st annually.

G. The right for CSEA to use District facilities and equipment when such use does not conflict with the institutional use of such facilities. Any damage caused to said facilities or equipment shall be borne by CSEA. The said facilities shall be reserved in advance by a CSEA representative.

H. The District will provide two (2) days (7.5 hours per day) of release time for the Chapter President to conduct necessary CSEA business. Specifics of implementation to arrange for release time and cover the workload may vary by the individual's position or responsibilities.

I. The right of release time for unit members to attend monthly CSEA membership meetings.

J. Release Time – The District agrees to provide a pool of 300 hours of release time per year for members conducting CSEA business, not to exceed 100 hours in any given month. Bargaining Unit members are to provide their supervisor a minimum of three (3) days advance notice for this release time. Release time requires approval of the immediate supervisor. The District Human Resource Department is to be provided, in writing, the names of the team members selected to participate in CSEA trainings and events as soon as participating members are selected. Participating members are to submit a Request for Leave form to their immediate supervisor at the same time.

K. Notice Requirement – Notices required by this Agreement or by law shall be delivered in writing, either by hand or certified mail to the Chapter President and to the assigned Field Representative. Within 30 days after the execution of this Contract, the District shall print 1,000 copies of this contract. The District will distribute a copy to each unit member and the

remaining 400 copies will be available and distributed to new employees. CSEA and the District will share the expense of this printing.

L. CSEA members on any interview committee shall be notified one working day before the interview committee meeting. Notification shall include date, place and time.

M. By mutual agreement, CSEA may appoint one member to the interview committee for vacancies above salary grade 16 whether the applicants are internal or external.

N. The District recommends that all administrators include, when possible, an on-site classified employee in the interview process for salary grades less than 16A.

Article 4 EMPLOYEE RIGHTS

A. Personnel File

1. The personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against an employee based upon materials that are not in the personnel file.

2. Employees shall be provided with copies of any derogatory written material five (5) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material and placed in the employee's personnel file.

3. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative, if authorized by the employee. The log shall be maintained in the employee's personnel file.

4. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the

date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

5. After two (2) years, at the written request of the employee, all derogatory material shall be sealed in the unit member's personnel file.

B. Evaluation

1. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluation should not be made based upon hearsay statements, but should only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations and improvement provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section A-2 of this article.
2. Unit members shall have the right to utilize the grievance procedure provided in this Agreement for resolving procedural disputes arising under this Article.
3. Bargaining unit members shall not evaluate other bargaining unit members.

C. Seniority – Seniority shall be based on the date of hire that an employee has been in paid status in a classification.

Article 5 EVALUATION

Purpose of Evaluation

The purpose of evaluation is to provide unit members with timely feedback concerning their job performance. The evaluation process is a formal means by which a supervisor can acknowledge the contributions of each employee. Evaluations should include employee strengths, areas of growth, and when applicable, skill areas needing improvement. Through the evaluation process unit members should be encouraged to reach their full potential within their job classification.

A. **Probationary Employees**

The probationary period for employees in a new position shall be six (6) months in paid status from the first day of hire. Probationary employees

shall be evaluated during the first three (3) months and again at six (6) months of employment.

B. Permanent Employees

1. Permanent employees shall be evaluated not less than every two (2) years during the month of their respective anniversary date. During the evaluation period, the evaluator of the unit member will take affirmative action to assist in correcting any deficiencies for improvement and assistance in implementing such recommendations. These evaluations are considered in approving promotions, transfers, and salary increases.

2. The evaluation shall be presented to, discussed with, and a copy retained by the unit member. The unit member shall be given an opportunity to review and sign the evaluation. The signature of the unit member will not indicate that agrees with what has been written; it will merely indicate he/she has read the evaluation. If the unit member refuses to sign the evaluation, that fact shall be noted on the evaluation. The original copy of the evaluation will be placed in the personnel file of the employee.

3. No evaluation shall be based on hearsay statements, but shall be based only upon direct observation or knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvement. The unit member shall be given an opportunity to prepare a written response within fifteen (15) work days following receipt of the evaluation, and the response shall be attached to the evaluation.

4. Progress Not Evident Evaluation - All permanent employees will be re-evaluated within at least six (6) months after receiving Progress Not Evident marks, only in those areas marked Progress Not Evident.

5. Withholding of Salary Increment - An increment may be withheld for three (3) months due to a Progress Not Evident evaluation; and if so, the employee is then re-evaluated. If the area(s) are still Progress Not Evident, the employee is re-evaluated in three (3) months, and the increment can again be withheld. If the increment

is reinstated, it shall not be retroactive. The employee may appeal the supervisor's recommendation of withholding a salary increment to the Director of Human Resources for determination. If the immediate supervisor has not submitted the evaluation prior to the employee's anniversary date, the District shall automatically grant the unit member the step increment.

Article 6 CHECK OFF AND CSEA ORGANIZATIONAL SECURITY

In conformance with, and pursuant to, Government Code Section 3540.1 (i) (2) and Education Code Section 45168, the District shall deduct, in accordance with the CSEA dues and service fee schedule, delivered to the District, dues or service fees from the wages, as appropriate, in accordance with the following provisions:

A. Dues Deduction – The District shall deduct dues for all employees who are members of CSEA, or who become members, on or after the date of the execution of this Agreement and who have submitted revocable dues authorization forms to the District. Such sums will be forwarded to CSEA.

B. Hold Harmless – CSEA shall hold the District harmless in any dispute that arises with regard to deductions and/or dues payment under this Article. It is specifically understood that the failure of any unit member or CSEA member to pay dues to CSEA or to comply with the CSEA rules, regulations, or bylaws will be a dispute between CSEA and the member and will not be a dispute with or involve the District. CSEA shall indemnify and hold the District harmless for any and all claims, demands, or suits or any other action arising from enforcement of the Organizational Security provisions contained herein. CSEA will pay all legal costs incurred in implementing this Article.

C. New Employee Orientation

1. At the time of hire, each new employee will receive a packet of information to include: Bargaining Unit Agreement, Defined Work Year Calendar, CSEA New Member Benefits Packet, and District New Hire Information.

2. The District and CSEA will jointly plan and present a minimum of two (2) orientation meetings per year to welcome New Employees and apprise them of their rights and responsibilities. Attendance is required, and the District shall provide paid release time for employees to attend at a time that is both fiscally sound and least

disruptive to student instruction and District operations. (Reference Article 27, C – Training)

Article 7 PAY AND ALLOWANCES

A. Rate of Pay

2024-2025 Effective July 1, **2024**, the District shall increase each cell on the classified salary schedule and the stipends as provided in the Appendix by **3.75%**. The District will pay step increases and longevity.

2025-2026 Re-opener for total compensation, salary and benefits. The District will pay step increases and longevity.

B. Salary Table

In order to comply with PERS regulations, the rate of pay will be the appropriate percentage of the salary table multiplied by 1.06667 to reflect the PERS standardized forty (40) hour work week. For example, a full time (100%) Santa Clara Unified employee works a 7½ hour day for a total of 37½ hours per week. This full-time employee is a 93.75% employee on the PERS adjusted salary table.

C. Method of Determining Compensation

In any given year, should CSEA settle before UTSC, and should UTSC receive a higher percentage increase in compensation (including salary, bonus, restructuring of the salary schedule, differentials, longevity, benefits, and the like), CSEA bargaining unit members shall receive a total compensation increase commensurate with the UTSC percentage increase.

Once the dollar amount of the total compensation package is determined, cost items agreed upon at the completion of CSEA bargaining shall be deducted from the proposed compensation package. Any resulting compensation increase shall then be allocated as CSEA determines.

D. Method of Payment

1. Part-time employees – Regular part-time employees will be placed on the payroll on a monthly basis. Pay is calculated by multiplying the number of total paid days by hours per day by the hourly rate to determine the annual salary, which is divided by the number of

scheduled payments. Major payroll errors resulting from insufficient payment for a unit member shall be corrected and a supplemental check issued not later than five (5) working days after the employee provides notice to the Payroll Department.

2. Effective July 1, 2003, regular part time employees will be paid in ten equal monthly payments.
3. The District will comply with all PERS reporting requirements.
4. Part-time employees will be eligible for all benefits of vacation, sick leave, and designated legal and local holidays on the appropriate fractional basis of a seven and one-half hour day according to their assignment; e.g., a 3¾ hour employee would be eligible for fifty (50%) percent of the above benefits**.**

E. Exemption from Salary Table

State Preschool Programs

Classified staff assigned to the State Preschool Programs are not covered by Article 7 A. or Article 7 C. Future adjustments to the total compensation package (salary schedule raises, statutory benefits, and health and welfare benefits) will depend on the current year's projected ending balance and the budget year's financial status, as well as the agreement of both the District Administrators and the CSEA representatives. The compensation will be based on the most current year's salary schedule.

Children's Center

Article 7 A. and Article 7 C. do not cover classified staff assigned to the Children's Center Programs. On June 1, 2004, the District and CSEA agreed that beginning with the 2004-2005 school year, the Children's Center Salary Schedule would be reduced by 11% from the 2003-04 school year. Effective July 1, 2005, any adjustments to the total compensation package (salary, statutory benefits, and health and welfare benefits) will depend on the current year's projected ending balance and the budget year's financial status, as well as with the agreement of both the District Administrators and CSEA representatives. The compensation will be based on the most current year's salary schedule. Through the 2010-11 school year, 9% of the salary decrease that was implemented in 2004-05, has been reinstated.

Extended Day, District Preschool

Extended Day, District Preschool and District Infant Toddler Programs were added to the existing CSEA-represented Instructional Assistants (Paraeducators) bargaining unit effective May 1, 2009, as per a PERB settlement agreement.

Classified staff assigned to Extended Day, District Preschool, and District Infant Toddler Program are not covered by Article 7 A. or Article 7 C. Future adjustments to the total compensation package (salary schedule raises, statutory benefits and health and welfare benefits) will depend on the current year's projected ending balance and the budget year's financial status, as well as the agreement of both the District Administrators and the CSEA representatives. The compensation will be based on the most current year's salary schedule.

Oversight Committee

An Oversight Committee, consisting of the three (3) Site Directors, one (1) representative from each UTSC and CSEA, District Office Administration, and the Assistant Superintendent of Business, shall meet quarterly to evaluate the budgets of all above-named programs. All Committee members shall mutually agree to the date for these meetings.

F. **Night Shift Differential**

1. All bargaining unit members regularly assigned to perform work after 6:00 p.m. will receive a 5% differential for their regular shift.
2. Night custodians shall be paid the night shift differential during periods of vacations, sick leave, personal necessity leaves and during summer months.

G. **Mileage**: Multiple/Split Site Assignment

1. All employees who are required to travel daily by personal vehicle to a second work site will receive a monthly stipend in lieu of mileage (please see published salary schedule and Appendix-Stipends).
2. Employees serving in a regular split site assignment (classified employees regularly assigned to work at more than one (1) work site in any school day), shall receive a monthly stipend in lieu of mileage (please see published salary schedule and Appendix-Stipends).

If an employee's travel distance exceeds the District's monthly premium allowance, the employee may submit a mileage voucher for the additional cost.

3. Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current IRS rate per mile for all miles driven on behalf of the District.

H. **Longevity Pay** – Premium pay shall be granted as longevity increments at the beginning of the eleventh (11th) year of service according to the following schedule:

After 10 years	4%
After 15 years	6%
After 20 years	8%
After 25 years	10%

Years of service as defined for this section shall include military leave, sick leave, sickness and industrial accident leave, short-term and other authorized leaves which legally do not constitute a break in service. Longevity pay applies to all unit members on the Classified Salary Table. The percentage of increment granted after the initial 4% is two percent after the 15th year and two percent after the completion of the 20th and 25th years of service, until the total increment for longevity would be 10%. Exemption: Chapter 350 CSEA Members employed in the following Family Child Education hourly programs will remain exempt from the longevity factor for the 2015-16 school year or until such time as this is otherwise negotiated: District Extended Day, District Preschool and District Infant Toddler Programs.

I. **Uniforms** – If the District requires a unit member to wear a uniform, identification badge, card or emblem, or to use special equipment or tools, all cost will be borne by the District. When a unit member is required by the District to launder a uniform, the District will pay the unit member a monthly stipend (please see published salary schedule and Appendix-Stipends).

J. **Out-of-Classification** – A unit member who is assigned or required to render service and perform duties outside his/her job description for five (5) days or more within a fifteen (15) day period shall have his/her immediate supervisor submit a change of status form to have the employee's salary adjusted upward to reflect the increased duties.

K. Promotion – An employee, when promoted from one class to another, shall receive the salary of the higher class which is next above the salary being received on the lower class, except in cases where the classifications

involved are only one-half step apart, the increase shall not be less than 5% except when the placement exceeds the top of step 6 on the salary grade.

L. Paraeducators – Shall work under the proper direction/guidance of a certificated person. It is understood that the Paraeducators employed by the District are responsible to, evaluated by, and supervised by the school site administrator. The school site administrator will direct the work of the Paraeducators in a particular assignment through the teacher with that same assignment. The teacher may provide information relevant to a Paraeducator's job performance to the school administrator.

Paraeducators will be scheduled to work the days that school is in session for students, plus five (5) additional days. The District shall guarantee that Paraeducators will work within the parameters of their job description and that certificated personnel who direct and guide Paraeducators shall be instructed to utilize the services of the Paraeducators within the parameters of his/her job description.

Paraeducators will not be required to substitute for an absent teacher. Paraeducators who are asked by the site administrator to substitute for the teacher with whom he/she normally works when a credentialed substitute cannot be obtained, may do so voluntarily. If this occurs, the Paraeducators will be compensated at the current daily substitute teacher rate of pay if he/she substitutes for a half day or for the entire day. However, in order to avoid double payment, the Paraeducator must take a half-day or an entire day without pay from his/her own job.

M. Meals/Lodging

1. Any employee in the bargaining unit who, as a result of a work assignment, must purchase meals away from the District will be reimbursed in conformity with appropriate District allowances. The unit member must provide a receipt to receive reimbursement.
2. Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight will be reimbursed by the District in conformity with appropriate District allowances. Where possible, the District will provide advance funds for such lodging based on confirmation.
3. When a bus driver is assigned and required to drive on a trip and remain outside the boundaries of the District during a meal period, the bus driver who is so assigned will be reimbursed up to $15.00 toward the cost of purchasing such meal, upon submission of receipts in accordance with District policy.

N. Professional Growth Program – The purpose of the Professional Growth Program is to encourage life-long learning.

The Santa Clara Unified School District will provide a Professional Growth Program as outlined below:

1. Eligibility – All regular unit members, including part-time, are eligible to participate in the Professional Growth Program.
2. Unit members may request pre-approval of courses to determine whether such courses would be applied toward the professional growth stipend (8a) or to the personal interest stipend (8b). Pre-approval requests will be submitted to the Director of Human Resources on the designated form.
3. The Director of Human Resources will review all submissions for eligibility according to the guidelines delineated in this article.
4. Credit – Will be given for satisfactory completion of courses from college, community college, university, adult education, trade school courses pertinent to the employee's job assignment, as well as attendance at approved non-college and District workshops. Professional Growth credit is granted in semester unit equivalents: 1 quarter unit = 2/3 semester units; 3 quarter units = 2 semester units; 18 hours of District approved non-college class attendance = 1 semester unit; 8 hours District approved workshop = 1/2 semester unit. Notification of withdrawal from courses or cancellation of classes will be made to the Office of Human Resources by the employee. No credit is available for courses or workshops taken for which the employee receives reimbursement of any kind from the District.
5. Units – Requirements – Nine (9) semester units are required for each professional growth increment. Of the nine units required, six (6) must be related to the employee's specific classification or area of employment in the District as determined by the Human Resources Office. All nine (9) units may be job related.
6. Units – Limitation – No more than twelve (12) units will be allowed for credit during the school year. Of the twelve units allowed, no more than three (3) will be general units. These three (3) general units will be credited to the nine (9) unit requirement and not carried forward for a succeeding increment. Units taken in excess of twelve (12) units cannot be accumulated for subsequent Professional Growth increments.

7. Units – Reporting – Verification of completion of units must be reported to the Office of Human Resources no later than ninety (90) calendar days after the course(s) is completed.

8. Compensation – Effective January 1, 2018, for all units earned after employment:

   a. A monthly stipend will be paid for each nine (9) semester units completed toward obtaining an A.A. Degree, B.A. Degree, Certificate in a professional or trade school program, or a course or training directly related to skills required for advancement in the employee's classification (please see published salary schedule and Appendix-Stipends).

   b. A monthly stipend will be paid for each nine (9) semester units completed in general areas of interest to the employee (please see published salary schedule and Appendix-Stipends).

This stipend will be prorated to the percentage of time worked throughout the school year and be effective August 1 and February 1.

O. Career Ladder

1. Unit members who have completed their initial probationary period with the District may make application for tuition reimbursement to attend accredited college or university courses for the purpose of obtaining a teaching credential to prepare them for teaching positions within the District.

2. Employee Tuition Reimbursement Committee – An ongoing committee, consisting of three (3) members appointed by CSEA, three (3) members appointed by the District and chaired by a representative of the Office of Human Resources, shall evaluate each application based upon the relevancy of the course(s) to obtaining a California teaching credential. The decision of the committee shall be final and binding, and shall not be subject to the grievance procedure set forth in Article 3.

3. Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. Applicants shall submit a description of the course(s) content and its applicability to an approved program of study leading to a valid California teaching credential certifying eligibility to serve in positions in the K-12 program. Reimbursements shall not be made in increments less than fifty dollars ($50) per application and shall

not exceed one hundred percent (100%) of actual tuition costs for approved classes at a tax-supported college or university. Course work at a private university or college will be reimbursed at a rate that does not exceed the tuition costs at the University of California. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "C" or better and verification of grade(s) and costs.

4. Effective July 1 of each year, there shall be a maximum fund of $50,000 available for purposes of implementation of the Career Ladder. The final allocation will be based on the total number of participants in a given year and shall be allocated as follows:

   1-2 participants – up to $10,000
   3-4 participants – up to $20,000
   5-6 participants – up to $25,000
   7+ participants – up to $50,000

   The funding will be divided between Summer, Fall, and Spring to ensure even distribution to qualified participants. If demand is greater than the funds available, then the money will be allocated on a rotating basis reimbursing for one class per candidate at a time, until funds are depleted.

5. After obtaining a California teaching credential, unit members participating in this "Teacher Development Program" shall submit to the District an application for employment as a teacher. If offered a teaching contract with the District, the unit member shall accept the employment offer. Failure to enter into an offered teaching contract shall result in a payroll deduction of all tuition reimbursement under this program. Other methods for repayment of tuition reimbursement may be mutually agreed upon by the District and the unit member.

6. Units completed under the Career Ladder program may not be used for Professional Growth credit.

P. Mentor Program

Purpose: The purpose of the Classified Mentor Program is to:

- Motivate, encourage, and recognize excellence of the classified employees by acknowledging the contributions the classified employees make to the District.
- Create cost effective staff development programs for classified staff members.
- Provide opportunities and incentives for classified employees with expertise in specific areas.
- Utilize the existing skills and talents of classified employees to facilitate achievement of district goals and objectives.
- Acknowledge the contributions this dedicated core of employees make to the district.

Operation of the Mentor Program

The District and CSEA will maintain the classified mentor program. The District will provide $10,000 annually to fund this program. Unused funds will be carried over. The total funds in the Mentor Program will not exceed $20,000 in any one year.

Classified Mentors

1. **Qualification Criteria for Employees serving as Classified Mentors**: Candidates must be a permanent classified employee in the Santa Clara Unified School District.
2. **Participation**:
   a. Classified Employees interested in serving as a mentor may obtain application information from the Classified Human Resources Department and on the District Website.
   b. Classified Mentor applications for the ensuing year's program must be submitted by March 31 to the Human Resources Department.
3. **Term of Service**:
   Classified Mentors shall serve a term of one year. Mentors may apply annually for a maximum of two years. Classified Mentors will be required to obtain their administrator's approval for any modifications to their normal work schedule, and /or use of Staff Development Days.

Classified Mentor Committee:

1. Committee members will be appointed by the Chapter President. The announcement of these appointments will occur in the January District newsletter.
2. Classified Mentor Committee (CMC) shall be composed of five voting members. One classified employee from each of the bargaining units, two principals (one elementary and one secondary principal) and the CSEA Chapter President. The CSEA Labor Representative and the Director of Human Resources will facilitate the meetings. These two facilitators will not have voting rights. Classified Mentor Committee members will serve a three-year term. For purposes of continuity, and to develop a three-year cycle, members will initially be appointed to serve on a rotational basis (one member from each of the bargaining units i.e. Operations, Paraeducators, and Clerical will serve one, two, and three years respectively.).

Program Evaluation
The Classified Mentor Program will be evaluated by the CMC. Results of the evaluation will be presented to the Board of Education.

Q. Bilingual/Biliterate Differentials

1. When the District requires Spanish language skills for a particular bargaining unit position, the District will pay an eligible unit member a differential equal to 2.0% of the unit member's regular wage for oral fluency ("bilingual"), and 5% of the unit member's regular wage for fluency in both oral and written communication ("biliterate").

2. Eligibility for bilingual and biliterate differentials will be certified by the Human Resources Department:

a. Bilingual competency will be determined by the attainment of a passing score on an oral examination, demonstrating the ability to converse fluently in Spanish.

b. Biliterate competency will be determined by the attainment of a passing score on an oral and written examination, demonstrating ability to converse fluently in Spanish and to communicate in writing in Spanish by proficiently preparing routine written communications in Spanish, as well as accurately translating written communications from English to Spanish and from Spanish to English.

c. The District shall offer the bilingual test twice a year (December and May). Employee requests to take the bilingual/biliterate test must be emailed to the Human Resources Department by **November 1** for Fall consideration and **April 1** for Spring consideration. Employee requests that qualify for the bilingual/biliterate test will be scheduled for testing at the appropriate time.
d. Each employee who passes the bilingual test will receive the applicable differential (2% for oral and 3% for written). The effective date for the bilingual/biliterate differential shall be retroactive to November 1 for employees who pass the December test and April 1 for employees who pass the May test, in the year they pass the bilingual/biliterate test.

3. The District reserves the right to create classifications in which fluency in oral and written communication in a language other than English is an essential job function. In creating such classifications, the language requirement will be factored into the wage range placement and accordingly, such classification positions will not be eligible for bilingual/biliterate differentials.

R. Overnight Field Trip Stipend

When the District requires a bargaining unit member to attend an overnight field trip, the District will pay the unit member his or her regular hourly rate for all hours he or she actually performs duties, overtime if applicable, plus a stipend for each night of the field trip (please see published salary schedule and Appendix-Stipends).

S. Compensation for Health-Related Student Services

When necessary to care for the health needs of students, Paraeducators who do not have health-related student services duties, such as toileting and diaper changing, provided in their job descriptions may be assigned such duties by their supervisor. Before performing such duties on a regular basis, the assigned unit members will be provided with appropriate training and supplies, as determined by the trainer. In addition, unit members will be compensated for such additional assignment at the hourly rate for their then current Step in the Wage Range above the range for their classification (e.g. for a unit member on

Range 15A, the range above would be Range 16). The supervisor may discontinue this assignment and compensation with five (5) workdays' notice.

Article 8 HEALTH AND WELFARE BENEFITS

A. The District agrees to pay costs for Health and Welfare benefits as mutually agreed with annual re-openers for the subsequent years of the contract. (See chart below for prorated percentages.)

1. For full-time employees and dependents, the District will pay the current medical benefit cap toward the cost of premiums for the District sponsored medical plan. Effective October 1, 2024 the District shall increase the annual health and welfare benefit cap to $18,250 ($1,520.83 monthly).
2. Full-time employees and dependents will be provided with dental coverage of $2,000 maximum per insured per year. The District will pay up to a $130.00 per month cap for the cost of premiums for the dental plan.
3. Employees will be provided family vision plan with a $15 co-payment.
4. An employee Assistance Program (EAP) will be provided by the District.
5. Full-time employees will be provided with a Term Life Insurance Policy for $10,000.
6. Part-time employees who are assigned four (4) hours or more will be offered the benefits listed above on a prorated basis (See chart below.).
7. Health benefits will include domestic partners who meet the State of California's definition of Domestic Partnership (See California Family Code 297), and who file a State of California Declaration of Domestic Partnership. If such a domestic partnership is dissolved, the employee shall notify the District in writing to terminate coverage. Domestic Partnerships approved by the District prior to July 1, 2009, shall remain eligible for benefits.
8. For Employees working less than 12 months, who pay a portion of medical, dental, vision and life insurance premiums, the cost of these premiums will be deducted from their pay warrant in 10 equal deductions (August – May) or 11 equal deductions (August – June).

These deductions will cover the cost of medical premiums for the months of June and July.

9. Whenever a formal offer of medical benefits is presented by the District to CSEA members, it will be accompanied by a table reflecting prorated costs for part-time employees.

CLASSIFIED EMPLOYEES PRORATED HEALTH BENEFIT PERCENTAGES

Single, 2-Party or Family Health Benefits		
Hours Worked Daily	Percentage of Medical Cap Paid for by SCUSD	
	Based on 8 hours	**Based on 7.5 hours**
4 Hours	50.00%	53.33%
4.5 Hours	56.25%	60.00%
5.0 Hours	62.50%	66.67%
5.5 Hours	68.75%	73.33%
6.0 Hours	75.00%	80.00%

B. Health Plans

Prior to renewal dates for health plans, an Employer-Employee Benefit Advisory Committee composed of an equal number of representatives selected by the employee organizations and by the District, shall be formed. The Committee shall submit recommendations for Health Plan carriers, benefits and cost containment provisions. Any changes recommended by the committee shall be subject to negotiations.

In addition to the Employer-Employee Benefit Advisory Committee, CSEA and the District agree to form a committee to jointly investigate options and alternatives for the provision of cost-effective healthcare benefits for bargaining unit members, including reviewing the contractual terms of existing medical insurance coverage and considering options for the District to join pooled insurance plans. Members of other bargaining units and unrepresented management employees will be invited to participate in the committee. The committee's initial meeting will be by March 1, 2020.

C. SDI California State Disability Insurance

Santa Clara Unified School District classified employees participate in the State Disability Insurance (SDI) plan through EDD. The District integrates sick leave and/or vacation and SDI benefits.

1. SDI does NOT cover the first seven (7) days of any disability; therefore, personal sick leave or vacation (if a 12-month employee) must be used to cover this period in its entirety.
2. Employees who will be absent from work for an extended period of time must provide the Office of Human Resources with written verification by an SDI qualified health care provider of the disabling condition and estimated duration of the disability.
3. If the employee intends to file for SDI, he/she must also contact the SDI office directly for a claim form. Once SDI has determined a benefit amount, the employee must provide a copy of the SDI award letter and the SDI check stubs to the Office of Human Resources in order to ensure proper integration of benefits and payment.
4. The combination of SDI benefits plus District sick or vacation leave benefits cannot exceed the employee's regular total monthly salary.
5. Employees shall provide the SDI check stubs to the District's payroll department on a monthly basis in order to avoid a large salary adjustment in any one month.

D. SDI – Paid Family Medical Leave

1. Paid Family Leave does NOT cover the first seven days, therefore, up to 6 days of family illness (FI) and/or personal necessity (PN) which are deducted from personal sick leave or vacation (if a 12-month employee) must be used to cover this period in its entirety.
2. A full year employee (12-month) is required to use two weeks of accrued vacation prior to beginning PFL.
3. Written notification from the family member's qualified health care provider documenting the serious health condition and which requires that the employee be off work to provide care to the ill family member. Parenting or maternity leave simply requires proof of birth or adoption.
4. Paid Family Leave provides only partial income replacement for up to six weeks.

5. The District will integrate an employee's FI, PN or vacation leave with paid family leave. However, the combined benefits cannot exceed the employee's regular total monthly salary.
6. Employees shall provide the SDI check stubs to the District's payroll department on a monthly basis in order to ensure correct integration of benefits.

Article 9 RETIREE BENEFITS-CLASSIFIED BRIDGE PROGRAM

All unit members (enrolled in the District's medical insurance plan at the time of retirement) shall be provided coverage equal to Kaiser single party 3-tier premium rate (floating) toward medical benefits only. Unit members who provide the District with 90 calendar days notification of their intent to retire shall receive four (4) years coverage from the date of retirement providing the unit member has been a participant in the District's medical benefit plan at least since the last open enrollment period prior to the date of retirement. An exception to this standard of eligibility will only be made should an employee experience a *Qualifying Event*, as defined by Self Insured Schools of California (SISC), after the Open Enrollment Period has closed, and only if there is adequate time to enroll and participate in medical insurance prior to retirement.

The unit member shall retain the same level of medical only benefit coverage as they had during the year prior to retirement (single, single plus one, family). A member may change medical plans at retirement as a "qualifying event".

Upon reaching age 65, the unit member must enroll in Medicare parts A & B and enroll in a senior health insurance plan to maintain eligibility. The District will reimburse unit members on a semi-annual basis for their contributions to Medicare Plan B, providing that the total cost of medical-only benefits does not exceed the negotiated cap for retirees.

If a unit member (active or retiree) passes away, the District will continue contributing to the medical coverage for the unit member's currently enrolled dependent(s) for the month following the month in which the unit member passed away.

The District shall provide written notification to all classified retirees of their eligibility for Medicare Part B reimbursement. The retiree shall assume responsibility for submitting proof of payment (at least once per year) for this expense.

Less than full-time employees who participate in the Medical Bridge Program, shall receive pro-rated benefits at the same level received prior to retirement based on the employee's full time equivalent.

To be eligible, unit members must have reached the age of 55 years by the date of retirement. Years of service required for eligibility will be based on the number of hours the employee works per day immediately prior to retirement.

Hours Worked Daily
Years of Service for Eligibility

Years	Hours
10	7.0 - 7.5
13	6.0 - 6.5
15	5.0 - 5.5
17	4.0 - 4.5

Article 10 SAFETY

A. The Santa Clara Unified School District and the classified bargaining unit members agree to comply with the standards established by the California Occupational Health and Safety Act (Cal/OSHA) and the Federal Occupational Health and Safety Act (Fed/OSHA). Neither the District nor the unit members will knowingly violate the provisions of Cal/OSHA and/or Fed/OSHA. Unsafe conditions noted by unit members should be reported to the immediate supervisor upon discovery. Should the District require the use of protective equipment or clothing, the District will furnish such equipment or clothing. Unit members should adhere to any safety rules posted by the District.

B. The District shall provide training for a unit member(s) when assigned duties mandate the use of unfamiliar equipment or chemicals. Such training will be approved by the supervisor and be conducted during the unit member's assigned work shift. The District shall provide annual training for unit members handling any pesticide.

C. The District shall establish a Safety Committee composed of:
- Risk Manager (Chair);
- Principal;
- UTSC Representatives (2);
- CSEA Representatives (2);

- Parents of students (2);
- Human Resources Department Staff;
- Transportation Manager;
- Facilities Manager;
- Maintenance Department Staff;
- Nutrition Services Department Staff;
- Williams Act Administrator;
- Coordinator of Student Services.

D. The District will require the wearing of Cal/OSHA compliant steel-toed boots for designated classifications of employees (i.e. mechanics, grounds, warehouse, and maintenance tradespersons). Annually, the District will provide such employees with a voucher stipend for the purchase of compliant boots per school year. Employees wishing to select a boot option that costs more than the voucher stipend will be responsible for personally paying the additional cost. The District will reasonably accommodate employees who are required to wear steel-toed boots who have documented restrictions from a physician due to a disability (please see published salary schedule and Appendix-Stipends).
Employees will be provided rubber boots to wear over their work boots in wet conditions or inclement weather. Requests for a second pair of boots within the same work year will be considered for approval based on demonstrated need and will be included in the voucher stipend specified above unless there are documented restrictions as stated above.

E. The District will provide to Unit Members working with severely mentally and physically disadvantaged students a cellular phone or appropriate device for emergency communications for any off campus activity without supervisory personnel present.

F. The District will provide sufficient supplies for the care of severely mentally and physically disadvantaged students.

G. The District maintains a drug and alcohol free workplace. In order to maximize the level of safety for employees, students and the public, the District will require pre-employment drug and alcohol testing for employees who are candidates for positions that require driving a district vehicle or operating heavy motorized equipment in the course of their job responsibilities. Post-accident drug and alcohol testing will be a condition of continued employment. Procedures for testing will follow the guidelines established for safety sensitive positions. Employees who drive District vehicles must maintain a safe driving record. See Board Policy 4115 & 4040.

Article 11 HOURS AND OVERTIME

A. Work Day – The length of the normal district workday shall be 7½ hours. The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. It should be noted that the normal District work day for employees in the Extended Care, District Preschool Program and Infant Toddler Program shall be eight (8) hours per day.

B. Work Week – The work week shall consist of five (5) consecutive workdays of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week. The hours of service may be arranged by the immediate supervisor and approved by the superintendent in accordance with the needs within each position. This Article shall not restrict the extension of the regular work day or work week on any overtime basis when such is necessary to carry on the business of the District, except as provided for in Part F. It should be noted that the work week for the Extended Care, District Preschool Program, and Infant Toddler Program should consist of five (5) consecutive work days of eight (8) hours per day, forty (40) hours per week.

C. Defined Work Year for Less Than Twelve-Month Employees – Employees whose services are required less than twelve months of the year will follow a work schedule that is developed around the school calendar for students and usually includes additional work days based on the requirements of each particular job. The site/program administrator or department manager shall approve work schedules. No later than thirty (30) days prior to the end of the school year, a defined work calendar will be provided to each employee that designates workdays for the following school year. See the following table for the maximum number of workdays allocated to each job classification.

   In some job classifications, there may be extra work available during school closure periods and/or the summer recess. This work will be offered and approved in advance only by site administrators, program administrators or department managers to individuals within the classification and, if voluntarily accepted, extra hours will be paid on a time card.

   In addition to the number of designated work days, all bargaining unit members will be paid for the thirteen (13) legal and local holidays that occur within the school year (See Article 13 – HOLIDAYS).

Less than twelve-month employees will also be paid for the number of vacation days to which they are entitled based on their years of service in the district (See Article 12 – VACATIONS). Vacation days, as per contract, are intended to cover the non-holiday school closure times in November, December–January, February, April, and other non-school days at the end of June. School-based employees are expected to work the days that school is in session for students and shall not use vacation days when school is in session.

In addition to the work days listed in the table below, all types of Paraeducators will also have one "buy-back" day (6 hours) of staff development training, documented on a time card, for which they will be compensated at their normal rate of pay. This provision will continue in effect as long as the State provides funding for staff development activities for classified instructional personnel.

If the school year (the number of days during which students are required to be in attendance) is lengthened or shortened, the days allocated to the affected job classifications will be adjusted accordingly by mutual agreement between the District and CSEA.

D. Defined Work Year for Twelve Month Employees

The Defined Work Year Calendar for twelve-month employees, including those assigned to school sites, shall be developed jointly between the immediate supervisor and the employee. In any school year that includes a leap year, District supervisors will meet with 12-month employees covered by this Agreement prior to September 1st to schedule the 261 working days they will be assigned to work for the Defined Work Year Calendar in that school year.

E. Defined Work Year Table For All Classified Employees

Position	Number of Workdays	Plus Additional Paid Days
Adult Ed Paraeducator	160	
Lead Campus Supervisor	185	13 Holidays and Paid Vacation
Migrant Early Education Services Liaison (MEES)	185	13 Holidays and Paid Vacation
Campus Supervisor	191	13 Holidays and Paid Vacation
Student Attendant	185	13 Holidays and Paid Vacation
Applied Behavior Assistant (ABA) Special Education, Paraeducator	185	13 Holidays and Paid Vacation

Position	Number of Workdays	Plus Additional Paid Days
Bilingual Community Liaison	185	13 Holidays and Paid Vacation
Child Care Paraeducator	185	13 Holidays and Paid Vacation
Computer/Technology Assistant.	185	13 Holidays and Paid Vacation
EIBI Program Lead/Special Ed	185	13 Holidays and Paid Vacation
Paraeducator	185	13 Holidays and Paid Vacation
PE Paraeducator	185	13 Holidays and Paid Vacation
Life skills Paraeducator MS/HS	185	13 Holidays and Paid Vacation
Special Ed Paraeducator ED	185	13 Holidays and Paid Vacation
Special Ed Paraeducator	185	13 Holidays and Paid Vacation
Vocational Workability Technician	185	13 Holidays and Paid Vacation
Van Driver	185	13 Holidays and Paid Vacation
Cook-Baker	185	13 Holidays and Paid Vacation
Food Service Server	185	13 Holidays and Paid Vacation
Food Services Assistant	185	13 Holidays and Paid Vacation
Food Services Supervisor	185	13 Holidays and Paid Vacation
Satellite Cashier	185	13 Holidays and Paid Vacation
Snack Bar Operator	185	13 Holidays and Paid Vacation
Bus Driver/Utility	187	13 Holidays and Paid Vacation
Year-Round Bus Driver/Utility	261 Days	15 Holidays and Paid Vacation
Residency/Truancy Officer	185***	13 Holidays and Paid Vacation
Delivery Driver Child Nutrition Full-time Child Nutrition Part-time	 197 187	 13 Holidays and Paid Vacation 13 Holidays and Paid Vacation
Account Clerk II – Child Nutrition	191	13 Holidays and Paid Vacation
ASB Secretary /HS	191	13 Holidays and Paid Vacation
Career Center Technician	191	13 Holidays and Paid Vacation
Counselor Secretary/High School	191	13 Holidays and Paid Vacation
Discrete Trial Program Coordinator	191	13 Holidays and Paid Vacation
English Language Support/Assessment Tech (ELSAT)	191	13 Holidays and Paid Vacation
Health Assistant	191	13 Holidays and Paid Vacation
Indian Ed. Program Assistant	191	13 Holidays and Paid Vacation
Library Media Assistant – Elem	191	13 Holidays and Paid Vacation
Library Media Assistant – Sec	191	13 Holidays and Paid Vacation

Position	Number of Workdays	Plus Additional Paid Days
Migrant Ed. Assistant	191	13 Holidays and Paid Vacation
Occupational Therapist	191	13 Holidays and Paid Vacation
Special Projects Office Assistant	191	13 Holidays and Paid Vacation
Student Services Info Tech	191	13 Holidays and Paid Vacation
Typist Clerk III	191	13 Holidays and Paid Vacation
Clerical Assistant Elementary, Middle & High Schools	202	13 Holidays and Paid Vacation
Instructional Media Center Tech I	202	13 Holidays and Paid Vacation
Instructional Media Clerk II	202	13 Holidays and Paid Vacation
Instructional Media Clerk III	202	13 Holidays and Paid Vacation
Personnel Assistant II	202	13 Holidays and Paid Vacation
Personnel Tech – Sub Coordinator	202	13 Holidays and Paid Vacation
School Community Liaison	202	13 Holidays and Paid Vacation
Staff Secretary I – DRC	202	13 Holidays and Paid Vacation
Chef/Supervisor	212	14 Holidays and Paid Vacation
EIBI Coordinator II	212	14 Holidays and Paid Vacation
BCBA Behavior Analyst	212	14 Holidays and Paid Vacation

Position	Number of Workdays	Holidays and Paid Vacation Included
Less than 12-Month (11-Month Employee)	239	13 Holidays/Vacation included
12-Month Employee	261	15 Holidays/Vacation included
12-Month Employee – Family-Child Ed Classified Hourly Unit Member (Infant Toddler, District Extended Day and District Preschool Programs)	261	12 Holidays

Less than 12-month (11-Month)/239 day school clerical employees shall return from summer break fifteen (15) work days prior to the start of school. Vacation days are to be used during school closures.

F. **Part -Time Reassignment** – A part-time unit member who is asked to work a minimum of 30 minutes per day in excess of his/her part-time

assignment for a period of 20 consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire prorated benefits for vacation, sick leave, and/or health and welfare insurance benefits pursuant to this contract. This provision does not apply when the extended hours are to cover in all or in part a vacant, posted position.

G. **Extended Hours** – Part-time employees' hours worked beyond their normal workday up to 7½ hours.

H. **Overtime** – Overtime shall be considered any time worked over a 7½ hour day or a 37½ hour week and shall be compensated at time-and-one-half. It should be noted that employees working in the Extended Care, District Preschool Program, and Infant Toddler Program shall receive overtime for any time worked over an 8-hour day or 40-hour week, and shall be compensated at 1½ times the unit member's regular rate of pay.

1. On the sixth or seventh day following the commencement of the work week, any employee shall be compensated at 1½ times the unit member's regular rate of pay.
2. All hours worked on the seventh consecutive day of work up to seven and one-half (7½) hours shall be compensated at double the regular rate of pay.
3. All hours worked in excess of seven and one-half hours (7½) on the sixth consecutive day shall be compensated at double the regular rate of pay.
4. All hours worked in excess of seven and one-half hours (7½) on the seventh consecutive day shall be compensated at 2½ times the regular rate of pay.
5. Holiday Pay – See Holidays, Article 13.

I. **Additional Work Assignments** – Additional work assignments (extended hours, overtime, weekend and holiday work, field trips, summer work, etc.) shall be made available to employees on a rotating basis in order of seniority within the department or school concerned, provided the employee is qualified and available to perform the work involved, and it does not interfere with the completion of work or a project that another employee has started. The seniority list and rotation of assignments of additional work shall be posted for employees.

The District agrees that where operationally feasible, existing part-time employees in the classified service may request to work additional hours or as a substitute for employees, provided they are qualified to perform such

work before utilizing the services of a substitute. The above provision does not obligate the District to assign overtime.
All additional work assignments/overtime must be authorized in advance and in writing by the department manager or school administrator whether the employee will be paid or given compensatory time off.

J. **Overtime Distribution** – Overtime shall be distributed and rotated as equally as is practical amongst employees in the bargaining unit within each department. Nothing in this section prevents the District from utilizing the services of qualified individuals in other departments, or in exceptional circumstances extra help, when the amount or timing of work needing to be completed exceeds what unit members within the department can reasonably do on an overtime basis.

K. **Combination Jobs** – In its discretion, the District may employ part time bargaining unit members in part time positions in different classifications. In such an event, the regular rate of pay in each classification shall be paid to the employee. Combination jobs cannot exceed 7.5 hours per day, except for Family-Child Education programs with an 8-hour work day.

L. **Compensatory Time Off** – Should the evaluating supervisor and the unit member mutually agree to choose compensatory time off in lieu of time worked as overtime or extended hours, the steps listed below shall be followed:

1. The earning of compensatory time shall be approved prior to accrual.
2. Time off for time worked in excess of the District established work day and work week shall be at the same rate as if the unit member received actual pay, i.e. compensatory time is accrued at the rate of one and one-half or two hours per hour of overtime, extended time is one for one.
3. Compensatory time shall be documented on a standard District form. The Employee will receive a copy and a record will be available for review at the work site.
4. Compensatory time is to be utilized within twelve months following the month it was earned. The unit member and the evaluating supervisor shall mutually agree as to when the compensatory time shall be utilized. In the event that compensatory time cannot be scheduled within the twelve-month period, the unit member will be compensated at the appropriate rate.
5. All records of compensatory time shall be reviewed annually by the supervising administrator/manager.

M. **Minimum Call-In Time** – Any unit member called back to work on a day when he/she is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

N. **Right of Refusal** – Any unit member shall have the right to reject any offer or request for overtime or callback, on-call, or call-in time.

O. **Call-Back Time/On-Call Time**

1. Call-Back Time – Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

2. On-Call Time – Any unit member assigned to "on call" duty for the District who answers a phone call after completion of his/her regular assignment, shall be compensated at a rate of at least thirty (30) minutes of work for each call at the appropriate rate, irrespective of the actual time required to answer/respond to the call.

P. **Anniversary Date** – Employees hired before the 16th of each month = 1st day of month of hire; employees hired after the 15th day of each month = 1st day of the following month of hire. When an employee takes a leave of more than two (2) months from the service of the District without pay, the anniversary date for the purpose of advancing to the next increment shall be changed the same amount of time as the calendar time of the leave. The longevity date will also be adjusted in a similar manner for the purpose of ensuring that the employee receives longevity increments after the specified number of years of service. Persons on leave because of illness or accident and who have exhausted their accumulated sick leave shall be excluded from the above provision up to a period of six (6) months.

Q. **Student Attendants – Special Education** – Student Attendants provide individualized instructional assistance, personal and health care, behavior management and prescribed, specialized one-to-one services to special education students as prescribed by their Individual Education Plans. All Student Attendant positions are a minimum of 4-hours. It is recognized that individual student needs drive the number of hours, services required and work site location. Therefore, when changes occur in the IEP or a student leaves the District, the District reserves the right to:

1. Assign an employee to a new or different student who may require different services. If a student attendant refuses assignment to a new student, such refusal will be considered a resignation.
2. Change the employee's work location as dictated by student assignment.

3. Student Attendants can be temporarily (up to 8 weeks) assigned to assist in a special education program if there is a need.

R. **Occupational Therapists**
Occupational Therapists shall be granted five (5) days of non-student instructional days (release days) within the employee's work calendar year, in order to prepare Individual Education Plans and all other administrative tasks.

S. **Lunch Period** – Any unit members shall be entitled to an unpaid uninterrupted lunch period after the unit member has been on duty for three and three-quarters (3 ¾) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour, nor less than one-half (1/2) hour, and shall be scheduled for full-time employees at or about the midpoint of each work shift. Family-Child Education employees who work eight (8) hours per day will be entitled to a 30-minute, duty-free, unpaid lunch after the unit member has been on duty for four (4) hours. Unit members who work more than ten (10) hours in any workday may take a second duty-free, unpaid meal break of thirty (30) minutes. The second meal break must be arranged with the unit member's supervisor to ordinarily be taken no later than the end of the unit member's tenth (10th) hour of work.

T. **Rest Periods**

1. All full-time bargaining unit employees shall be granted rest periods which shall be approximately in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarters (3 ¾) hours worked. (For 8-hour Family-Child Education employees, this rest period shall be 15 minutes per four (4) hours worked.)

2. Rest periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled to the mutual convenience of the employees and supervisors.

3. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.

4. A fifteen (15) minute rest period shall be granted to part time bargaining unit employees who work between 3 and 3¾ hours.

5. Rest periods are NOT cumulative. They can't be used to extend a lunch period or to leave work early.

U. **Break Room/Rest Rooms** – At each work site, unit members should utilize the break room/rest rooms available to staff members.

V. **Workload** – Employees are expected to perform their regular duties within the confines of their regular assignment. Employees will advise the immediate supervisor in regards to a workload issue. The Supervisor will review the workload and prioritize the duties to be performed in regards to work expectations. The District shall compensate employees who are authorized by their supervisors to work these duties beyond their regular assignment.

W. Working Conditions Committee will be formed at each work site/department. This committee shall include two (2) representatives from the site/department selected by CSEA, and the Principal/Department Head/designee. In situations where two site representatives are not available or willing to participate, an employee from a different department/site working in a related classification may be selected to participate by CSEA. This committee will meet at the request of an employee, the administrator, or a CSEA officer or job steward. Additionally, a CSEA site/department bargaining unit member may request to attend a committee meeting to present working condition issues to the committee. The purpose of the committee is to attempt to address working condition issues at the site/department level. Any recommendation by the committee which would involve the expenditure of funds, shall be subject to approval by the Principal/Department Head. Issues, which cannot be resolved by the committee, may be referred to the normal labor management channels for resolution. Grievable issues should be addressed through Article 18, Grievance Procedure.

Article 12 VACATIONS

Unit members earn vacation time while in employment according to approved regulations. Employees are expected to use their accumulated vacation time annually to renew and refresh themselves.

A. **Probationary Employees** – Probationary employees leaving the District within the first six (6) months of employment forfeit all rights to vacation time accrued.

B. **Probationary employees** of the District shall not be eligible for paid vacation until the successful completion of the six (6) month probation period. Upon successful completion of the probationary period, the 12-month unit member shall be reimbursed any vacation days taken during the probationary period. Although probationary employees who work less

than 12 months shall not be eligible for paid vacation until successful completion of the six-month probation period, in order to make equal monthly payments, they will be paid each month for vacation. At the successful completion of probation, the unit member will NOT be reimbursed for any vacation days taken during the probationary period because they will already have been paid for them. If the unit member does not successfully pass probation, the final check will be adjusted to deduct any vacation paid but not earned during probation.

C. Accumulation – Vacation is accrued from the employee's anniversary date and may be used as accumulated.

D. Use of Vacation – Vacation is accrued, accumulated and scheduled in terms of working days. Five (5) days of accumulated vacation are needed for each calendar week of vacation taken, minus any holidays that may occur during the week.

E. Occupational Injury – Accumulated vacation time will not be affected due to an occupational injury while the employee remains on the District payroll.

F. Payment Upon Separation – Permanent employees separating are entitled to payment of accumulated vacation at the time of separation. The accumulated vacation time is added to the normal salary earned.

G. Interruption of Vacation – A unit member who is confined during a vacation period due to illness or accident, or has a death in his/her immediate family may elect to use his/her sick leave benefits or bereavement leave. Such request shall be directed to the Director of Human Resources, and a physician's verification of the illness or accident shall supplement the request.

H. Rate of Accrual - The following table lists the total vacation days earned and the vacation days accrued per month:

Years of Service	School Year Employees		11-Month Employees		12-Month Employees	
Years	Total Days	Monthly	Total Days	Monthly	Total Days	Monthly
0 thru 3	10	1.00	11	1.00	12	1.00
4 thru 10	13	1.30	14	1.27	15	1.25
11 thru 15	14	1.40	15.5	1.41	17	1.42

16 thru 20	17	1.70	18.5	1.68	20	1.67
21 and up	19	1.90	20.25	1.84	22	1.83

Employees working less than their defined work year shall receive vacation days on a prorated basis.

I. **Vacation Carry-Over for 12-Month Employees** – Vacation times for unit members will be accrued in accordance with this contract and utilized with the approval of the immediate supervisor. Vacation accrual will not be accumulated in excess of ten (10) days at the end of September in any school year, except under extenuating circumstances and with the approval of the Assistant Superintendent, Human Resources. Any employee with more than ten (10) days' vacation carry-over will work with their immediate supervisor to develop a plan to reduce their excess vacation days.

J. **Vacation Scheduling**

1. The District shall schedule vacations after reviewing unit members' requests and at times that have the least impact on the operations of the District. If two or more unit members at a specific work location request to take vacation on the same date, the unit member with the most District-wide seniority shall have priority, unless the District can show that to do so would cause a significant detrimental impact at the unit member's work location. Excluding the normal summer recess, this seniority priority shall rotate on a year-to-year basis for vacations granted during times when students are not in session.
2. Vacation scheduling for 12-month employees, including those assigned to school sites, shall be developed jointly between the immediate supervisor and the employee.

K. **The District** will provide forms for the scheduling of vacation time for unit members.

Article 13 HOLIDAYS

A. **Holidays** – There shall be fourteen (15) paid holidays per year for unit members:

Independence Day	Legal
Labor Day	Legal
Veteran's Day	Legal
Thanksgiving Day	Legal

New Year's Holiday	Local
New Year's Day	Legal
Martin Luther King Day	Legal
Lincoln's Birthday	Local

Thanksgiving Holiday	Local
Christmas Holiday	Local
Christmas Day	Legal

Washington's Birthday	Legal
Friday of Spring Break	Local
Memorial Day	Legal
Juneteenth	Legal

B. Holidays – There shall be eleven (11) paid holidays for Family-Child Education Unit Members working in the Infant Toddler, District Extended Day, and District Preschool Programs:

Independence Day	Legal
Labor Day	Legal
Veteran's Day	Legal
Thanksgiving Day	Legal
Thanksgiving Holiday	Local
Christmas Holiday	Local

Christmas Day	Legal
New Year's Day	Legal
Martin Luther King Day	Legal
Washington's Birthday	Legal
Memorial Day	Legal
Juneteenth	Legal

C. When a holiday falls on Sunday, the next day, Monday, is observed as a holiday. When a holiday falls on Saturday, the preceding Friday will be observed as a holiday.

D. All unit members shall be entitled to the above paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday period.

E. All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2½) times the regular rate of pay.

F. When the unit member is "required" to work on any of the above legal or local holidays, he/she shall be given compensatory time off or paid at two and one-half (2½) times his/her regular rate of pay.

G. Should the Board grant a day off or a holiday occur while the unit member is absent from work because of paid sick leave, vacation, or other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from the unit member's other paid leave of absence.

H. When a holiday falls during the scheduled vacation of any unit member, such holiday shall not be charged against the vacation balance of the unit member.

Article 14 LEAVE OF ABSENCE

A. **Absence – Leaves – General**

1. The Assistant Superintendent of Human Resources or designee is authorized to approve specified absences without loss of pay when such absences are deemed to be in the best interest of the District.

2. Leaves fall into two general categories for unit members:

   a) Leaves With Pay

   b) Leaves Without Pay

3. Any person absent from duty for any reason other than sickness or vacation shall submit a request for leave form to his/her immediate supervisor for transmittal to the Office of Human Resources at the earliest possible date, but no later than three (3) days before the leave is to take place.

B. **District Approved Absence**

1. Upon approval of the Director of Human Resources or designee, a unit member may be absent without loss of pay for the following reasons:

   a) District Business

   b) Inservice Training

2. Unit members may be absent from their regular duties without loss of pay when such absences are deemed to be in the best interest of the District and are for District business.

C. **Jury Duty or Legal Witness Absence**

Every unit member shall be entitled to take leave from his/her regular duties without loss of wages, vacation time, sick leave, or other employment benefits for the purpose of responding to jury duty to which he/she has been summoned, or as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. All jury or subpoena fees, exclusive of mileage, received by the employee for such service shall be deposited to the credit of the District. Employees must provide verification of jury duty service.

D. **Religious Holidays Absence**

1. When any unit member wishes to be absent from work during all or part of a normal work day for religious observance on religious holidays, the unit member may use Personal Option Days, as provided in Article 14(O). If the unit member's Personal Option Days are exhausted, the unit member shall be granted up to two (2) days of unpaid leave per year for religious holiday observance.

2. When requesting the use of the two (2) days of unpaid leave for religious holiday observance as provided in Section D(1) above, the unit member shall notify the unit member's supervisor, in writing, at least two weeks prior to the day(s) of absence. This notification shall specify that the absence is for "religious holiday observance," and designate the specific holiday.

E. **Sick Leave**

1. **Sick Leave Definition** – Sick leave is defined as the necessary absence from duty of an employee because of his/her own illness, injury or exposure to contagious disease, or for examinations or treatments by a licensed practitioner. Up to one-half (1/2) the employee's annual entitlement of sick leave or six (6) days maximum per year may be used to attend to an illness of a child, parent, spouse or domestic partner of the employee. This will be recorded on the weekly attendance sheet as an "FI."

2. **Notification Procedure**: Employees will notify their immediate supervisor or designee regarding their absence at least one (1) hour before the beginning of the Employee's shift and must include the reason for the absence and anticipated duration. Depending on the individual job requirements, more notice may be necessary. For absences more than three (3) consecutive days, the District may require the employee to submit a doctor's note. When the District has a factual basis to suspect that an employee is abusing sick leave, either from a pattern of absences or from information suggesting that the employee, or the employee's family member as defined in Section E(1) above, is not in fact injured or ill, the District may require a doctor's note before the employee is allowed to return to work.

3. **Entitlement** – All regular employees earn sick leave at the rate of one working day for each completed calendar month of service, beginning

with the first day of the first completed month of employment. Employees employed less than full time equivalents are entitled to sick leave at their prorated rate. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible for paid sick leave until the successful completion of the six-month probation period. Upon successful completion of the probationary period, the unit member shall be reimbursed any sick days taken during the probationary period.

4. **Accumulation** – Sick leave not used is accumulated from year to year. Employees who terminate their positions (after at least one full calendar year) for the sole purpose of accepting a position with another school district shall have the earned sick leave transferred with them to the second district if they accept the position within one year. It is the employee's responsibility to request that this accumulated sick leave be transferred.

5. **Employees Rehired** – All rights of an employee to sick leave with pay are terminated upon resignation unless the employee is rehired within 39 months, in which case the employee shall have his/her sick leave balance restored.

6. **Extended Sick Leave** – Extended sick leave is available for those employees absent due to a lengthy illness or injury. At the beginning of each fiscal year, each unit member shall be credited with a total of one hundred (100) working days of extended sick leave. Extended sick leave shall be paid at the rate of fifty percent (50%) of the unit member's regular salary and shall not be cumulative. Extended sick leave shall be exclusive of all other paid leave except regular, fully paid sick leave, as defined in section E(3) of this article. In order to access extended sick leave, a unit member shall provide a written statement from his/her attending physician verifying the illness or injury. Unit members on extended sick leave shall be entitled to the same level of fringe benefits as if not on leave.

7. **Pregnancy Disability** – Unit members who are disabled as a result of pregnancy, childbirth, or related conditions may take pregnancy disability leave (PDL). PDL will continue for the duration of the disability up to four months. While a unit member is on PDL, the

District will continue benefit contributions at the same level as prior to her leave for up to four months or while in paid status. Unit members are eligible for sick leave and extended sick leave while on PDL.

When the need for PDL is foreseeable, employees must notify Human Resources at least 30 days before the leave is to begin. If it is not possible to do so, employees should notify Human Resources of their need for leave as soon as it is practical. The District may require certification of pregnancy disability from a health care provider indicating:

- the date on which the employee became disabled due to pregnancy;
- the probable duration of the period or periods of disability; and
- a statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

PDL may be taken on an intermittent basis. Unit members may request modified duties or a temporary transfer to a vacant less strenuous position, if recommended by the unit member's physician. The District will reasonably attempt to accommodate such requests. Unit members who are transferred or whose duties are modified will be paid at the rate corresponding to the job they perform.

The District will generally reinstate a unit member returning from pregnancy disability leave to her pre-leave duties upon receipt of appropriate certification from a health care provider. Unit members returning from pregnancy disability leave have no greater rights to be reinstated to their positions than they would have if they had worked continuously throughout the period of their leave.

F. **Bereavement Leave** – Unit members may use up to five (5) days with full pay for bereavement leave in the event of death in the employee's immediate family. Members of the immediate family shall include: spouse, domestic partner, child, stepchild, grandchild, parent, stepparent, or other person who stood in loco parentis to the member when the member was a child, mother-in-law, step mother-in-law, father-in-law, step father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, step-brother, sister, step-sister, half-brother, half-sister, brother-in-law, sister-in-law. It also includes any person who is a member of the

employee's immediate household and resides with the employee. Leaves shall be used anytime from the date of death and extend no more than one year beyond the date of death for bereavement purposes. The days of bereavement leave need not be consecutive.

G. **Industrial Accident or Illness Leave**

1. Allowable leave for industrial accident or illness for injuries incurred on the job shall be for the number of days of temporary disability provided such period does not exceed 60 days during which the employee would otherwise have been performing work for the District in any one fiscal year for the same accident. Allowable leave shall not be accumulated from year to year.
2. An accident report must be made immediately to the employee's immediate supervisor and to the District Office. When medical treatment or hospitalization is required, the injured employee shall notify the doctor or hospital that it is an industrial accident, and that it is covered under Worker's Compensation Insurance.
3. Industrial accident leave will be reduced by one day or a portion thereof for each day of authorized absence, regardless of any temporary disability indemnity paid by the District's Worker's Compensation Insurance carrier or administrator.
4. When the 60 days industrial accident or illness leave is entirely exhausted, employees must use regular earned sick leave, accumulated compensatory time, and available vacation days before being entitled to extended sick leave benefits. Sick leave, compensatory time and vacation days will be charged against employees at such a rate as, when added to their temporary disability indemnity payments, provides for a full day's wages or salary. After using all available paid leave, employees will receive no further salary or wages from the District, but will retain all future temporary disability indemnity checks until such time as they return to work.
5. The District may require unit members to undergo periodic physical evaluations by a District-appointed physician at District expense to report to the District on their condition.
6. A unit member has the right to see and be treated by his/her own physician in case of an industrial accident or illness. The District will provide a form for the unit member to complete, listing the member's physician and address for this purpose. The form should be maintained at the site of assignment and/or personnel file.

7. Any employee receiving benefits as a result of these provisions shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

H. **Leave of Absence Without Pay**

1. Permanent unit members may be granted discretionary leaves of absence without pay for reasons acceptable to the District.

2. Leaves under this section should be in accordance with the following criteria:

   a) The District and the employee may both benefit from the granting of the leave.

   b) Requests for a leave must be submitted to the Human Resources office one month in advance, if possible, of the effective date the leave is to commence.

   c) A leave of absence gives the employee the right to return to a position in the District, if one is available, at the expiration of the leave. If no position is available, the employee will be placed on the 39-month rehire list. The granting of the leave also carries the obligation to return.

   d) Leaves shall be without pay except where noted otherwise, and will be granted for no more than one (1) year.

   e) A leave, ordinarily, would not be recommended for an employee who has been employed in the District less than one (1) year.

   f) Probationary employees serving in an initial probationary period, six (6) months of service, shall be requested to resign, but every consideration will be given to them for re-employment. Exception - military leave.

   g) Leaves granted under this section shall not be considered a break in service. However, longevity and seniority dates will be adjusted to provide pay increases on an appropriate time line.

I. Short-Term Leave

1. Any permanent unit member may request a short-term (up to three (3) months) unpaid leave of absence, which if approved by the Board of Education, will guarantee his/her former position upon return to work.
2. The request for leave of absence shall be made in writing to the Board of Education thirty (30) days prior to leaving, whenever possible. The notification of intent to return to work shall be made in writing to the Office of Human Resources at least fifteen (15) days prior to the end of the approved leave.

J. Extension of Short-Term Leave

1. The short-term leave may be extended without pay for not more than two (2) months, subject to approval by the Board of Education. Request for extension shall be made at least fifteen (15) days prior to termination of the short-term leave. If the total combined leaves are not more than five (5) months, the employee will be returned to his/her former position and assigned at the same class and step on the salary schedule as of the date of commencement of the leave of absence. All leaves of absence granted shall be with the understanding that the employee will be reinstated with all accumulation of sick leave and vacation on record. The notification of intent to return to work shall be made, in writing, to the Office of Human Resources at least fifteen (15) days prior to the end of the approved leave.

K. **Military Leave**

1. Any unit member who enters the active military service of the United States or of the State of California shall have all the military leave rights guaranteed under the military and veteran's code.
2. Any employee who enters the active military service of the United States or of the State of California, shall regain all rights to his/her position and shall be reinstated upon his/her application within six (6) months after termination of his/her military duty, or within one (1) year of the date of a treaty of peace terminating the hostilities in which the United States is engaged.
    a) Temporary Leave – Any public employee who is a member of the reserve corps of armed forces of the United States, the National Guard, or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in ordered military duty, including time going to and from such duty, providing that the

total elapsed time for such temporary leave does not exceed 180 calendar days.

b) Pay for Temporary Leave – Any employee who is on temporary military leave and who has been in the employ of the school District not less than one (1) year immediately prior to the leave, shall be entitled to receive his/her regular salary for the first thirty (30) calendar days of such absences. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year.

c) Pay for Military Leave – An employee of the school District who is on ordered military leave other than temporary military leave, and who has been in the service of the District not less than one (1) year immediately prior to the beginning days of such leave, shall be entitled to receive his/her regular salary for the first thirty (30) calendar days of such ordered duty. No more than the pay for a period of thirty (30) calendar days shall be allowed for any one military leave of absence or during any one fiscal year. Proof of ordered military duty may be required. Where the employee has a choice, reserve duty must be taken at a time most convenient to the District.

L. **Unpaid Family Medical Leave**

1. Employees who have completed one (1) year of service, and who are employed at least 1,250 hours per year have the right to request unpaid leave of absence for up to 12 work weeks or (60 work days) within a 12-month period beginning with the first date of leave pursuant to this section for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child, or for a child, spouse, or parent with a serious health condition. This leave runs concurrently with the first twelve weeks of pregnancy disability, childcare leave or personal necessity/option leave for the purpose of paternity or adoption. This leave may also be taken for the purpose of the employee's own illness; however, it runs concurrently with sick leave, extended sick leave or industrial illness leave.

2. Persons granted a leave under this policy shall be required to submit appropriate medical facts in support of their request for a leave for restoration of health. Persons requesting a leave for alleviation of hardship shall submit a statement outlining hardship conditions in support of their request. For example, a hardship request for a leave due to spouse's illness should include a medical statement indicating

the need for such a leave. An employee requesting a family hardship leave in conjunction with maternity leave will not be required to submit appropriate medical facts.

3. Employee may take leave on an intermittent or reduced leave schedule. The amount of leave actually taken may be counted toward the 12 weeks of leave entitlement.
4. There is no carryover of unused leave from one 12-month period to the next 12-month period as defined above. Covered employees are entitled to reinstatement to the same position held when leave commenced or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.
5. "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
6. If both parents of a child who are entitled to family care leave under this section of this contract are employees of the District, the Board shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care leave totaling more than the amount specified in this section.
7. The employees shall provide reasonable advance notice to his/her immediate supervisor of the need for family care leave, the date the leave will commence, and the estimated duration of the leave as soon as practicable. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.
8. The supervisor may require the employee to verify the health condition of the child, spouse, or parent. The Supervisor will accept medical verification by the treating health professional of the appropriate medical facts.
9. Family care leave is an unpaid leave of absence. Leaves pursuant to this section runs concurrently with other leaves.
10. For eligible employees not subject to paid leave, the Board shall continue to pay its usual contributions toward the employee's health

benefits for up to twelve work weeks during a 12-month period for an employee on family care leave. If the twelve weeks of family care leave ends at or after the midpoint of the particular month, and the employee remains on unpaid leave, the Board-paid health benefits will continue to the end of the month. If the family care leave ends before the midpoint of the particular month, the employee is responsible for paying a pro-rated share of the benefits for that month.

11. Family care leave may not be used to extend personal illness leave or industrial accident or illness leave. The employee shall have an independent entitlement to take up to twelve weeks of family care leave within twelve months for purposes other than the employee's own illness (care of new baby or ill child, spouse or parent), even if the employee has used paid leave for the employee's own illness.

M. **Unpaid Military Caregiver and Qualifying Exigency Leaves**

Military Caregiver Leave

Eligible employees who are the spouse, son, daughter, parent or next of kin of a covered servicemember may take up to twenty-six (26) weeks of FMLA leave during a single 12-month period to care for the servicemember who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This leave will be administered consistent with federal regulations and is available for eligible employees whose servicemembers are either in the active duty or reserve components of the Armed Forces.

Qualifying Exigency Leave

Eligible employees who are the spouse, son, daughter, parent or next of kin of a covered servicemember may take up to twelve (12) weeks of FMLA leave during a single 12-month period for qualifying exigencies that arise when a military member is deployed to a foreign country, such as attending military sponsored functions and briefings, making appropriate financial and legal arrangements, and arranging for alternative childcare. This leave will be administered consistent with federal regulations and is available for eligible employees whose servicemembers are in either the active duty or reserve components of the Armed Forces.

N. **Unpaid Family Leave/Support to Employee's Spouse or Child Recalled to Active Duty**

Pursuant to and for the duration of House Resolution 4986, eligible Employees make take up to 12 weeks of unpaid leave if the employee's spouse or child is on active duty in the military or is a reservist who faces recall to active duty in hostile areas. Until the Department of Labor acts more decisively, each request for such leave will be acted upon on a case-by-case basis. The District may require supportive certification.

O. **Personal Necessity/Option Leave**

1. Days of leave of absence for illness or injury allowed for sick leave may be used by the employee upon prior approval whenever possible, in cases of personal necessity/option. Personal necessity/option leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, but that necessitate immediate attention and cannot be taken care of after work hours or on weekends. However, a new employee of the District shall not be eligible for paid Personal Necessity/Option Leave until the successful completion of the unit member's six-month probation period.

   Each bargaining unit employee shall be allowed up to seven (7) days absence each school year for personal necessity. The seven (7) days personal necessity leave shall be deducted from sick leave. Four (4) of the seven (7) days may be used as personal option days for which no reason is required and may be designated as such on the request form.

2. The unit member shall submit a completed personal necessity/option leave request form to the immediate supervisor at least three (3) working days prior to the leave whenever possible. The principal or immediate supervisor will make a recommendation on the leave form before forwarding it to the Human Resources office.

3. The unit member shall not be required to secure advance permission for personal necessity/option leave for any of the following reasons:

   a) Death or serious illness of a member of the unit member's immediate family. Personal Necessity Leave can be used for the diagnosis, care, or treatment of an existing health condition, as well as preventive care, for a family member. For purposes of this section, family member is defined as:

- Child (biological, adoptive, foster, step, legal ward, or to whom employee stands in loco parentis), regardless of age or dependency status.
- Parent (biological, adoptive, foster, step, legal guardian, or person who stood in loco parentis when employee was a minor) of the employee.
- Spouse or registered domestic partner.
- Grandparent or Grandchild
- Sibling

b) Accident, involving the unit member's person or property, or the person or property of a family member. However, the employee must submit a completed personal necessity/option leave request form to the principal or immediate supervisor within three (3) working days after return to duty.

4. Personal necessity/option leave, except for the reasons stated in Section O-3, shall not be allowed for any day preceding or following a holiday or vacation. Should the employee's leave be for reasons stated in O-3, immediately prior to or following a holiday, the employee shall provide documentation for the purpose of the leave.

5. Personal necessity/option leave days shall not be cumulative from year to year.

6. Personal necessity/option leave shall not be allowed for work stoppage.

7. Personal Necessity may include participation in "once in a lifetime" events, e.g., parents 50th wedding anniversary, child's move to college.

8. In no case shall personal necessity leave be used for vacation purposes. The district may limit to no more than five percent (5%) of the members of the unit who may use personal necessity at any one time. Misuse of personal necessity leave is subject to disciplinary procedure.

9. For an employee who is a victim of domestic violence, sexual assault, or stalking, personal necessity leave may be used to take time off work for any the following reasons:

- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- For purposes of this section, the terms "domestic violence," "sexual assault," and "stalking" are as defined in California Labor Code section 230 and 230.1.

P. **Catastrophic Leave**

Purpose

The purpose of banking catastrophic leave donations is to provide qualified, permanent employees with continued income when absence due to non-industrial accident or non-industrial illness continues beyond all vacation compensatory time, sick leave, personal leave, and all other District paid leaves available to the employee, excluding substitute differential pay and extended leave.

Definitions of Catastrophic Illness/Injury Eligibility Criteria

A recipient of catastrophic leave donations must meet all of the following criteria:

a) The employee must hold permanent classified status with the Santa Clara Unified School District.

b) The employee must exhaust all full pay leave credits as outlined in the "Purpose" section.

c) The employee must suffer an unforeseen catastrophic illness or unforeseen catastrophic injury which must be documented by a qualified physician and precludes his/her return to work for a prolonged period. Such unforeseen illnesses or injuries include, but are not limited to, stroke, kidney failure, heart attack, cancer, AIDS, or other life threatening disease, recovery from major surgery, or

incapacitation as a result of a severe automobile or other accident and recovery there from.

d) Only employees who donate may receive contributions from the bank.

e) A day is the number of hours equal to the employees regularly assigned work day.

Sick Leave Bank

Membership in the "Catastrophic Leave Use Bank" (CLUB) program will only be granted during the annual Open Enrollment Period.

a) The Association will conduct an open enrollment period annually between November 1 - November 15 of each year, in which members will be invited to join the CLUB. Members must be permanent employees. Unit members who do not join the CLUB when first becoming eligible must wait until the next open enrollment period the following year.

b) Sick leave credits may only be contributed during the annual open enrollment period except during a Special Contribution Period as designated by The Catastrophic Leave Committee.

c) Contributions to the Catastrophic Leave Use Bank are irrevocable and shall be donated at a minimum of 7.5 hours during initial Open Enrollment Period and in hourly increments thereafter.

d) Employees donating to the CLUB must have no less than 10 days of available sick leave accrued before any donation can be made.

e) Employees may donate a maximum of 5 days of accumulated sick leave in any one year.

f) If the number of hours in the Bank at the Open Enrollment period exceeds 500 hours, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Use Bank for the first time shall be required to contribute 7.5 hours to the CLUB.

g) A Special Contribution period may be required by the Catastrophic Leave Committee when the bank of hours drops to or below 300 hours.

h) Unit members who are drawing from the Bank at the time of the special contribution will not be required to contribute to remain eligible to draw from the Bank.

i) CLUB participants, who have no remaining sick leave at the time of the special contribution, shall contribute the additional hours during Open Enrollment the following year to remain a participant in the Catastrophic Leave Use Bank.

j) Unused hours remaining in the Catastrophic Leave Use Bank shall carry over from year to year.

Eligibility

a) The employee must hold permanent classified status with the Santa Clara Unified School District.

b) The employee must exhaust all full pay leave credits as outlined in the "Purpose" section.

c) The employee must suffer an unforeseen (non-industrial) catastrophic illness or unforeseen (non-industrial) catastrophic injury which must be documented by a qualified physician and precludes his/her return to work for a prolonged period. Such unforeseen illnesses or injuries include, but are not limited to, stroke, kidney failure, heart attack, cancer, AIDS, or other life threatening disease, recovery from major surgery, or incapacitation as a result of a severe automobile or other accident and recovery there from.

d) Only employees who donate may receive contributions from the bank.

e) Unit members may apply to the CLUB by filling out an application form, available from the Chair of the Catastrophic Leave Committee.

f) Unit members, who have exhausted all applicable paid leaves, whether or not they have differential leave available, are eligible to withdraw from the CLUB. The member shall be paid full pay.

g) Leave from the Bank may not be used for illness or disability that qualified a unit member for worker's compensation benefits.

h) No days may be granted retroactively (i.e. for a previous illness or injury).

Procedure for a Withdrawal Request

a) A unit member who wishes to use Catastrophic Leave shall submit a request on the CLUB form to the Committee stating the facts that support their need for Catastrophic Leave.

b) Withdrawal from the CLUB shall be granted in units of no more than twenty-five (25) work days. Unit members may submit a request for one extension of up to twenty-five (25) additional days as their prior grant expires.

c) Each request for a withdrawal from the CLUB must be accompanied by medical verification of the need for the leave by a qualified physician.

d) Days granted by the CLUB need not be taken consecutively.

e) Catastrophic Leave credits may only be granted in full (day) increments.

f) Unit members using days granted to them from the Catastrophic Leave Use Bank shall use any leave credits they continue to accrue on a monthly basis prior to utilizing paid catastrophic leave.

g) Unused days by any participant shall be returned to the CLUB automatically upon participant's return to work.

h) A maximum of 50 days per 12 month period may be distributed to any one applicant.

i) Days granted shall commence after the exhaustion of fully paid sick leave and vacation.

j) Employees on leave shall be awarded days from the CLUB at a rate that results in the employee receiving a full day's pay.

Catastrophic Leave Use Bank (CLUB) Committee

a) The Catastrophic Leave Use Bank shall be administered by a three-(3) member committee appointed by the CSEA Executive Board. The terms of the committee shall be staggered three-(3) year terms. Initial appointments shall be for one (1) year, two (2) years, and three (3) years.

b) The Committee shall designate one of its members as Chairperson.

c) The Committee shall be responsible for administering the Open Enrollment Process.

d) The Committee shall be responsible for administering the Catastrophic Leave Use Bank in accordance with this Agreement and applicable state law. The Committee's duties are:

i. Develop an application procedure;

ii. Receive leave requests;

iii. Verify the validity of requests through request of verification by qualified physician;

iv. Approve or deny requests within ten (10) work days of receipt of the application;

v. Approval or denial of catastrophic leave requests by the Committee shall be final, and shall not be subject to appeal or subject to the provisions of the Grievance Procedure of the Agreement;

vi. Communicate the Committee's decisions to affected unit members, to the Human Resources Department and the District;

vii. Solicit donations of additional hours of sick leave, depending upon need, when the bank drops to or below **300 hours**;

viii. Approve and designate appropriate forms for donating and requesting catastrophic sick leave credits;

ix. Require an additional medical review by a qualified physician if a participant requests an extension.

x. Request that an applicant for Catastrophic Leave apply for PERS disability allowance in lieu of using the leave provided in this section;

xi. Establish appropriate record-keeping procedures, including the total number of accumulated hours in the Bank and the names of donors and participating members;

xii. Keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave;

xiii. Approve catastrophic leave requests by a majority vote of the committee.

Exclusions

a) Employees receiving worker's compensation benefits for industrial illness/injury shall not be entitled to use the CLUB until such time as the worker's compensation benefit is exhausted.

b) Employees who are injured or become ill while on an unpaid leave of absence are not entitled to use the Bank until such time as they are scheduled to return from the leave and have exhausted their accumulated sick leave.

Hold Harmless

a) Upon application to the CLUB for leave, the applicant must sign the hold harmless agreement.

b) Approval or denial of requests is at the discretion of the Committee.

Q. **Special Leave** - A leave of absence with or without pay may be granted to a bargaining unit member contingent upon terms acceptable to both the Board of Education and the bargaining unit member. Board decision regarding granting special leave shall not be subject to the grievance process (Article 18 Grievance).

R. **Parental Leave** – Eligible unit members are entitled to use their accrued sick leave during a parental leave of up to 12 workweeks. Consistent with the requirements of law, to receive pay for a parental leave, unit members must first use their accrued sick leave. The unit member's accrued sick leave shall be reduced by one day for each day of parental leave taken.

1. For purposes of this section, "parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
2. Parental leave may be taken either in 12 consecutive workweeks or intermittently. Intermittent parental leave must be taken within one year of the date the child is born or the date the child is adopted by or is placed in the foster care the employee. The basic minimum duration of the leave shall be two weeks. The District shall grant a request for parental leave of less than two weeks' duration on any two occasions and may grant additional requests for additional occasions of such leave lasting less than two weeks.

3. Requests for parental leave must be submitted to Human Resources at least thirty days in advance if the anticipated date the leave will begin is known. If the date the parental leave is unknown, then requests for parental leave must be provided to Human Resources with as much notice as possible.
4. For any portion of the 12-workweek parental leave that is not covered by the unit member's accrued sick leave, the amount deducted from the unit member's salary shall not exceed the sum that is actually paid to a substitute employee employed to fill his or her position during his or her absence.
5. To be eligible for parental leave, the unit member must have been employed with the District for no less than 12 months of service. Unlike other forms of leave under the California Family Rights Act, a unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave pursuant to this section.
6. Unit members may take no more than one 12-workweek period for parental leave during any 12-month period.

7. Parental leave taken pursuant to this section shall run concurrently with parental leave taken under the California Family Rights Act.

S. **Reproductive Loss Leave**

1. Unit members may take up to five (5) days of Reproductive Loss Leave during the unit member's work calendar following a Reproductive Loss Event as defined in this section.
   a) For the purposes of this section, "Reproductive Loss Event" means the day or, for a multiple-day event, the final day of a Failed Adoption, Failed Surrogacy, Miscarriage, Stillbirth, or an Unsuccessful Assisted Reproduction.
   b) To be eligible for Reproductive Loss Leave, unit members must have been employed by the District for at least thirty (30) days prior to the commencement of the leave.
   c) If a unit member experiences more than one Reproductive Loss Event within a 12-month period, the District shall grant a total amount of Reproductive Loss Leave time no more than four (4) Reproductive Loss

Events consisting of no more than twenty (20) days within a 12-month period.

d) Unit members may take Reproductive Loss Leave on nonconsecutive days.

e) Reproductive Loss Leave shall be completed within three (3) months of the Reproductive Loss Event.

- If, prior to or immediately following a Reproductive Loss Event, an employee is on or chooses to go on leave from work pursuant to Pregnancy Disability Leave or California Family Rights Act Leave, or any other leave entitlement under state or federal law, the employee shall complete their reproductive loss leave within three (3) months of the end date of the other leave.

f) Reproductive loss leave will be unpaid, except that a unit member may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the unit member.

2. The District shall not retaliate against a unit member, including, but not limited to, refusing to hire, discharging, demoting, suspending, or discriminating against, a unit member because of either of the following:

   a) A unit member's exercise of the right to Reproductive Loss Leave.

   b) A unit member's giving information or testimony as to their own Reproductive Loss Leave, or another person's Reproductive Loss Leave, in an inquiry or proceeding related to rights guaranteed under this section.

3. The District shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right to Reproductive Loss Leave.

4. The District shall maintain the confidentiality of any unit member requesting leave under this section.

5. Any information provided to the District pursuant to this section shall be maintained as confidential and shall not be disclosed except to Human Resources or legal counsel, as necessary, or as required by law.

6. Definitions:

   a) "Assisted reproduction" means a method of achieving a pregnancy through an artificial insemination or an

embryo transfer and includes gamete and embryo donation. "Assisted reproduction" does not include any pregnancy achieved through sexual intercourse.

b) "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

c) "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.

d) "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

e) "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

f) "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

T. **Stillbirth Leave**

Unit members who experience a stillbirth personally or whose spouse experiences a stillbirth may request stillbirth leave of up to three (3) days of full pay upon presentation of a certificate of stillbirth. "Stillbirth" is defined in Section S of this article.

Article 15 BARGAINING UNIT VACANCIES

Vacancies Shall Be Filled in the Following Order –

A. **Prior to Vacancy Notices Being Posted**:

1. **Re-employment List**
   a. Employees who are on a 39 month re-employment list, in the classification of the vacancy, shall be offered the position when a vacancy occurs.
   b. Employees who are on the re-employment list who held a position within the same range as the vacancy, shall be offered the position if they meet the qualifications of the vacant position.
2. **Voluntary Transfers**
   a. When a new position is created in an existing classification, or an existing position becomes vacant, the District shall first offer the opportunity to interview for that position to employees of the same classification who have filed a transfer request with the Office of Human Resources, prior to the posting of the vacancy. Transfer requests will be maintained on file for one year from date of request. CSEA shall be notified when a unit member files a transfer request, unless the unit member requests confidentiality regarding their transfer request.
   b. Qualified unit members following the procedure outlined in 2 a. above will be interviewed prior to posting District-wide. Supervisors may select a transferee or have the position posted. Transferees may apply when the position is posted on EdJoin.org.
   c. All unit members who apply for and are not selected for a transfer, shall receive written notification of the outcome of the interview.

3. **Demotions** – Employees requesting demotions within the bargaining unit under this article shall be placed on the step of the lower range that is equivalent to the step the unit member would have been on had the unit member not taken the promotion.

4. **Involuntary Transfers** – Transfers of bargaining unit members on a temporary or permanent basis may be initiated by the District at any time such transfer is in the best interest of the District. A unit member affected by such transfer shall be given notice as soon as administratively practicable.
   a) For temporary involuntary transfers, meaning for fifteen (15) or fewer workdays, the District will provide the unit member with two (2) workdays' notice, when possible. If there is an urgent operational need for the unit member to be involuntarily transferred on a temporary basis, the District may require the unit member to begin working in temporary assignment the next school day.

b) For permanent involuntary transfers, meaning for an undetermined period of time and for more than fifteen (15) workdays, the District will provide the unit member with five (5) workdays' notice prior to the beginning of the new assignment. Unit members who do not object to the permanent involuntary transfer may waive the five (5) workdays' notice so as to sooner begin the new assignment.

c) Prior to the transfer, a discussion will be held between the appropriate manager and the unit member to discuss the reasons for and the logistics of the transfer.

B. **Notice of Vacancies**

1. The District shall post vacancy notices for not less than five (5) working days on the CSEA Bulletin Board at all open work locations, through District Email to all district classified employees, and on www.edjoin.org.

2. Normally, no jobs shall be posted during the December break. Postings that occur during the December break as well as the mid-winter and spring break shall be extended for three (3) regular school days.

a. The job vacancy notice shall include: The job title, the assigned job site, brief description of duties, the qualifications required, the number of hours per day, the days per year assigned to the position, shift times, the salary range, the deadline for filing to fill the vacancy, the date of the posting, and the QSS number.

b. A copy of all job postings shall be sent to the CSEA Chapter President.

c. It is recommended that all job postings shall be date-stamped upon reaching the work sites and placed on the designated CSEA bulletin boards.

d. The District shall advertise employment opportunities on EdJoin.org which can be accessed at www.edjoin.org or through the District website, www.santaclarausd.org.

e. The District shall maintain a computer at the District Office for applicants to use when applying for classified positions within the Districts.

f. Any employee in the bargaining unit shall apply for vacant positions on www.edjoin.org.

g. Qualified employees on lay-off shall be mailed a copy of vacancy notices at the address filed with the office of Human Resources on date of posting.

h. If the posted requirements for a position change, the position will be reposted on www.edjoin.org at all open work sites and to all classified employees through their District email address.

C. **Promotional Opportunities**

1. The process for filling vacant promotional positions shall proceed as follows:

a. The District Human Resources Department will provide training to new managers concerning the hiring process and will monitor to ensure that the hiring managers screen all applications received for the vacant promotional position, both from bargaining unit and outside applicants, at the same time.

b. Any bargaining unit member who applies for the vacancy during the posting period and meets the required minimum qualifications shall be interviewed.

c. Interviews of bargaining unit and outside candidates for the promotional position shall be conducted and use the same interview panel, absent extenuating circumstances.

d. The District Human Resources Department shall contact bargaining unit candidates first to offer them the opportunity to select from among available time intervals for interviews.

e. The interview panel will rate the interviews of all candidates using the same criteria. Candidates who are permanent bargaining unit members with at least five (5) years seniority will be given two (2) additional points to their total raw score for their responses to interview questions. Based on the interview panel's ratings, the candidates will be rank ordered.

f. The hiring manager shall consider the qualifications of all candidates interviewed for the promotional position, including seniority, experience, skills, and receptivity to training, before making a decision. The successful candidate for the promotional position shall be selected by the hiring manager from among the top three (3) candidates as rated by the interview panel or the hiring manager may in his or her discretion decide to re-post the position.

g. Qualifications and experience being relatively equal, the District shall give preference to the bargaining unit candidate.

h. CSEA Chapter 350 President or designated representative may participate in all interviews for classified positions, at or above Range 16A.

i. The Human Resources Department shall train managers in how to conduct reference checks and shall verify that references have been checked for all candidates being recommended for consideration to

hire or be promoted upon the submission of the recommendation for employment to the Department of Human Resources.

j. The recommended candidate shall successfully complete any required test prior to employment. The District will review public agency testing practices and will endeavor to provide testing earlier in the hiring process.

D. **Interview Panels**

a. The District Human Resources Department will train managers on developing interview panels and will monitor such panels to ensure they are appropriately composed.

b. CSEA may request in writing that the District provide release time for a CSEA bargaining unit member, in addition to the participation of the CSEA Chapter President, to participate on an interview panel for classified bargaining unit promotional positions at or above Range 16A.

c. The written CSEA request for the release of the additional unit member must be made for each interview panel for which the request is being made and must provide a legitimate reason for the request, which will be treated confidentially by the District. The request from CSEA must be received by the District Human Resources Director at least 72 business hours before the time set for the first interview for the position to be filled.

d. For Classified promotional positions that have interview panels made up of more than six (6) individuals, CSEA may request to have CSEA members represent 30% of the interview panel members.

e. The parties agree that interviews may go forward if the invited CSEA participants are not present.

f. The additional unit member(s) will be selected by the District Human Resources department on a rotational basis from a pool of between ten (10) and twenty (20) unit members designated and trained by CSEA to participate on interview panels. For scheduling and/or operational reasons, the District Human Resources department may skip a unit member whose turn it would otherwise be to serve on an interview panel upon request of the unit member's immediate supervisor.

g. If multiple interview panels are scheduled to be held on the same day, the CSEA Chapter President may select a unit member to take the President's place on each such panel.

E. **Skills Training**

a. Bargaining unit members who are candidates for promotional positions who are not selected may request a thirty (30) minute meeting with the Director of Human Resources to discuss resume and interview strategies.

b. Bargaining unit members who are interested in learning more about promotional positions may apply to shadow an incumbent employee in such position. The application process will include written statements from shadow program applicants concerning how the shadowing experience will benefit their career progression. As part of this training opportunity, the District will provide up to 160 hours of substitute coverage per school and will select up to 20 unit members for the shadowing program. The amount of shadowing time will be determined by the Human Resources Department based on the goals of the shadowing employee and the requirements of the position to be shadowed. Shadowing assignments will be scheduled by the Human Resources Department in conjunction with the shadowing unit member's supervisor and the supervisor of the incumbent unit member.

Article 16 LAYOFF

A. Reason for Layoff – Layoff shall occur only for lack of work or lack of funds.

B. Notice of Layoff – Consistent with Education Code section 45117, employees affected by layoff shall be given notice no later than March 15 that the employee's services will not be required for the ensuing year due to lack of work or lack of funds. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employees designated for layoff.

C. Order of Layoff – Layoffs shall be affected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the date of hire that an employee has been in paid status in a classification. The words "class or classification" shall be defined as a position which has a designated title, specific duties, responsibilities, and minimum qualifications and which has a designated salary range.

D. Bumping Rights – Considering his/her seniority in the lower class and any higher classes, an employee laid off from his or her present class may bump into the next lowest classification in which the employee has worked and has greater seniority than the least senior employee in the

classification. Laid-off bargaining unit members who bump into a lower classification shall have their rate of pay "Y-rated." For the purpose of this section, Y-rated shall mean that unit members laid off shall be paid their previous rate of pay without change for a period not to exceed thirty-nine (39) months. Unit members who reject an offer of employment for the same position from which they were laid off shall lose their "Y-rating."

E. **Equal Seniority** – If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off shall be made by lot.

F. **Re-employment Rights** – Laid off persons are eligible for re-employment in the class from which they were laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff. Their re-employment shall take precedence over any other type of re-employment defined or undefined in this Agreement. In addition, they shall have the right to apply to promotional positions within the filing period specified in Article 16.

G. **Seniority Roster** – The District shall maintain an updated seniority roster indicating each employee's class seniority and hire date seniority. In addition, such roster shall be available to CSEA within a reasonable time after demand.

H. **Notification of Re-employment Opening** – Any permanent employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by registered mail to the last address given the District by the employee, and the District shall send a copy to CSEA. This will complete the District's responsibility of its notification to the unit member.

I. **Employee Notification to District** – An employee shall notify the District of his or her intent to accept or refuse re-employment within five (5) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within ten (10) working days following receipt of the re-employment notice. An employee given notice of re-employment may refuse the offer of re-employment on one occasion and still maintain the employee's eligibility on the re-employment list, provided the employee notifies the District of refusal of re-employment within five (5) working days from receipt of the re-employment notice. If the employee refuses a second offer of re-employment, the employee will be removed from the re-employment list.

J. **Re-employment in Highest Class** – Employees shall be re-employed in the highest rated job classification available in which they previously

worked and for which they are currently qualified on the basis of seniority. Employees who accept a position lower than their highest former classification shall retain their original sixty-three (63) month rights to the higher paid position. See Ed Code 45298(a).

K. **Improper Layoff** – Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

L. **Once the Board has made the decision of layoffs**, the District and CSEA will meet in a timely manner (prior to implementation) to collaborate concerning the workload distribution to remaining bargaining unit members.

M. **Effects of Layoff** – CSEA and the District agree that having had an unrestricted opportunity to negotiate the effects of classified employee layoffs, the language in this Article shall constitute the complete agreement between the parties regarding the effects of classified employee layoffs, including displacement and re-employment rights, and shall relieve the District of any further obligation to negotiate the effects of classified employee layoffs during the term of this collective bargaining agreement.

N. **Any permanent employee** who is laid off shall be provided release time to attend District sponsored seminars for resume writing, interview skills, and the option to attend one class at Ed Options at the District's expense during the next session after the date of layoff.

O. **Reduction in Assigned Time –** The District and CSEA shall negotiate reduction in assigned time for unit members.

P. **Employees On A Layoff List** – Substituting laid-off employees (Reduced In Force and on the 39-month rehire list) shall be put on the substitute list to be called to substitute in positions in their former classification, or in classifications for which they meet the qualifications, before other non-bargaining unit employees are called. A laid-off employee electing to substitute shall be paid at the step at which he/she was paid at the time of the layoff if he/she substitutes in his/her former classification or a higher classification. If a laid-off employee substitutes in a lower classification, he/she shall receive the pay of the highest step applicable to that classification if this is less than the amount the employee was paid at the time he/she was laid off.

Q. **There will not** be contracting out, or use of volunteers, to replace laid-off employees.

Article 17 EMPLOYEE EXPENSES AND MATERIALS

A. Uniforms – The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by bargaining unit employees.

B. Tools

1. The District agrees to provide all tools, equipment, and supplies, except hand tools for mechanics in the Transportation Department, reasonably necessary to bargaining unit employees for performance of employment duties.

2. When it is determined by the District that a bargaining unit member shall use his or her own personal equipment and/or tools, including electronic devices, within the scope of employment, the supervising administrator shall provide written authorization for the employee to do so. The District agrees to provide a safe place to store the tools, equipment, and/or electronic devices, and agrees to pay for any loss or damage or for the documented replacement cost of the tools, equipment, and/or electronic devices not resulting from the employee's own negligence. The District agrees to provide safe storage for authorized tools, equipment, and/or electronic devices. The District will have no responsibility for the loss or damage to personally owned tools, equipment, and/or electronic devices of unit members in any other circumstance.

C. Storage – The District agrees to provide a safe storage area.

D. Safety Equipment – Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear. Frequency of replacement shall be based on the requirement and conditions of each employee's position.

E. Physical Examination – The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 49406.

Article 18 GRIEVANCE PROCEDURE

A. Definitions

1. Grievance – A grievance is a claim regarding the interpretation of this Agreement that adversely affects the unit member. Resolution of matters for which other procedures are provided by federal or state

law shall be undertaken through the appropriate procedures, such as dismissals, H.E.W., D.F.E.H., F.E.P.C., and O.S.H.A. claims.

2. Grievant – A grievant may be any unit employee of the District or CSEA.

3. Day – A day, for the purpose of this Article, is any day in which the District offices are open. If an event giving rise to a grievance occurs during a unit member's vacation or recess, a unit member shall file a grievance within ten (10) days of when the member is scheduled to return to duty.

B. Level - I - Resolution

<u>Every effort should be made to resolve disputed issues at this level.</u>

1. **Informal:** When an employee has a grievance, the employee shall, within ten (10) days, discuss the matter in an informal meeting with the employee's immediate supervisor.

2. **Level I**

   a) If the matter is not resolved at the informal meeting, the employee shall, within ten (10) days following the informal meeting, present his/her grievance in writing to the immediate supervisor. The grievance shall state the issues involved, the contractual provisions in dispute, and the remedy sought (See appendix for District Grievance Form.).

   b) The immediate supervisor shall communicate his/her decision to the employee in writing within five (5) days of receiving the employee's written complaint.

C. Level - II - District Session

Should the employee disagree with the Supervisor's response, the employee has the right to appeal the decision to the Director of Human Resources following the procedure below:

1. Appeal in writing to the Director of Human Resources within 10 days of Supervisor's response.

2. The Director of Human Resources shall investigate the grievance and meet with the unit employee within ten (10) days of the receipt of the appeal.

3. The Director of Human Resources shall provide a written decision to the employee and supervisor within 5 days of the meeting.

D. Level - III - Impartial Hearing

1. If the employee finds the decision at Level II unsatisfactory, the aggrieved employee(s), within twenty (20) days of receiving the Level II decision, may request in writing that CSEA submits the grievance to arbitration.
2. CSEA, by written notice to the superintendent within fifteen (15) days of receipt of the request from the aggrieved, may submit the grievance to arbitration.
3. If the two parties cannot agree on an individual to arbitrate the case, CSEA shall request an odd-numbered list of experienced individuals from the California State Conciliation Service or the American Arbitration Association. The individual shall be selected within ten (10) days of receipt of the list, by the alternate strike method until only one name remains.
4. Binding arbitration shall be the final step of the grievance procedure, with the loser to pay the arbitrator's fee, as well as the court reporter's fees and transcript costs associated with arbitration.
5. The impartial person will decide the time and place for a hearing. The hearing will be private, and unless otherwise agreed, will be conducted in accordance with the Voluntary Rules of the American Arbitration Association.
6. The impartial person (arbitrator) shall not consider any matter outside the scope of the grievance as defined in this policy, shall confine the decision to the precise issue submitted, and shall have no authority to make a recommendation on any other issue. However, the issue as to whether a matter is outside the scope of the grievance is to be determined by the arbitrator.
7. After the close of the hearing, both parties shall have an opportunity to submit written arguments.
8. The arbitrator shall submit the award in writing to all the parties, including CSEA, within thirty (30) days after submission, which award shall be binding.

E. Miscellaneous Provisions

1. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private.
2. Any unit employee may at any time present grievances to the employer and have such grievances adjusted without the intervention

of the exclusive representative as long as the adjustment is reached prior to Level III and the adjustment is not inconsistent with the terms of this contract; provided that the District shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. A grievant may be represented by CSEA or may represent himself/herself.

3. There shall be no reprisals of any kind taken against any unit employee or representative because of participation in a grievance or support thereof.

4. Failure at any step of this procedure to communicate the decision within the specified time limits shall permit an appeal at the next step of the procedure within the time allocated had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits given in this procedure may be modified by written agreement of all the parties involved.

5. In the event that a grievance affects more than one unit employee, the grievance may be filed on behalf of all affected employees, and if the grievance affects employees at more than one work location, it may be initiated at Level II. Grievances concerning the same issue may be consolidated as long as they do not create an unnecessary delay.

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

7. Forms for filing grievances and other necessary documents shall be prepared by the District following review by CSEA and shall be given sufficient distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

8. In the event it becomes necessary to conduct a grievance hearing or conference with an administrator during the work day, the grievant represented, representative, and witness shall be granted release time without loss of pay. The District shall agree to a reasonable amount of release time for processing grievances.

Article 19 DISCIPLINE

A. **Probationary Employees** – At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

B. **Permanent Employees** – Permanent employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

C. **Progressive Steps** – In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps be utilized, unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. Progressive steps may include both verbal and/or written notification of unsatisfactory performance.

D. **Causes** – In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

1. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
2. Incompetency.
3. Inefficiency.
4. Neglect of duty.
5. Insubordination.
6. Dishonesty.
7. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
8. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.
9. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the

duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

10. Absence without proper notification.
11. Immoral conduct.
12. Discourteous treatment of the public, students, or other employees.
13. Willful misuse and/or negligent use of District property.
14. Violation of District, Board or departmental rule, policy, or procedure.
15. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
16. Unlawful discrimination, including harassment, on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disadvantage, marital status, sex, gender, sexual orientation or age against the public or other employees while acting in the capacity of a district employee.
17. Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
18. Chronic absenteeism or tardiness.

No personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the District.

E. **Initiation and Notification of Charges** – The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the

employee's last known address and to CSEA. The recommendation shall include:

1. A statement of the nature of the personnel action.
2. A statement in ordinary and concise language of the cause or causes for the personnel action.
3. A statement of the specific acts or omissions upon which the causes are based.
4. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.

F. **Employment Status Pending Appeal or Waiver** – Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

The Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action after a Skelly Hearing has been conducted. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension orders shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal.

G. **Right to Appeal** – Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal in writing to the office of the Superintendent or designee during normal work hours.

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

H. **Amended/Supplemental Charges** – At any time before an employee's appeal is finally submitted to the Board for decision, the complainant may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense.

I. **Hearing Procedures**

1. The hearing shall be held at the earliest convenient date. All parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The Board shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the Board.
2. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.
3. The Board may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

J. **Hearing Decision** – The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. A copy of the decision shall be delivered to the appellant personally or by registered mail. The decision of the Board shall be final.

Article 20 SAVINGS CLAUSE

A. If during the term of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

B. In the event of suspension or invalidation of any Article or Section thereof, the parties agree to meet and negotiate upon request within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section thereof.

Article 21 CONCERTED ACTIVITIES

A. It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, 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 agrees not to "lock out" employees during the term of this Agreement.

B. CSEA recognizes the duty and obligation of its representative 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, slow down or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take steps to cause those employees to cease such action.

Article 22 SUPPORT OF AGREEMENT

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

Article 23 EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

Article 24 COMPLETION OF MEET AND NEGOTIATE

During the term of this Agreement, the District agrees to meet as mutually agreed upon with the duly elected and accredited officers and representatives on all questions related to this Agreement including grievances, disputes, and controversies arising between the District and CSEA.

A. **Certification Renewal** – Upon successful completion of required study to renew the California Special Driver certificate, bus drivers will be compensated for the hours of attendance and any registration or related fees.

B. **Physical Examinations** – The District agrees to pay the full cost of physical examinations required for Certification Renewal.

C. **Weekend And Holiday Trips** – Bus drivers shall receive pay for a minimum of four (4) hours at the appropriate overtime rate for weekend and holiday trips.

D. **Seniority**

1. If more than one bus driver begins work on the same day and further determination is needed, it shall be based on lot.
2. A current seniority roster of bus drivers shall be posted on the Transportation Department Break Room bulletin board.
3. The Transportation Department shall generate "seniority rotation lists" for all qualified employees within the department. The lists shall be available for inspection by all employees and posted.

E. Selection Of Routes (Bidding)

1. The district shall e-mail notifications to all bus drivers two (2) weeks prior to each of the twice a year bidding processes. The first annual bid for all bus drivers will take place in an open bidding meeting the week prior to the opening day of the regular school year. The second annual bid for all bus drivers will take place in an open bidding meeting no later than October 15 to be effective November 1. These notifications shall include the following information:
   a) The date on which the routes shall be made available for inspection and their location.
   b) Date, place and time of the annual bid.
2. Bidding process shall be by seniority.
3. Routes must be made available for inspection for a minimum of five (5) consecutive working days, before the annual bid commences. The routes will contain the following:
   a) Hours (as close as possible)
   b) Specific size of equipment
   c) Basic route information (i.e. schools and location of stops)

4. Changes in runs or routes, after the bidding process has been completed, will not be made arbitrarily or capriciously. The Transportation Supervisor, or in emergency situations, the Transportation Technician, dispatcher or designee has the responsibility for making changes in runs.
5. The final results of each of the bidding processes shall be given to each driver and posted in the transportation break room.
6. The District shall provide adequate facilities for the annual bidding.
7. Bus drivers unable to attend the bidding, shall submit their choices in writing to the Transportation Supervisor, or designee.

F. **Equipment Assignments**

1. Bus drivers must be proficient to drive or operate any bus in the District fleet, and shall be provided the necessary training by the bus driver trainer or designee within 3 months of hire date (e.g. mountain driving, San Francisco city driving, etc.).
2. Drivers may, because of substantiated health reasons, receive a change in bus assignment, with the approval of the Transportation Supervisor or designee.
3. When more than one request is made for a spare bus at the same time, seniority shall prevail.

G. Open Routes

1. An open route occurs when a driver is terminated, promoted, resigns, or changes route. The open route shall be offered in order of seniority to all qualified and available drivers.
2. An open route will be assigned to the most senior driver within his/her workday who expresses an interest in changing routes. That driver's route will then become an open route.
3. Bus drivers will retain the right to request an open route that is available as often as they desire.
4. If a route is increased by thirty (30) minutes or more, and it is apparent that the change will continue for more than nineteen (19) consecutive days, the increased hours will be offered to drivers in order of seniority within hourly assignment. If the route is increased due to classroom overloads, such increase shall not be offered by seniority and shall continue as long as the route requires or until the end of school, whichever occurs first.

H. **Route Sheets**

It will be the responsibility of the dispatcher and drivers to keep route information current.

I. **Additional Work Assignments**

1. Refer to Article 11, Section I – Additional Work Assignments.
2. A trip, not requiring the driver to remain at the destination, may be scheduled and assigned from workweek rotational lists for the drop-off and pick-up of passengers.
3. All 12-month transportation employees shall not be placed on any workweek field trip rotation list. They are not to be assigned to any workweek trips, unless a trip assignment is due to the needs of the department.

J. Workweek Field Trips and all Driving or work that results in Extended Time or Overtime

Workweek trips shall be assigned using an efficient and systematic process.

Posting

1. Workweek trips and all work that results in Extended Time or Overtime are posted by 2:00 p.m. Wednesday of the current week for the following Monday through Sunday period.
2. In the event that Wednesday is not a work day, day trips shall be posted on the last work day preceding Wednesday.
3. Day trips for the week following a "break" of 5 days or more shall be posted on the last work day prior to the break.
4. Employees review posted trips to familiarize themselves with available trips that may be coming up.
5. All assigned trips and all work that results in Extended Time or Overtime shall be confirmed or declined within 24 hours of posting unless the 24 hours falls on a Holiday. If not confirmed, it will be an automatic refusal. If a trip is refused after acceptance, the driver will be excluded from the next five (5) opportunities for extended time or overtime. (An exception may be granted by the Transportation Supervisor as appropriate.)
6. Last minute trips shall be posted as they are confirmed.

Assignment

1. Workweek trips shall be assigned following an equalizing list in the following manner:
   a) Starting with the most senior driver on the seniority list with all drivers starting with zero (0) hours.
2. If an assignment falls fully within the drivers regularly assigned hours, the Transportation Technician, dispatcher, or designee can reassign the driver to any work depending upon the needs of the department.
3. All workweek trips that may involve extended time or overtime will be assigned from a workweek equalizing list that is updated weekly, with the goal of balancing hours by combining all driving or work that results in extended time and overtime equitably amongst all drivers (*Refer to Article 11, Sections G – Extended Hours, H – Overtime, and J – Overtime Distribution.).*
4. Employees may decline work offered outside their regular hours. However, work refusal will be counted toward the total extended/overtime hours offered.
5. The following will be considered as refusal hours for the purpose of equalizing: work that occurs on a day that the driver is sick, on vacation, or on personal business.
6. If a driver is absent any portion of the day on a Friday, all assigned weekend trips may be reassigned.
7. A driver on District or Union business can refuse one trip within the current rotation without it affecting the driver's refusal hours.
8. Any driver electing to opt out of workweek trips or work that results in extended time and overtime can do so in writing to the Supervisor or designee. Any driver electing to opt back in can do so in writing to the Supervisor or designee and will take effect the first (1) of the month.

K. Weekend and Holiday Trips

Weekend and holiday trips shall be assigned using an efficient and systematic process.

Posting

1. Weekend and holiday trips are posted on Wednesday of the current week for the following Monday through Sunday period.
2. In the event that Wednesday is not a workday, weekend and holiday trips shall be posted on the last workday proceeding Wednesday.
3. Weekend and holiday trips for the week following a "break" of five (5) days or more shall be posted on the last work day prior to the break.
4. Employees review the posted trips to familiarize themselves with available trips that may be coming up.
5. Other weekend and holiday trips are posted as they are confirmed.

Assignment

1. Employees review the posted trips to familiarize themselves with available trips that may be coming up.
2. A weekend trip matrix will be posted with the trips. The matrix will contain twice the number of names required to fill the available trips for that weekend. For example, if there are three (3) trips for the weekend there will be six (6) names posted.
3. Employees fill in their trip preferences on the posted weekend trip matrix as soon as possible. Drivers fill all choices, blanks or X's count as a refusal for that trip should their first choices not be available.
4. Drivers are "locked" into the weekend matrix as soon as a choice is filled in.
5. Drivers may change their choices by Thursday at 1:00 p.m.
6. All choices become final on Thursday at 1:00 p.m.
7. Employees may decline an offered trip but a trip refusal will cause the employee to go to the bottom of the rotational list. There are no exceptions to this rule. If a driver is sick on a weekend it still counts as a refusal. If a driver is sick on the last day school is in session before a holiday (Thanksgiving, Spring Break, etc.) trips shall be considered as a refusal for the entire length of the holiday period.
8. If a driver is absent due to illness any portion of the day on a Friday, all assigned weekend trips will be reassigned.

9. The following will be considered as refusal hours: Trips that come up on a day that a driver is sick, on vacation, or on personal business.

10. Weekend trip assignments are made no later than Friday morning. Assignments are made using the weekend trip matrix. Assignments are made in rotational order based on the first preferences for each driver. Should their first preference be taken by a more senior driver, their assignment will be made according to their next preference until they are either assigned a trip or refuse a trip based on their preferences.

Additional Current Weekend Trips Not Posted on the Wednesday Matrix

1. New trips will be designated on the weekend posting by red brackets.
2. New current weekend trips confirmed after 1:00 p.m. Thursday will be posted on the day confirmed. Drivers have until 7:30 a.m. the following business day to accept or decline.
3. Assignments will be made after 7:30 a.m. the following business day.
4. New current weekend trips that occur prior to the end of the workday on Thursday (4:00 p.m.) will be offered first to those drivers who have not filled in their choices on the matrix and then to the drivers next on the rotation list.
5. Drivers will have until 10:00 a.m. Friday to confirm or refuse the trip(s). If there is more than one additional trip, the assignment will be made by seniority and choice using a mini matrix format.
6. Drivers who know of personal unavailability for the current weekend shall submit a trip refusal form by Thursday at 1:00 p.m., in which case the next driver on the rotational list will be added to the mini matrix.
7. Assignments will be finalized by noon on Friday.

Last Minute Current Weekend Trips

Friday A.M. several names will be posted in seniority sequence for last minute Saturday and Sunday current weekend trips. Drivers will be responsible to indicate their availability on the provided form and to call or check with the office by 2:00 p.m. for last minute assignments. Not indicating availability on the form or calling by 2:00 p.m. will be considered a refusal. Assignments will be made after 2:00 p.m.

Cancellations

1. **Weekdays**

   a) 24-hour notice (Monday trip cancellations must be received by 3:00 p.m. on the preceding Friday)
      1) No charge to customer
      2) Driver gets next rotational turn

   b) Less than 24 hour notice
      1) Internal customers 2 hour minimum charge
      2) External customers 2 hour minimum charge
      3) Driver is paid 2 hours if not already in paid status

2. **Weekends**

   a) Minimum 24 hour notice
      1) No charge to customer
      2) Cancelled driver gets next rotational trip; there is no bumping.

   b) Less than 24 hour notice
      1) Customer charged four (4) hours minimum

   c) Changes within the last working day
      Driver paid two (2) hours of pay if trip is cancelled within the last working day before the trip and will be given the next rotational turn. If prior notification is not given by the 2:30 p.m., the employee shall be compensated four (4) hours of pay and will count as a turn. The driver will go to the bottom of the rotational list.

3. **Cancellations for Reasons out of District Control**

   a. Same Day Notification Internal Customers (SCUSD)
      1) No charge to customer
      2) No pay for driver
      3) Employee put at the top of the rotation with no bumping

   b. Same Day Notification External Customers
      1) No charge to customer
      2) No pay for driver
      3) Employee put at the top of the rotation with no bumping

   c. After bus has left yard/arrived at pickup site
      1) Two-hour minimum charged to customer
      2) Employee paid 2 hours

L. Trading

Trading of Trips

While trading of trips is allowed, all trades must receive prior approval of the Transportation supervisor or designee.

1. Trading of trips is only allowed when the trade does not impact the operation of the transportation department's regularly scheduled routes.
2. Drivers must request trades in writing and be responsible for making sure that the trade does not impact the daily schedule.
3. Trades will have no effect on a driver's turn on the rotational list.
4. There is no trading of weekend trips.

M. Errors And Omissions

1. Should an error or omission occur in how the assignment was made, the affected driver will be offered the next like assignment, i.e. weekend trip for weekend trip, night trip for night trip. The affected driver will have the right to refuse one trip without it affecting his/her rotational turn.
2. This does not preclude the use of the grievance procedure where appropriate.

N. Last Minute Trips

Last minute trips for which the field trip form or driver refusal is received at 3:00 p.m. or later will be offered to drivers in rotational order. Hours earned or refused will be counted toward the rotational order.

Article 26 RECLASSIFICATION

A. A reclassification is a change in a position where duties and tasks have changed significantly, consistently, and such duties are not described in the current job description. The basis for reclassification of the position must be a gradual accretion of duties as well as the frequency and time period in which duties outside the job occurred. Job descriptions are not intended to be an exhaustive list of all duties, knowledge, or abilities associated with the classification, but are intended to accurately reflect the principal job elements. Incumbents may perform any combination of the essential functions of the job. Duties may vary from site to site.

B. A reclassification may result in an upward, neutral, or downward change in salary range; however, it is not designed to provide additional compensation, nor to reward the high quality worker; it is not merit pay; it is not to be confused with additional work.

1. Upon the Board's final approval of the reclassification, the employee shall receive the change in salary grade retroactive to the submission deadline for the employee's application as provided in Section D above of either November 1 or March 1.

i. Should the reclassification result in an increase in salary range placement, the employee shall be placed on the new range at the same step, provided the resulting increase is not more than 7.5 (seven and a half) percent. If placement on the new range results in an increase of more than 7.5 percent, the unit member will be placed on the step within the new range that will result in an increase closest to 7.5 percent.

ii. Should the reclassification result in a decrease in salary range placement, the employee shall be placed on the step of the range that will have the least impact on the employee's reduction in salary.

C. Reclassification requests shall be submitted by the employee to the Human Resources Department and must include a written request from the employee and input regarding job responsibilities from the employee's immediate supervisor. Detailed guidelines and applications for reclassification requests for classified employees are available in the Human Resources Department and on the District's website; www.santaclarausd.org.

D. Application requests for reclassification must be complete and turned into the Human Resources Department by **November 1** for fall consideration and **March 1** for spring consideration.

E. The Director of Human Resources will review and comment on all reclassification requests and submit these requests to the Reclassification Committee.

F. All reclassification requests shall be reviewed by a Reclassification Committee composed of four (4) union appointees and four (4) District appointees during the months of November and March. All supervisory input information shall be kept confidential. If at least 75% of the

participating committee members are in agreement with the recommendation, the committee will recommend approval to the Assistant Superintendent of Human Resources. This recommendation may include a salary range.

G. The Assistant Superintendent of Human Resources makes a recommendation on the disposition of the reclassification request to the Superintendent and Board on salary adjustments, as appropriate. The recommendation to the Board, if appropriate, shall be submitted no later than one hundred twenty (120) calendar days from November 1 or March 1, unless mutually extended by the parties.

Article 27 TRAINING

A. The Santa Clara Unified School District and CSEA agree to the maintenance of a high standard of performance, the opportunity to increase skills, and to provide all legally mandated trainings to all classified employees.

B. When such training is applicable to an appropriate group(s) of unit members the District will normally conduct the training during the member's regular work period. When such training is provided, it is agreed that those selected unit members will attend. Unit members will be compensated at their regular rate of pay. When it is necessary for the training to occur outside of an employee's regular work day, unit members will be compensated at the applicable rate of pay.

C. The District and CSEA will jointly plan and present a minimum of two orientation meetings per year to welcome New Employees and inform them of their rights and responsibilities. Attendance is required and the District shall provide paid release time for employees to attend at a time that is both fiscally sound and least disruptive to student instruction and District operations.

D. The District/designee shall conduct an annual disaster preparedness training for all bargaining unit members.

E. Classified Employees serving students with special health or behavioral needs will be provided with the necessary training to protect employee and student safety.

F. Eleven (11) and twelve (12) month classified employees shall be offered up to 4 days of training relevant to their position and/or annual mandated trainings including orientation on new laws pertinent to all employees.

G. The District shall set aside time during the workday for employees to complete the mandatory Keenan training within ten (10) weeks of their first annual workday or after the date of hire. If the employee has not completed the Keenan training due to the District not setting aside time for the employee, he/she shall be authorized to complete the training as extra hours and/or overtime.

Article 28 DISTRIBUTION OF JOB INFORMATION

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.

SANTA CLARA UNIFIED SCHOOL DISTRICT
TERM OF AGREEMENT

The terms of this Agreement shall be effective July 1, 2023, through June 30, 2026; and thereafter shall continue in effect year by year. There will be re-openers for 2024-2025 (salary and benefits plus four (4) additional articles) and 2025-2026 (salary and benefits plus two (2) additional articles). Any contract article may be opened upon mutual agreement.

Stephanie Alepin President, CSEA Chapter #350	Bonnie Lieberman President, Board of Education Santa Clara Unified School

GLOSSARY

The following terms are solely for clarification of this agreement. This glossary is not legally binding or grievable.

Bargaining Unit Agreement
The approved labor agreement between California School Employees Association (CSEA) and the Santa Clara Unified School District Board of Education.

Bargaining Unit Member(s)
An individual employee represented by a union in collective bargaining.

CAL-OSHA
California Occupational Safety and Health Administration

California Education Code
State government code regulating educational law in California.

CalPERS
California Public Employee Retirement System

Chapter
A group of classified school district employees represented by CSEA and recognized by the Board of Education. Santa Clara Unified employees are members of CSEA Chapter 350.

Classified Employee
An employee that works in one of the following units: Clerical, Paraeducators or Operations. Positions are organized into categories of work (classifications) based on the similarity of duties, authority, and responsibility.

CLUB
Catastrophic Leave Use Bank

COLA
Cost of Living Adjustment

Collective Bargaining
The process by which wages, hours, rules, and working conditions are negotiated and agreed upon by the District and CSEA for the employees whom it collectively represents.

CSEA
California School Employees Association

CSEA Member
A classified employee who has officially joined the California School Employees Association (CSEA) by filling out and submitting a CSEA Membership and Salary Deduction Authorization form. A member is required to pay union dues to CSEA and Chapter dues to Chapter 350 (automatically deducted from his/her paycheck), has the right to vote on contract ratification(s), and be represented by CSEA for all matters relating to wages, hours and other terms and conditions of employment.

DFEH
Department of Fair Employment and Housing (Sexual Harassment)

District
Santa Clara Unified School District

EEOC
Equal Employment Opportunity Commission

EERC
Employer Employee Relations Committee

Employee, The
See Classified Employee

FED-OSHA
The Federal Occupational Safety and Health Administration

FEPC
Fair Employment Practices Commission

FULL DUES PAYERS
See CSEA Member

HEW
Department of Health Education and Welfare

HR
Human Resources Department

MOU
Memo of Understanding

Organization
California School Employees Association (CSEA)

OSHA
Occupational Safety and Health Administration

Parties, The
The District and CSEA

PERB
Public Employee Relations Board

PERS
See CalPERS

Promotional Position
A promotional position is one that would result in a change in the bargaining unit member's job classification to a different classification with a higher salary range.

Rodda Act
The statute that governs collective bargaining.

Route
A route is comprised of a series of runs. The route determines each driver's daily assignment.

Run
A run is the transportation of students from home to school, school to home, or school to school, on a regularly scheduled basis. A run begins with the pick-up of students and ends with the delivery of these students at a designated destination.

Side Letter of Agreement
A **side letter** or **side agreement** is a collective bargaining agreement that is not part of the underlying or primary collective bargaining agreement (CBA), and which the parties to the contract utilize to reach agreement on issues the CBA does not cover, to clarify issues in the CBA, or to modify the CBA (permanently or temporarily). One may distinguish side letters from "side settlements" or "settlement agreements," which settle a dispute arising from the underlying CBA. In rare cases, bargaining parties may use a side letter to adjust the focus of the contract if the parties are not yet ready or willing to adapt the contract formally.

Skelly Hearing
"Skelly" is a hearing which must be provided to an employee prior to the imposition of discipline. Generally, Skelly's must be provided in the case of termination, demotion, suspension, reduction in pay and transfer with an accompanying loss in pay. An employee's Skelly rights entitle the employee to due process consisting of: (1) notice of the intended disciplinary action; (2) a

copy of all materials upon which the action is based (including material which was available for review by the individual responsible for imposing discipline, regardless of whether such information was, in fact, reviewed); and, (3) an opportunity to respond orally or in writing to an impartial reviewer prior to the effective date of the disciplinary action. Pursuant to State Personnel Board Rule 52.3 an employee must be served with a Notice of Adverse Action at least five (5) days prior to the effective date. The "Skelly" Officer must have the authority to modify (or at a minimum recommend modification) of the adverse action.

Unit Employee
A classified employee who belongs to a specific unit, i.e. Clerical, Paraeducators or Operations. A group of jobs having the same nature of work but requiring different classifications of skill, responsibility, or working conditions.

UTSC
United Teachers of Santa Clara

Side Letter of Agreement
Between
Santa Clara Unified School District
And
California School Employees Association, Chapter 350

The parties agree to plan and implement a Collaboration/Innovation Fund of $300,000 a year for three years, provided by the District using one-time funds.

- The purpose of this Collaboration/Innovation is to improve student outcomes by effectively engaging site-level employees and employees working with the site who can accomplish this objective.
- The Collaboration/Innovation fund will provide site-level allocations to address specific needs at each site, as determined by site-based collaboration teams.
- A CSEA-District subcommittee will be established to design and develop an implementation plan.
    - The subcommittee will consist of the membership of the existing EERC with up to two additional bargaining unit members selected by CSEA and two additional managers selected by the District.
    - The subcommittee will meet in December 2017 to begin developing the plan. Planning will occur during the 2017-2018 school year.
- The three-year pilot will take place during the 2018-2019, 2019-2020, 2020-2021 school years.
- The parties acknowledge that there is no assurance for continued funding beyond the three-year pilot.

MEMORANDUM OF UNDERSTANDING
Between
Santa Clara Unified School District
And
California School Employees Association Chapter 350

The Santa Clara Unified School District ("District") and CSEA Chapter 350 ("CSEA") agree as follows:

1. Safety and security are shared interests of the District and CSEA and the District relies on the dedicated service of CSEA members to maintain and secure District properties. The District in collaboration with its employee organizations, including CSEA, developed emergency response on-call procedures for burglar and fire alarm calls after hours. The District and CSEA agree to the implementation of the District's emergency response and on-call procedures consistent with this Memorandum of Understanding.

2. The Lead Maintenance Tradesperson classification and the Lead Grounds Maintenance Worker classification are required as part of their respective job descriptions to be on-call and to respond to emergency situations.

3. Maintenance and Grounds Leads will perform Emergency Response on-call duties during the following "after-hours" times:

- Weekends from Friday 10:30 pm until the following Monday morning at 7:00am;
- Holidays all day;
- Weekdays after 10:30 pm until 7:00 am the next morning.

There will be a rotating schedule every two (2) weeks for the Leads. The two week schedules will start on a Monday and end on a Monday morning.

4. In the event that a Lead is unable to work a shift or period of time, the Lead is responsible to make arrangements with another Lead to fill his/her assigned time period and to notify the other Leads and Managers of the changes in schedules.

5. The initial rotation list will be created using seniority as the determining factor in the rotation period. The on-call roster will be completed periodically and will rotate every other month.

6. Leads will be expected to be “on-call” every other month for two (2) week periods; seven (7) times per year. Expected “on-call” yearly hours will be approximately two and one-half (2-1/2) months per year of “overtime call-out opportunity” for emergency responses while on their assigned shifts.

7. The District agrees to meet with CSEA in March 2019 upon request to discuss whether additional classifications can be trained and added to the on-call list for responding to emergencies after hours.

Side Letter of Agreement
Between
Santa Clara Unified School District
And
California School Employees Association, Chapter 350

Hiring for Summer Programs

The Santa Clara Unified School District and the California School Employees Association, Chapter 350 agree as follows:

1. Summer School programs provide critical learning opportunities for students. The Parties agree that the process for staffing such programs must take into consideration student needs. These programs, as well as the need for additional work during the summer, also provide work opportunities for classified employees and a fair staffing process is in the mutual interests of the Parties. The Parties agree that in staffing Summer School program positions:
    a. If the number of qualified classified employees who are interested in Summer School program positions is greater than the number of employees that are required, to the extent practicable, the District will utilize a rotation system so that those with lower seniority have a fair opportunity to obtain summer work. The rotation will take into consideration previous years of summer work.
    b. The parties agree to the following:
        i. For Summer Session clerical positions in High School, Middle School, and Elementary School, candidates shall be selected from the classification they currently hold, if possible.
        ii. First preference will be given to 1:1 Student Attendants to work with the student they are regularly assigned.
        iii. For purposes of educational continuity, the Special Education Paraeducator assigned to the classroom will be given first preference for such positions.
        iv. Summer School Registrars will be selected from unit members who are regularly assigned no more than 5.5 hours a day. They will be limited to work as Summer School Registrar to no more than two (2) hours per day.

v. Summer School Secretary positions will be selected from unit members whose work year calendar ends no later than ten business days after the last day of student attendance. For unit members whose regular positions overlap the end of the school year and summer school will be authorized a maximum of up to two (2) hours of overtime per overlap day, with prior approval from the appropriate summer school administrator, during the overlap period.

2. Prior to May 1st of each school year, classified employees who regularly work ten (10) or eleven (11) month assignments may submit a request to Human Resources to be assigned additional work for which they are qualified during the summer. Assignments for additional work during the summer will be made based on availability and qualifications. Regular classified employees requesting such work will be assigned for additional work during the summer before substitutes or non-District employees.
3. The District agrees to publicize Classified positions in in Summer School programs by:
    a. Sending an email to all classified bargaining unit members concerning the availability and the application timelines for Classified positions in Summer School programs;
4. Offers for ESY and Summer program positions can be conditioned on the applicant being required to work either the entire summer session or, for the high schools, one or both of the four-week sessions, as determined by the District consistent with the needs of the students, department, and program.
5. The Parties acknowledge that summer program enrollment, particularly for Special Education students, is variable and fluid. Enrollment, and therefore personnel needs, may not be known until soon before the beginning of the session. The District agrees to provide applicants for summer work with as much advanced notice of hiring decisions as possible given the inevitable changes in student enrollment. Summer school assignments will be provided by at least ten business days prior to start of the summer school start date. Employees who have applied for summer employment but who may not receive a summer school assignment will also be notified by at least ten business days prior to start of the summer school start date.
6. Work during the summer shall not be considered as permanently extending the classified employee's regular assignment. The terms and conditions of employment in the collective bargaining agreement all apply to work during the summer. Classified employees working twenty (20) days of paid work days during the summer shall receive additional

sick leave hours on a pro rata basis. Classified employees working less than twenty (20) days of work during the summer shall not receive any additional sick leave for such work. Effective June 1, 2024, unit members will receive vacation pay on a pro rata basis for Summer School hours worked in accordance with Article 12, Section H (Rate of Accrual). If the classified employee's regular school year position is different than the summer position, the summer school employee will be paid according to the range for the classification in which the summer work is performed.

7. For Summer work, Paraeducators will work a total of four and a half (4.5) hours with a fifteen (15) minute break. Paraeducators will not be required to take a thirty (30) minute duty-free lunch as otherwise provided in Article 11(R). The Parties recognize that some employees may require a thirty (30) minute duty-free lunch for health or other reasons. A thirty (30) minute duty free lunch will be provided to employees who request a thirty (30) minute duty free lunch break for health or comfort reasons. Employees requiring a thirty (30) minute, duty-free lunch break will be compensated for 4.0 hours per day.
8. Summer School Stipends and Reimbursements
   - BILINGUAL STIPEND FOR ORAL ONLY: 2% on top of rate (if not already incorporated in the job description)
   - TOILETING / HEALTH NEEDS: 2.5% on top of rate (if not already incorporated in the job description)
   - MILEAGE REIMBURSEMENT: for travel between sites

APPENDIX – STIPENDS

Effective 7-1-24

Stipend	Rate
Professional Growth:	
9 semester units completed toward earning an A.A. Degree, B.A./B.S. Degree, Certificate in a professional or trade school program, or a course or training directly related to skills required for advancement in the employee's classification *(job related)*	**$140.75*** *(prorated to percentage of time worked throughout school year)*
9 semester units completed in general areas of interest to the employee *(non-job related)*	**$56.30*** *(prorated to percentage of time worked throughout school year)*
Mileage:	
Employees who travel daily by personal vehicle to a second work site *(stipend in lieu of mileage)*	**$105.56***
Employees serving in a regular split site assignment (classified employees regularly assigned to work at more than one (1) work site in any school day), shall receive a stipend in lieu of mileage (*If employee's travel distance exceeds the District's monthly premium allowance, the employee may submit a mileage voucher for the additional cost)*	**$105.56***
Any employee in the bargaining unit required to use his/her vehicle on District business	**Current IRS rate per mile for all miles driven**
Overnight Field Trip:	
For bargaining unit members who are required to attend an overnight field trip	**$140.75*** (*plus regular hourly rate for all hours employee actually performs duties, overtime if applicable)*
Uniform Care:	
For bargaining unit members who are required to launder their uniforms	**$36.22* per month**
Slip-Resistant Shoes Reimbursement	**$76.78* per year**
For bargaining unit members in the Nutrition Services Department who are responsible for food preparation and service at school sites.	
Boots Voucher Stipend:	**$283.49* per year**
For bargaining unit members in designated classifications required to wear Cal/OSHA compliant steel-toed boots	

These stipend amounts shall be increased by the same percentage as salary schedule increases.

FORMS

SANTA CLARA UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL

Grievance Form

Reference Article 18 Grievance Procedure of CSEA agreement with SCUSD.

Date Incident Occurred:_____

Date of Informal meeting _____ within 10 days of occurrence, with _____.
Evaluating Administrator/Manager

TO: _____, _____, _____
Name of Respondent Title Work Location

FROM: _____, _____, _____
Name of Grievant Title Work Location

GRIEVANCE LEVEL: (Please check one)

❑ LEVEL 1 TIMELINE:
a) Within 10 days of informal meeting _____, present grievance in writing to admin/manager.
date
b) Within 5 days of admin/manager's receipt of grievance, grievant should receive written response from admin/manager.

❑ LEVEL 2 TIMELINE:
a) Within 10 days, if employee disagrees with admin/manager's Level I response, appeal in writing to HR Department.
b) Within 10 days, HR to meet with employee.
c) Within 5 days of meeting, HR to provide written decision to employee and admin/manager.

ARTICLE VIOLATED: _____ SECTION VIOLATED: _____

Statement of problem identified by grievant: _____

_____

_____

Remedy sought by grievant: _____

_____

_____

Signature of Grievant: _____ Date: _____

Level 1: Original: Administrator/Manager Copy: HR Copy: Employee
Level 2: Original: HR Copy: Administrator/Manager Copy: Employee
5/23/08

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SCUSD COMP TIME FORM

NAME:_____

DATE	PURPOSE	AUTHORIZED PRE-APPROVAL ADMIN/MANAGER SIGNATURE	HOURS WORKED	HRS. EARNED	EMPLOYEE'S INITIALS WHEN EARNED	HRS. USED/ FROM DATE EARNED	DATE USED/ EMP/ADM INITIALS	BALANCE

4893-7894-3240.2

CSEA/Chapter 350

Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051

Catastrophic Leave USE Bank
Application Form

Name: _____ Date: _____

Work Site: _____

Number of hours worked per day _____

Preferred method of contact: _____
(Phone # or e-mail address)

Number of days requested: _____ (maximum of 25)

Attached, please find the Physician Verification Form certifying that my leave meets the criteria for eligibility for Catastrophic Leave and is unplanned and not as a result of an industrial accident or injury.

Confidentiality: The information you provide will only be shared with the members of the catastrophic leave committee.

- ❑ I give permission to share medical information with the SCUSD and the Catastrophic Leave Committee.
- ❑ I understand it is my responsibility to provide this information to the District myself.

Release of liability: I agree to abide by the decisions of the Catastrophic Leave USE Bank committee with respect to the awarding or denial of benefits under my application. I waive the right to appeal this decision to any court, administrative agency or arbitrator. I agree to hold harmless and release from any liability the members of the Committee, CSEA, Santa Clara Unified School District and their employees for any acts or omissions relating to the administration of the Catastrophic Leave USE Bank.

_____ _____
Signature of Employee or Employee's Designee Date

** NOTE: The doctor verification form must be included with your application.
Return both to the CSEA office (see letterhead at top of page for mailing address).

CSEA/Chapter 350

Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051

Catastrophic Leave USE Bank Contribution Form

Check applicable boxes below:

- ❑ In accordance with Article 17 of the negotiated agreement between the Santa Clara Unified School District and CSEA, Chapter 350, I choose to voluntarily participate in the Catastrophic Leave USE Bank (CLUB).

AND

- ❑ I authorize the Santa Clara Unified School District to deduct 7.5 hours from my accrued sick leave and transfer this time to the CLUB. I acknowledge that my transfer hours are irrevocable, binding, and waive any claim for the use of these hours. I further acknowledge that if the number of hours in the Catastrophic Leave USE Bank falls to or below 300 hours, I will be asked to donate additional hours to maintain eligibility for bank withdrawals.

_____
Print Name Work Location

_____
Signature Date

_____ I do not elect to participate in the program at this time.

_____ **I'm already enrolled in the program.**

_____
Print Name Work Location

_____
Signature Date

Please return this completed form to the designated staff member at your school/department. Forms will not be accepted after November 15th.

4893-7894-3240.2

CSEA/Chapter 350

Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051
(408) 423-2018

Catastrophic Leave USE Bank
Physician Verification Form

Name of Employee: _____

I certify that the above named employee has incurred a non-industrial catastrophic illness or injury which precludes returning to work for the time period listed below.

From _____ to _____

_____ _____
Physician's Signature Date

_____ _____
Name of Doctor (please print) Phone or e-mail

Employee: Please return this form, signed by a medical doctor (M.D.), along with the application form, to the Department of Classified Human Resources. Contact information is at the top of this page.

10/07

SANTA CLARA UNIFIED SCHOOL DISTRICT
CLASSIFIED HUMAN RESOURCES
REQUEST FOR LEAVE

TO: HUMAN RESOURCES – CLASSIFIED **DATE:** _____

FROM: _____ _____ _____
(Print Name) (School or Department) (Position)

Please complete one side only (not both):

ABSENCE FROM DUTY (Short Absences – No Board Action Required)	**LEAVE OF ABSENCE** (Extended Absences – Requires Board Action)
Date(s)	**From** **_Through**
No. of Days or Hours *(Write number of hours only if it's a partial day you're missing or your work week is less than 5 days per week, otherwise write number of days.)*	Maternity - Attach doctor's verification Specify Due Date (Available sick leave & vacation can be used)
Bereavement-(Relationship)	Disability - Attach doctor's verification (Available sick leave & vacation can be used)
Personal Option (Sick Leave Deduction) (No reason required)	Bonding/Parental Leave
Personal Necessity (Sick Leave Deduction) (Specific reason required)	Military (Attach Copy of Orders)
Personal Leave (Without Pay) (Specific reason required)	Personal Leave (Without Pay) (Specific reason required)
To Conduct School Business (Attach Documentation)	Other – Please Specify
Jury Duty (Attach verification from court)	FMLA (Family Medical Leave Act / Attach Verification)
Court appearance as Non-Litigant – Under Subpoena	SDI/Employee
	SDI/Family
	All employees are required to contact the Human Resource Office prior to the effective date of the leave in order to determine final salary and insurance arrangements.

EXPLAIN:

_____

_____

❑ Recommended * ❑ Not Recommended

_____
(Principal or Immediate Supervisor)

Employee's Signature _____
Home Address _____
City _____Zip _____
Employee ID # _____

DISTRICT ACTION

❑ **Recommended/Approved *** ❑ **Not Recommended/Not Approved**

_____
Human Resources Director - Classified Personnel

* Change could occur if you don't have enough accrued leave time.

80856 (6/19)

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The following information is offered as a quick reference guide for classified employees. A complete explanation of Santa Clara Unified School District Leave Policies exists in the CSEA Classified Contract.

Type of Leave	Limit	Salary/Sick Leave Loss	Pertinent Information
Bereavement	Up to five (5) days	No Salary or Sick Leave Loss	Leave granted for the **immediate family**: spouse, domestic partner, child, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. It also includes any person who is a member of the employee's immediate household and resides with the employee.
Conduct School Business		No Salary or Sick Leave Loss	Approval must be secured in advance.
Conference/ In-service		No Salary or Sick Leave Loss	Approval must be secured in advance.
Personal Leave	One (1) Year	Salary Loss – Per Diem Deduction	Permanent unit members may be granted leaves of absence without pay for maternity/paternity, military, personal health, family care, and reasons acceptable to the District. Requests for a leave must be submitted to Human Resources one month in advance, if possible. A leave of absence gives the employee the right to return to a position in the District, if one is available, at the expiration of the leave. If no position is available, the employee will be placed on a 39-month rehire list. Leaves shall be without pay except where noted otherwise, and will be granted for no more than one (1) year.
Jury Duty or Court Appearances as Non-Litigant (under subpoena)		No Salary or Sick Leave Loss	Every unit member shall be entitled to take leave from his/her regular duties without loss of wages, vacation time, sick leave, or other employment benefits for up to three (3) weeks per year for the purpose of responding to jury duty to which he/she has been summoned, or as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of employee. All jury or subpoena fees, exclusive of mileage, received by the employee for such services shall be deposited to the credit of the district.
Religious Holidays Absence	Four (4) Personal Option days Two (2) days Personal Leave (without pay)	Sick Leave Loss when using Personal Option. Salary Loss - Per Diem when using Personal Leave	When any unit member wishes to be absent from work during all or part of a normal workday for religious observance on religious holidays, the unit member my use Personal Option days as provided in Article 14(O). If the unit member's Personal Option Days are exhausted, the unit member shall be granted up to two (2) days of unpaid leave per year for religious holiday observance. When requesting the use of the two (2) days of unpaid leave for religious holiday observance as provided in Section D(1) above, the unit member shall notify the unit member's supervisor in writing at least two weeks prior to the days(s) of absence. The notification shall specify that the absence is for "religious holiday observance," and designate the specific holiday.
Personal Necessity/ Personal Option Leave	Seven (7) days for Personal Necessity (reason required). Four (4) of the seven (7) days may be used as Personal Option (no reason required)	Sick Leave Loss	Days of leave of absence for illness or injury allowed for sick leave may be used by the employee upon prior approval whenever possible in cases of personal necessity/option. Personal necessity/option leave shall be limited to circumstance that are serious in nature and that the employee cannot reasonably be expected to disregard, but that necessitate immediate attention and cannot be taken care of after work hours or on weekends. However, a new employee of the District shall not be eligible for paid Personal Necessity/Option Leave until the successful completion of the unit member's six-month probation period. Each bargaining unit employee shall be allowed up to 7 days absence each school year for personal necessity, and shall be deducted from sick leave. 4 of the 7 days may be used as personal option days, **for which no reason is required** and may be designated as such on the request form. The unit member shall submit a completed personal necessity/option leave request form to the immediate supervisor at least 3 working days prior to the leave whenever possible. The principal or immediate supervisor will make a recommendation on the leave form before forwarding it to the Human Resources office. The unit member shall not be required to secure advance permission for personal necessity/option leave for any of the following reasons: Death or serious illness of a member of the unit member's immediate family. Personal Necessity Leave can be used for the diagnosis, care, or treatment of an existing health condition as well as relief, to help ensure the health, safety, or welfare of the victim or the victim's child. To see medical attention for injuries caused by domestic violence, sexual assault, or stalking. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. For the purposes of this section, the terms "domestic violence," "sexual assault," and "stalking" are as defined in California Labor Code section 230 and 230.1.
Family Illness	Up to 1/2 of annual sick leave or six (6) days max per year	Sick Leave Loss	May be used to attend to an illness of child, parent, spouse, or domestic partner of the employee. This will be recorded on the weekly attendance sheet as an "FI". **DO NOT USE THIS FORM to claim Family Illness.**
SDI Employee	Does not cover first 7 days of any disability	Sick Leave loss integrated with SDI	Employees absent for extended period of time must provide Human Resources with written verification from a qualified health care provider. * *Employee must file directly with SDI
SDI Paid Family Medical Leave	Does not cover first 7 days	Up to 6 days of FI or PN and/or vacation. 12 month employees must use 2 weeks of accrued vacation prior to beginning PFL	Written verification from family member's qualified health care provider. Partial income for up to 6 weeks.* *Employee must file directly with SDI, as well as submitting leave request to Human Resources

PROFESSIONAL GROWTH PROGRAM

Classified Employee Declaration of Intent

_____ _____

First Name Last Name Employee ID #

_____ _____SCUSD

School/Location Job Title

Attach verification of enrollment and the course catalog description. Courses taken towards a degree will require additional verification from the admissions office and an attachment of the planning/road map document showing which courses you can take toward the degree. I herewith request pre-approval of the following course:

_____ _____

College/School/Other Course Title

Objective in taking this course: _____

Date(s) to be taken: _____ to _____ Type of Units: _____

_____ _____

Applicant Signuatre Date

Course is _____ for_____

Reason:

_____ _____

Director, Classified Human Resources Date

Evidence of Course Completion: Units-Reporting-Verification of completion of units must be reported to the Office of Human Resources no later than ninety (90) calendar days after the course(s) is completed. Verification consists of an official report card, transcript, or completion certificate.

Grade: _____ Units: _____ Date Verified: _____

Effective Date: _____ Units needed for the next increment: _____

(Increments effective August 1 and February 1)

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