DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

CONTRACT AGREEMENT

BETWEEN

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, NORTH MONTEREY COUNTY CHAPTER SIX

AND

THE NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

JULY 1, 2021 TO JUNE 30, 2026

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

TABLE OF CONTENTS

ARTICLE		PAGE
1	AGREEMENT	2
2	RECOGNITION	3
3	DEFINITIONS	4
4	DISTRICT RIGHTS	6
5	ASSOCIATION RIGHTS	7
6	GRIEVANCE PROCEDURE	10
7	PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS	13
8	HOURS OF EMPLOYMENT	14
9	LEAVES	18
10	TRANSFERS, VACANCIES AND PROMOTIONS	32
11	EVALUATION PROGRAM	35
12	SAFETY	37
13	CONCERTED ACTIVITIES	40
14	PAY	41
15	PROFESSIONAL GROWTH PROGRAM	43
16	VACATION PLAN	47
17	HOLIDAYS	50
18	LAYOFF AND REEMPLOYMENT	51
19	HEALTH AND WELFARE BENEFITS	55
20	THREATS AND ASSAULTS	57
21	KIDZONE AND STATE PRESCHOOL PROGRAMS	58
22	TRANSPORTATION HANDBOOK	59
23	RECLASSIFICATION AND REALLOCATION	68
24	TERM OF AGREEMENT	69
Appendices		70

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 1 – AGREEMENT

1.1 This Agreement, hereinafter referred to as the "Agreement," by and between the NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND its NORTH MONTEREY COUNTY CHAPTER NO. 6, hereinafter referred to as "CSEA/Association." (see Article 23).

1.2 The District and the CSEA/Association agree to jointly publish the agreement within 30 days after approval of the agreement by the Board of Education. Copies will be provided (one each) to officers of the Local Chapter 6, to the designated CSEA Field Representative, and to the unit members.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 2 – RECOGNITION

2.1 The District recognizes the CSEA/Association as the exclusive bargaining representative for all employees in the bargaining unit.

2.2 The Agreement applies only to employees in the above described representative unit as listed on Appendix A. The District will inform CSEA/Association prior to excluding a newly created position from the bargaining unit. Disputed cases shall be submitted to PERB for resolution and shall not be processed as grievances.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 3 – DEFINITIONS

3.1 ALLOCATION – is the placement of a classification on a specific salary schedule range or rate.

3.2 ANNIVERSARY DATE – is the date upon which an employee is granted salary step advancement earned by completion of a required period of service, which shall not exceed one calendar year from the initial date of employment.

3.3 CATASTROPHE – shall mean an incident, event, or occurrence which is beyond the control of the district and which will extremely impede the operations of, or cause the ruination of the district.

3.4 CLASS – is any group of classifications sufficiently similar in duties, responsibilities, and minimum qualifications.

3.5 CLASSIFICATION – Classification consists of a job title, a regular minimum number of assigned hours per day, days per week, months per year, salary range and benefits, minimum qualifications, and a statement of the specific duties and responsibilities required of each such classification.

3.5.1 POSITION – A work site location.

3.6 DIFFERENTIAL – is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or hazardous work. "Additional skills and responsibilities" are defined as work performed out-of-class in a higher classification.

3.7 FISCAL YEAR – is July 1 through June 30.

3.8 INDUSTRIAL ACCIDENT OR ILLNESS – is an injury or illness arising out of or in the course of employment with the District.

3.9 MINIMUM QUALIFICATIONS – shall be those qualifications mandated by the District for each classification as defined by the job description. Those qualifications shall be determined by the District and may be modified at any time by the District. However, upon the change of established minimum qualifications, notice shall be given to CSEA/Association.

3.10 PERMANENT – is a regular employee who successfully completes an initial probationary period.

3.11 PROBATIONARY EMPLOYEE – is a regular employee who will become permanent upon completion of a six (6) month probationary period.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

3.12 PROMOTION – is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum hourly rate.

3.13 REGULAR EMPLOYEE – is any employee, whether permanent, probationary, full-time, or part-time, who is not a substitute, short-term, or student employee.

3.14 SALARY RATE – is a specific amount of money paid for a specific period of service.

3.15 SALARY SCHEDULE – is a series of salary steps and ranges which comprise the rates of pay for all classifications.

3.16 SALARY STEP – is one of the salary levels within the range of rates for a classification.

3.17 SCHOOL YEAR – is the period when students are normally required to be in attendance and includes all recess period falling within that time span.

3.18 SUMMER SCHOOL – is that period when school is in session outside the academic year.

3.19 WORKING HOURS – is that time during which an employee is providing his/her services in authorized paid status.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 4 – DISTRICT RIGHTS

4.1 DISTRICT RIGHTS

All District rights and functions, including its power and authority to direct, manage and control the operations of the District, shall remain vested with the District, except as specifically and expressly abridged by this Agreement.

4.2 EMERGENCY ACTION

In the event of an emergency, the governing board shall have the right to rescind portions of this Agreement, directly affected by the emergency situation. An emergency shall be defined to mean; medical epidemic, acts of God, a natural disaster or other catastrophe.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 5 – ASSOCIATION RIGHTS

5.1 RELEASE TIME-BARGAINING UNIT OFFICERS

Release time shall be given, with prior notice to the immediate supervisor, to the CSEA/Association president or the designated representative, without loss of pay. Such release time shall be in accordance with EERA 3543.1 (c) and without cost to the CSEA/Association.

Additional release time may be provided, for the purpose of conducting union business, to the CSEA/Association president or the designated representative, for a total not to exceed fifteen (15) working days per year in the aggregate, i.e., one (1) day per employee released. Brief conferences between management and the local CSEA/Association president or designee will not be charged against the above pool. Such release time, with prior approval of the immediate supervisor, shall be without loss of pay provided the CSEA/Association pays for the substitute hired.

The District shall provide CSEA/Association, upon request, with a list of all bargaining unit employees, including their addresses, phone numbers, and their association status.

5.2 USE OF DISTRICT FACILITIES

CSEA/Association and its member shall have the right to use school facilities, bulletin boards, mailboxes and other means of District communications. Facilities may be used only at times when it is not used for school business purposes.

Two (2) copies of local CSEA/Association notices placed on District bulletin boards and in District mailboxes shall be sent to the Superintendent or designee prior to distribution and posting whenever possible. If it is not possible to give a copy to the Superintendent or his/her designee in advance of distribution, the Superintendent or his/her designee shall be informed orally prior to distribution and a copy shall be sent to him/her on the day of distribution.

Authorized representatives of CSEA/Association shall be permitted to transact official association business on District property at all reasonable times.

5.3 NEW EMPLOYEE ORIENTATION

5.3.1 Notice

The District shall provide CSEA with 10 days' notice in advance of any new employee orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

5.3.2 New Employee Orientation

a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

b) For new employee orientations, CSEA will have 30 minutes to communicate with new bargaining unit members. Release time to perform this function shall be deducted from the CSEA's annual allotment. If the orientation falls within the contracted work schedule, paid release time shall be provided for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation. CSEA will provide the District with contact information (email-home & cell phone) of the designated CSEA orientation representative(s).

c) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

d) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. If held outside of the workday, the employee shall be paid based upon their current hourly rate, range and regular or overtime rate, as appropriate.

e) Upon request, a new employee shall be permitted to not attend this part of the orientation.

5.3.3 Employee Information

a) Newly-Hired Employees: The District shall provide CSEA with the name, district employee number, job title, department, work location, work phone number, home phone number, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire.

b) Periodic Update of Employee Contact Information: The District shall also provide CSEA with a list of all bargaining unit members' names and contact information, subject to the limits set forth above, on the last working day of September, January, and May.

c) The information in a) and b above shall be provided to CSEA electronically.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

5.3.4 Grievance Procedure

Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 DEFINITIONS

6.1.1 GRIEVANCE – A Grievance is an allegation in writing that a specific provision of this Agreement has been misinterpreted, misapplied or violated. The grievance shall cite the specific Article, Section or Clause that is alleged to have been violated.

6.1.2 GRIEVANT – A grievant is a unit member or the CSEA/Association alleging a grievance.

6.1.3 IMMEDIATE SUPERVISOR – The administrator or supervisor who assigns, directs and reviews the work of a grievant.

6.1.4 DAY – Any day that the District Office is open for business.

6.2 INFORMAL DISCUSSION

Initially, the employee shall advise his/her immediate supervisor of the problem within Thirty (30) days after the employee knew or by the exercise of reasonable diligence should have known of the event or circumstance occasioning the problem. The immediate supervisor shall meet with the employee within ten (10) days after the employee advises him/her of the problem.

After the informal discussion, the immediate supervisor shall have ten (10) days to give a response to the grievant. The grievant shall have ten (10) days from the date of the response to proceed to Level 1.

6.3 LEVEL 1

If the informal discussion fails to resolve the problem to the satisfaction of the grievant, a formal grievance may be initiated in writing with the immediate supervisor. The formal document shall be a clear, concise statement of the grievance, citing specific section of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.

Within ten (10) days after receipt of the formal grievance, the immediate supervisor shall give his/her decision in writing to the grievant and to the President of the CSEA/Association.

6.4 LEVEL 2

If the grievant is not satisfied with the decision rendered at Level 1, he/she may appeal the decision within ten (10) days to the Superintendent or his/her designee.

The appeal shall include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reasons for the appeal. Within ten (10) days after the appeal is filed, the Superintendent or designee shall investigate the grievance and give his/her decision in writing to the grievant and to the CSEA/Association President.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

6.5 LEVEL 3: BINDING ARBITRATION

This alternative shall be available only to the Association and is not available to an individual who has chosen to process a grievance without Association assistance.

6.5.1 The Association shall have ten (10) days from receipt of the level 2 decision to notify the District in writing of its decision to proceed to arbitration. Within five (5) days the District shall request that the State Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in public schools.

Within ten (10) days of receipt of the list, the parties shall meet to select an arbitrator. Each party shall alternatively strike a name from the list until only one name remains. That individual shall be the arbitrator. The order of striking shall be determined by coin toss.

6.5.2 The arbitrator shall, as soon as possible, hear evidence from the parties and render a binding decision in the matter.

6.5.3 The District and the Association agree that the jurisdiction and authority of the arbitrator shall be confined exclusively to the interpretation of the express provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement or propose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the Association to do an act prohibited by law.

6.5.4 After the hearing, and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties, his/her findings and awards.

6.5.5 The award of the arbitrator shall be final and binding.

6.5.6 The fees and expenses of the arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

6.5.7 Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of the reporter shall be paid by the party requesting the reporter, or shared by the parties if they mutually agree. If the arbitrator requests a reporter, then the costs shall be borne by the losing party.

6.5.8 Miscellaneous:
If the District fails to respond to a grievance within the time limit specified, the grievance may be appealed to the next level within ten (10) days of the expiration of the District's response period.

The grievant shall have the right to a conference at each level, upon request.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

All records of the proceedings shall be retained by the District, but shall not be kept in the grievant's official personnel file.

No reprisals shall be taken by or against any participant in this Grievance procedure by reason of his/her participation.

Each party may be represented by a conferee at each level of this procedure.

Failure to appeal a decision within the specified time limits shall be deemed to be an acceptance of the decision.

If a grievance arises from action or inaction on the part of a manager at a level above the immediate supervisor, the aggrieved person may submit such grievance in writing directly to the Superintendent or his/her designee.

Forms for filing and processing grievances shall be prepared by the District.

The grievant shall continue to discharge his/her duties and comply with the directions of management during the pendency of the grievance.

The grievant shall be given reasonable release time to appear at hearings scheduled by the arbitrator.

Evidence, including witnesses, may be presented at each level. Provided, however, that copies of documents to be presented during the arbitration hearing shall be provided to the other party at least five (5) days before the hearing. Witnesses who will testify at the hearing shall be identified to the other party at least five (5) days before the hearing. Documents not provided and witnesses not identified shall not be used as evidence at the hearing.

Nothing herein shall be construed as conferring upon an arbitrator the jurisdiction or authority to entertain and/or decide issues of arbitration.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 7 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

7.1 DUES DEDUCTION

CSEA/Association certifies that it will maintain individual employee authorizations for deductions of membership dues. Any employee who is a member of the CSEA/Association, or who has applied for membership may sign and deliver to CSEA/Association a form authorizing deduction of membership dues, initiation fees, and general assessments in CSEA/Association. The District shall not make changes to an employee's membership dues deduction unless notified to do so by CSEA/Association.

7.4 TAX-SHELTERED ANNUITY DEDUCTIONS

Employees may participate in the tax-sheltered annuity of their choice with the District providing payroll deductions for this purpose.

7.5 HOLD-HARMLESS CLAUSE

The CSEA/Association agrees to indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance with this article. The recognized employee organization shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this article brought by the exclusive representative of the district employees against the public-school employer.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 8 – HOURS OF EMPLOYMENT

8.0 WORKYEAR

In establishing the work year calendar, if discussions have commenced prior to March 15, and agreement has not been reached by May 15, CSEA/Association agrees that the District may establish the starting date of school for the following school year. The District retains the right to establish the beginning dates of all less than 12 month employees.

Two (2) mandatory workdays or the equivalent time shall be added to the calendar for all classified employees for the purpose of increasing and improving services to the District's English language learner, low-income, and foster youth populations. The two additional workdays shall run consecutively with the classified employee's calendar. This may include, but not be limited to, additional contact with parents, participating in meetings related to student achievement or success, supervision of students during non-instructional activities, providing translation and child care services for meetings, etc. The supervisor shall consult with the impacted employee to discuss any options which do not fall within the reasonable scope of the employee's job description; such activities must be mutually agreed upon by the supervisor and the impacted employee.

8.1 WORKWEEK

The District shall comply with overtime requirements as mandated by the Education Code and Fair Labor Standards Act. The regular workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Nothing contained herein shall be construed to prevent the District from establishing a workweek of days other than Monday through Friday, without overtime compensation, after notifying CSEA/Association, and negotiating the terms and conditions of those new positions if requested.

If mutually agreed upon by the manager and approved by the Assistant Superintendent, Human Resources, during spring break, winter recess, and summer break employees may work a four (4) day work week at ten (10) hours per day. Employees shall be assigned either the Monday through Thursday shift inclusively or the Tuesday through Friday shift inclusively.

8.2 WORKDAY

The District maintains the right to determine the scheduled work hours of all bargaining unit employees. The District will inform the CSEA/Association chapter president and the affected employee in writing, within 30 calendar days of any proposed change in the scheduled working hours of any bargaining unit employee. Upon written request of the CSEA/Association chapter president or his/her designee, the District will negotiate concerning the proposed change in the scheduled working hours of any bargaining unit member prior to the change being implemented. The length of workday for each position shall be designated by the District according to need. Once the normal hours of work are

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

established, it may be increased but it shall not be decreased, except by a layoff as referred to in Article 18.

8.3 LUNCH PERIOD

At the discretion of the District, the normal lunch period shall be for a period of not in excess of one hour and not less than one-half (1/2) hour for employees working 5.5 hours and above.

8.4 REST PERIODS

All employees shall be entitled to a rest period of fifteen (15) minutes, which if possible, shall be between each four (4) hour period of work.

a. Employees work six (6) hours or more shall receive two (2) fifteen (15) minute rest periods.

b. Employees who work at least four (4) and less than six (6) hours receive one (1) fifteen (15) minute rest period.

c. Employees who work less than four (4) hours are not entitled to a rest period.

8.4.1 The rest period shall be as close to the middle of each three (3) to four (4) hour work segments as possible.

8.5 OVERTIME

Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week. If the governing board establishes a workday of less than eight (8) hours, but seven (7) hours or more or a workweek of less than forty (40) hours, but thirty-five (35) hours or more for all its classified positions, all time worked in excess of time established workday or workweek shall be deemed to be overtime. Overtime eligibility could be affected by an approved flex time schedule.

8.5.1 OVERTIME RATE

A rate equal to one and one-half (1 ½) time the respective employee's hourly rate shall be paid for all authorized overtime to all classified employees in accordance with Section 8.5 above. Any work performed in addition to a regular workday or workweek in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week is considered overtime. Overtime shall be authorized in accordance with District policy.

8.5.2 OVERTIME RATE BY SENIORITY

Overtime work shall be offered by seniority within the classification by site first. If there are no employees at the site willing to accept the overtime assignment, the assignment shall be offered by seniority within the classification at the remaining sites in the District.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

8.6 COMPENSATORY TIME

Compensatory time off may be allowed in lieu of cash payment, if mutually agreed upon by both parties. Compensatory time off shall be at a rate of time and one-half (1 ½) as provided in Section 8.5. If such compensatory time off is not taken within twelve (12) months of the date on which the time was earned, the employee shall be paid for this time.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

8.7 TIME AND ONE-HALF

Time and one-half (1 ½) shall be paid as provided in Education Code Section 45128 through 45131 inclusive.

8.8 MINIMUM CALL IN TIME

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours of pay at the overtime rate of pay under this Agreement.

8.9 CALL BACK TIME

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours pay at the overtime rate of pay under this Agreement.

8.10 HOURS WORKED

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

8.11 SHIFT DIFFERENTIAL COMPENSATION

Those employees working a shift other than days shall receive additional compensation as follows:

a. Swing Shift – (4 p.m. to 12 a.m.) 5%

b. Graveyard Shift – (12 a.m. to 8 a.m.) 10%

The determination of Shift Differential Compensation shall be based on the majority time spent on the shift per day, i.e., swing/graveyard. In the event the employee works an equal amount of time on each shift, he/she shall receive equal compensation from each shift, i.e., 5% for Swing and 10% for Graveyard.

8.11.2 TEMPORARY ASSIGNMENT TO DAY SHIFT

An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

Temporary assignments shall not exceed twenty (20) working days (Except Summer Recess).

8.12 COMPENSATION FOR AN EMPLOYEE WORKING OUT OF CLASSIFICATION

An employee may be required to perform duties inconsistent with his/her classification as provided herein. An employee assigned duties not part of his/her classification for three working days or more, within a 15 calendar pay period, shall have his/her salary adjusted upward by either 5% or the A1 step of the range normally assigned to the classification which performs those duties, whichever is greater. It is the intent of this section to permit the District to temporarily work employees outside of their normal duties.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

8.13 FLEX TIME

Variation in arrival and departure time, lunch break, or workweek can be granted employees under certain conditions. Such a work schedule flex can be requested by either the employee or the employee's immediate supervisor. Request for Flex time from an employee shall be responded to by the employee's immediate supervisor within five (5) working days. The Flex time schedule must be mutually agreed upon by both the employee and his/her immediate supervisor.

Additionally, approval must also be obtained from the Assistant Superintendent, Business Services and Assistant Superintendent, Human Resources. The CSEA president shall be notified, in writing, of the schedule.

Such Flex time scheduling shall not be in conflict with state or federal laws nor shall it force the district into an unintended overtime pay situation. Departmental crisis could cause any given flex time schedule to be canceled. A form will be developed to handle the reporting of a flex time schedule agreement. One day agreements will not need to be reported on this form. Completed forms shall be placed in the employee's file.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 9 – LEAVES

9.1 NOTIFICATION OF LEAVE BY UNIT MEMBERS

Unit members are responsible for notifying the District of absences, whether due to illness or any other cause(s). Absent an emergency, notification shall be as soon as possible, at least one (1) hour prior to the employee's assigned starting time on the first day of an absence. In the event of an emergency, notification shall be made as soon as is reasonably possible. Notification shall be made to the employees' direct supervisor, or to the individual specified by the supervisor in writing. If the employee is unable to reach either the person to be notified or the direct supervisor, the Human Resources Office shall be notified of the absence.

It shall be assumed that the employee intends to report for duty on the workday next following unless the District is otherwise notified in accordance with these procedures.

9.2 DEFINITION OF PAID AND UNPAID LEAVES

Paid and unpaid leaves are defined as follows:

9.2.1 PAID LEAVE OF ABSENCE

Means a unit member will be entitled to:

- Receive wages and fringe benefits including retirement benefits.
- Return to comparable assignment which the unit member worked under prior to the paid leave.
- Receive credit for annual salary increments during the leave.

9.2.2 UNPAID LEAVE OF ABSENCE

Means a unit member will retain the right of employment and may retain medical, dental, or other health and welfare benefits during the period of leave, provided that the unit member has paid to the District in advance the monthly cost of those benefits.

9.3 LEAVES OF ABSENCE WITH PAY

The following leaves of absence are granted by the District with pay:

9.3.1 MEDICAL APPOINTMENT LEAVE

All unit members who work 6 or more consecutive hours in which the majority falls between 9 and 5 may be released from duty for up to a two (2) hour period during a working day when appointments for personal medical reasons cannot be scheduled other than during working hours.

The school administrator/supervisor assumes the responsibility for proper administration of the above, and may deny this privilege if it is determined that this privilege has been abused.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

All unit members requesting the above shall get approval from the administrator/supervisor in sufficient time so that proper arrangements may be made for substitutes or coverage if necessary.

9.3.2 SICK LEAVE

It shall be the policy of the District to grant no additional sick leave benefits to classified employees beyond those benefits established by law. State and Federal Mandates will be followed.

9.3.3 TEN MONTH EMPLOYEES

Each classified employee employed five (5) days a week for the regular school term shall be entitled to ten (10) days sick leave each year, accumulative in accordance with provisions of the Education Code.

9.3.4 ELEVEN MONTH EMPLOYEES

Each classified employee employed five (5) days a week for the regular school term shall be entitled to eleven (11) days sick leave each year, accumulative in accordance with provisions of the Education Code.

9.3.5 TWELVE MONTH EMPLOYEES

Each classified employee employed for the full fiscal year (July through June) shall be entitled to twelve (12) days sick leave each year, accumulative in accordance with provisions of the Education Code.

9.3.6 EMPLOYEES WORKING LESS THAN FIVE (5) DAYS

Each classified employee employed for less than five (5) full school days a week shall be entitled, for a fiscal year of service to that proportion of twelve (12) days sick leave as the number of days he/she is employed per week bears to five. (Ed. Code 45191)

9.3.7 EXPIRATION OF SICK LEAVE BENEFITS

- An employee who has exhausted all sick leave benefits and continues to be out due to illness or injury in accordance with Education Code 45196 is entitled to substitute differential pay beginning with the first day of absence up to a maximum of five (5) months. The amount deducted from the salary due the employee shall not exceed the rate actually paid a substitute.
- Upon the expiration of all sick leave benefits and after absence due to illness or injury in excess of five (5) months, and if the employee is not medically able to assume his/her duties, the employee shall be placed on a thirty-nine month reemployment list.
- However, the employee may petition the Board for an additional leave, paid or unpaid, for an additional six (6) months.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

9.3.7.1 CATASTROPHIC LEAVE

This Article shall be available to permanent employees who have personally experienced an illness or non-industrial accident or an illness or non-industrial accident of the employee's immediate family member, as defined in Article 9.3.14, that has caused them to be absent from their duties for a period exceeding that defined in Education Code Section 45196.

a. Classified employees may donate up to two (2) days of earned vacation or earned sick leave per request each calendar year. Provided, however, that employees donating sick leave shall have a minimum of 11 days' sick leave accumulated in order to donate.

b. The maximum amount of donated leave that may be utilized by an employee for any one request shall not exceed twenty (20) work days. The employee may be allowed to reapply for additional donation requests. All permanent or probationary unit members may receive up to 100 days of donated sick leave per fiscal year.

c. An eligible employee may file a request for leave hereunder with the CSEA, Chapter 6, for consideration and recommendation on a case-by-case basis. Such request shall be accompanied by a written verification by a physician describing the incapacitating nature and probable duration of the illness. Any unused donated sick leave will be set aside into a catastrophic leave bank for future catastrophic leave requests. Hours will roll over from year to year. The CSEA President, Assistant Superintendent of Human Resources, and Benefits – Account Specialist shall schedule a meeting at the start of each fiscal year to audit the catastrophic leave bank balance.

d. Upon recommendation of approval by CSEA, Chapter 6, the request and accompanying documents shall be forwarded to the Superintendent or designee for verification of eligibility and program administration.

e. Employees must exhaust all accrued sick leave, vacation, compensatory time or other paid leave in order to be eligible to participate.

f. Any employee who receives paid benefits pursuant to this program shall use all previously earned or new leave entitlements before using donated leave under this provision.

g. All donated leave shall be anonymous and irrevocable. All donated sick leave not utilized by the requesting employee during the time period requested and approved shall be returned and set aside into the catastrophic leave bank, as described in c. of this section.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

h. Decisions to grant or deny leave requests under this Article shall not be subject to the grievance procedure contained in this Agreement.

9.3.8 PREGNANCY DISABILITY LEAVE
Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for child care, child rearing or preparation for childbearing, but shall be limited to those disabilities as set forth above.

9.3.9 LENGTH OF PREGNANCY DISABILITY LEAVE
The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician or licensed practitioner; however, the District may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District, at District expense.

9.3.10 RETURN TO DUTY FOLLOWING PREGNANCY DISABILITY LEAVE
The employee on leave for pregnancy disability shall be entitled to return to her position or a position comparable to that held at the time leave commenced.

9.3.11 PARENTAL LEAVE

a. Employees may elect to utilize up to 12 weeks of sick leave for the purposes of parental leave. "Parental leave" means leave for the reason of the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child.

b. For mothers, the 12 week parental leave shall commence at the conclusion of any pregnancy disability leave.

c. For non-birthing parents, the 12 week parental leave shall commence on the first day of such leave.

d. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

e. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

f. Pursuant to Education Code section 45196.1, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 45196.1(a)(2) for the balance of the 12 week period. Parental leave

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

is available for employees who have worked less than twelve hundred and fifty hours (1250) in the twelve month period preceding the leave. Parental leave is not available, however, to employees who have not been employed for at least twelve (12) months (52 weeks).

g. The District must be provided with at least thirty (30) days prior notice of intent to take parental leave, except in the case of emergency.

9.3.12 PERSONAL NECESSITY LEAVE

Up to eight (8) days per year of sick leave may be used by the employee, at his/her option, for reasons of personal necessity.

a. Death of a member of the immediate family. "Immediate Family" means mother, father, grandmother, grandfather, or grandchild of the unit member or the spouse or registered domestic partner of a unit member and the spouse or registered domestic partner, son, daughter, son-in-law, daughter-in-law, brother, or sister of the unit member; foster parents, foster children, stepparents, stepchildren; or any relative living in the immediate household of the unit member.

b. Accident involving the person or property, or the person or property of a member of the immediate family.

c. Appearance in court as a litigant, or as a witness under an official order.

d. Illness of a member of the household or death of a relative who is not a member of the immediate family.

e. Up to the equivalent of two (2) work days of Personal Necessity Leave may be used for personal business each year.

f. 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:

i. 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 his or her child.

ii. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

iii. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

iv. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

v. 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.

vi. For purposes of this section, the terms "domestic violence," "sexual assault," and "stalking" are as defined in California Labor Code sections 230 and 230.1.

g. Personal Necessity Leave may be used for purposes not expressly stated herein, provided that advance permission is obtained from the immediate supervisor, except when an emergency prevents the employee from notifying the District in advance of the emergency.

h. Personal necessity shall not be used as vacation time.

9.3.13 BEREAVEMENT LEAVE

a. Up to five (5) days bereavement leave, with pay, shall be allowed to all unit members for death occurring in the immediate family. "Immediate Family" is defined as in 9.3.12, a. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections provided by the governing board of the District.

b. Two (2) days of five (5) days of paid leave may be used prior to the death of the immediate family member to allow for unit member to say goodbye. The unit member mush inform the Human Resources Department of the relationship of the immediate family member at the time of the request, and the two (2) days granted prior to the death of the family member shall be deducted from the five (5) days of paid leave upon the death of that family member.

c. In recognition of special relationships, unit members may apply to the Superintendent or his/her designee for Bereavement Leave to attend the funeral of a close friend or relation who is not classified as a member of the immediate family, up to three (3) days per year. In addition, two (2) days per school year may be requested to be deducted from the unit member's sick leave.

d. When notifying the District of his/her absence due to bereavement, the unit member shall state the relationship to the deceased.

9.3.14 CRITICAL ILLNESS OR EMERGENCY LEAVE

An emergency shall be held to mean a critical illness, an accident, or an emergency as defined below, involving a member of the immediate family.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

"Immediate Family" means: Grandmother, Grandfather, Mother, Father, Mother-in-Law, Father-in-Law, Spouse, Registered Domestic Partner, Son, Daughter, Brother, Sister, Son-in-Law, Daughter-In-Law, Grandchild, Foster children, Foster parents, Stepchildren, Stepparents, or any relative living within the immediate household of the employee. Critical illness must be verified in writing by a licensed practitioner or medical doctor, or any registered medical officer.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

Any natural disaster or calamity, such as fire, flood, earthquake, etc., which shall prevent an employee from fulfilling his/her position, shall be considered an emergency.

Any number of days may be granted without loss in pay in any one school year, subject to Board approval.

9.3.15 PERSONAL LEAVE

Classified employees may be entitled to a maximum of two (2) days leave of absence without loss of pay. The necessity of such leave of absence will be subject to approval by the Board. Personal leave will not be accumulative from year to year.

9.3.16 MILITARY LEAVE

Classified employees shall be entitled to such leaves of absence with pay and other benefits as are provided in Division II, Part I, Chapter VII, of the Military and Veterans Code. (M&V 395.01)

9.3.17 JURY DUTY

Classified employees covered under this Agreement who are called to serve on a jury shall be entitled to be absent from "duty," night or day, without loss of pay. Any compensation received by an employee as a member of a jury, shall be remitted to the District less mileage, meals and parking compensation received.

9.3.18 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

Classified employees covered under this Agreement shall be eligible for leave of absence because of industrial accident or illness as acknowledged by the State of California Compensation Insurance Fund. Allowable leaves shall be for not more than sixty (60) working days in any one fiscal year for the same accident and shall commence the first day of absence.

Leaves of absence under this section shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, shall result in payment to them of not more than their full salaries. Leaves of absence applied for under this section shall be reduced by one (1) day for each authorized absence regardless of a temporary disability indemnity award to the employee.

When entitlement to Industrial Accident or Illness leave has been exhausted, entitlement of other sick leave shall be used. If an employee is receiving Workers' Compensation, the person shall be entitled to use a Pro Rata Share of his/her accumulated or available sick leave, accumulated compensatory time, vacation or

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

other available leave which, when added to the employee's compensation award, provide for a full day's wage or salary.

During all paid leaves of absence, whether industrial or accident leave, as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of Governing Board, the employee shall endorse to the District wage loss benefit checks received under Workers' Compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

9.3.18.1 Education Code Section 45192 has mandatory provisions which are applicable.

9.3.19 VERIFICATION OF INDUSTRIAL ACCIDENT OR ILLNESS

The District Superintendent shall recommend to the Board of Trustees employees petitioning for leaves of absence under "Industrial accident or illness leave." Classified employees petitioning for such leaves are responsible for furnishing the District Superintendent, upon his/her request, a statement signed by a licensed physician or practitioner verifying the nature of the injury or illness and the number of days of absence that will be needed for the leave of absence. A second signed physician's or practitioner's statement may be required of the employee upon request of the District Superintendent or designee at the end of the employee's leave of absence certifying that the employee's condition is satisfactory to warrant a return to duty.

9.3.20 RELEASE TIME TO ATTEND PROFESSIONAL MEETINGS AND CONFERENCES

Requests, by the CSEA/Association representatives, for professional leave with no loss of pay for purpose of attending professional meetings and conferences, may be considered by the Board provided that the following conditions are met:

a. That the request be submitted in writing to the Superintendent by CSEA/Association at least one week in advance of the Board meeting date.

b. That the meeting attended is such that some public purpose is served, i.e., if the interests of the School District as a whole are benefitted.

c. That upon return from approved conferences the delegates shall report, in writing, to the CSEA/Association, the results of the conferences. Copies of this report and materials gathered shall be submitted by the CSEA/Association to the Superintendent.

d. Attendance at meetings of this type shall be restricted to five (5) working days per year to allow up to three delegates to attend the union's annual conference in August.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

9.4 PROOF OF SICKNESS OR INJURY

Whenever an employee is required to be absent from duties on account of sickness or injury, said employee shall provide proof of sickness or injury as follows:

9.4.1 In cases not involving pregnancy, miscarriage, childbirth, and recovery therefore, the normal method of proof of illness or injury shall be the employee's signature to the effect he/she has been absent or suffering from any injury requiring his/her absence for the period specified. In any such case, at the discretion of the District, however, and in all cases involving absence in excess of five (5) days, the employee shall submit either:

A Physician's verification stating that the employee was not able to perform or could not perform his/her normal duties for the specified period; or

A written statement by the employee to the effect he/she is a member of a religious sect, denomination or organization, and that he/she was treated in accordance with the practices of his/her religious beliefs.

9.4.2 In unusual circumstances, the Superintendent may require proof of illness to be supported by a competent medical authority before sick leave benefits may be received, in all absences because of illness.

9.5 MATERNITY LEAVE

9.5.1 MATERNITY LEAVE

An employee may take a maternity leave of absence without pay, up to one (1) year. The beginning and ending dates of the leave will be determined on the basis of the employee's physical condition as certified by her physician, and the convenience of the District.

9.5.2 LEAVE FOLLOWING CHILDBIRTH

At the request of the employee, maternity leave may be granted for up to one year following childbirth. No compensation will be granted for such additional leave.

9.5.3 RETURN TO DUTY FOLLOWING MATERNITY LEAVE

Prior to the return to duty, the employee concerned shall submit a written statement from her doctor, to the Superintendent that she is physically fit to return to duty.

9.6 OTHER LEAVES

9.6.1 CSEA Chapter President Leave. The District agrees to provide the CSEA Chapter President (or his/her designee) 2 days a month at 16 hours times 12 months or 192 hours of release time per fiscal year to perform the collective business of the District and the Association. CSEA shall notify the Human Resources department at least twenty-four (24) hours prior to the use of release time. If less than twenty-four (24) hours, the Association shall notify Human Resources by email.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

9.6.2 Classified employees may be granted leaves of absence by the Board in excess of one (1) month without pay under the following conditions:

That the leave is requested for the purpose of rest, illness or personal hardship.

9.6.3 If appropriate, a doctor's statement may be required to clarify health requests.

9.6.4 Leaves of absence may not exceed one (1) year unless by special action of the Board.

9.6.5 An employee granted a leave of absence for one (1) year is assured that upon his/her return to duty he/she will be reassigned to the same classification, but not necessarily the same position which he/she vacated, provided that the employee on leave notifies the Superintendent on or before the first day of March that it is his/her intention to resume his/her duties the ensuing school year. Failure to notify the Superintendent of intention to return to duty on or before the first day of March prior to the ensuing school year automatically terminates employment.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

9.7 FAMILY CARE AND MEDICAL LEAVE

Employees may be granted family care and medical leave pursuant to Government Code Section 12945.2 (California Family Rights Act ["CFRA]") under the following terms and conditions:

a. Family care and medical leave may be paid or unpaid depending on the requirements of the CFRA as set forth in this section 9.3 and subsections. For a period not to exceed twelve (12) weeks, employees on such leave will continue to be covered by the District's medical, dental and vision plans. Employees will not continue to be covered under life insurance and/or any other non-health benefit plan, including District retirement contributions. Employees may continue to make the appropriate contributions for continued coverage for life insurance and/or non-health benefits plans by direct payments to these plans. The District may recover the cost of premiums paid for medical, dental and vision coverage in the event that an employee who takes leave under this Article fails to return to work for reasons other than due to his/her disability. Recovery may also occur should the employee separate from employment during the first 30 days of their return from Family Care and Medical Leave.

b. If both parents are employed by the District, they each receive twelve (12) weeks of CFRA baby bonding leave per year.

c. An employee shall have been employed for a minimum of twelve (12) months and at least 1250 hours during this period to be eligible for family care and medical leave hereunder.

d. Leave may be granted for the birth, adoption, or foster care of a child within twelve (12) months of the birth or placement, or the serious health condition of the employee's child. Leave under this Section may be taken on an intermittent basis with the approval of the School Board subject to CFRA Regulations. (See also section 9.3.11 Parental Leave.)

e. Leave may be granted for the serious health condition of a family member or the employee. Family member is defined as grandparent, grandchild, sibling, spouse, domestic partner, mother, father, child under the age of 18, or a child above that age who is incapable of self-care because of mental or physical disability, or any relative living in the immediate household of the unit member. "Child" means a biological,

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. Leave under this Section may be taken intermittently if medically necessary. If an employee's request for intermittent leave is foreseeable based upon planned medical treatment, the District may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

f. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either the following: inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider. Certification of a serious health condition shall include the date upon which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is needed to care for a family member or child or that the employee is unable to perform his/her function. In the case of intermittent leave, the dates and durations of treatments to be given shall also be provided. The District may require subsequent re-certification on a reasonable basis.

g. The District may require that a second opinion be obtained at District expense. In the event of conflicting opinions, the District, at its own expense, may require a third and final opinion that shall be binding.

h. An employee who meets all the requirements of eligibility shall be entitled to twelve (12) work weeks of unpaid leave in any twelve (12) month period. A twelve (12) month period commences on the first day of leave.

i. An employee may elect, or the District may require, an employee to substitute for family care and medical leave, any accrued vacation, compensatory time or any other paid or unpaid leave to which they may be entitled.

j. An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.

k. An employee and the District must mutually agree for the employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of a child, spouse or parent of the employee.

l. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code Section 12945. Health care benefits will be provided in accordance with California Fair Employment and Housing Commission regulations.

m. Upon expiration of leave hereunder, an employee shall be entitled to be restored to the position of employment held when the leave commenced, or, in the event the

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

position has been eliminated, to an equivalent or comparable position. As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee shall obtain and present a "fitness for duty" certification from the health care provider that the employee is able to resume the essential duties required by the position with or without reasonable accommodation. Failure to provide such certification shall result in denial of restoration.

n. Unit members may also be eligible for military qualifying exigency leave (up to 12 weeks per defined year) and/or military family caregiver leave (up to 26 weeks per defined year) pursuant to the Family Medical Leave Act and related regulations.

o. The above negotiated provisions are intended to, and shall comply with the provisions of the CFRA and the regulations of the Fair Employment and Housing Commission covering family care and medical leave and the regulations of the U.S. Department of Labor.

p. Alleged violations of this provision shall be filed with the Fair Employment and Housing Commission or the United States Department of Labor and shall not be subject to the grievance procedure contained in this Agreement.

9.8 Fitness for Duty Examinations

9.8.1 An employee who seeks to return to work following a leave of absence due to industrial or nonindustrial illness or injury shall present a medical release from his/her physician or psychiatrist indicating whether the employee is fit to return to work and specifying any restrictions.

9.8.2 Upon or following an employee's return from a medical leave of absence, the District may require an employee to submit to a fitness for duty examination by a physician or psychiatrist or physical/occupational therapist selected by the District if the District has a reasonable belief, based upon objective evidence, that an employee's present ability to perform the essential functions of the job is impaired by a medical condition. The District shall notify a CSEA representative prior to notification of an employee being required to submit to a fitness for duty examination and placed on paid administrative leave through the completion of the first fitness for duty examination.

9.8.3 The Administrator in charge of Human Resources may require an employee to submit to a fitness for duty examination by a physician or psychiatrist or physical/occupational therapist, mutually selected by the District and CSEA (*) when it reasonably suspects, based on objective evidence, the employee poses a direct threat to self or to others in the work place. The District shall notify a CSEA representative prior to notification of an employee being required to submit to a fitness for duty examination and placed on paid administrative leave through the completion of the first fitness for duty examination.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

9.8.4 The District shall provide the physician or psychiatrist or physical/occupational therapist with any information it possesses describing the essential job functions of the position, including, but not limited to, the job description of the position. The health care professional shall be entitled to review documentation depicting the work performance issue(s), if any, giving rise to the exam. The scope of the medical examination shall be limited to what is needed to determine whether the employee is able to work. An employee shall be deemed to "pass" the fitness for duty examination if the physician or psychiatrist or physical/occupational therapist determines that the employee can perform the essential job functions of the position and is not a direct threat to self or others. An employee who passes the fitness for duty examination shall be permitted to return to work.

9.8.5 If the selected physician or psychiatrist or physical/occupational therapist indicates that the employee is not fit to return to work, the employee may request examination by a third medical practitioner. The employee shall be entitled to choose the examiner from a list of three (3) to five (5) medical practitioners mutually selected by the District and CSEA (*), which shall not all be from the same medical group/practice. The third examiner's statement on the employee's fitness for duty shall be binding on the District and the employee. The cost of the second and third examiner shall be borne by the District and shall include reimbursement for lodging, food, and mileage, if necessary. No out of pocket medical expenses shall be borne by the employee.

9.8.6 An employee who is determined by the second and/or third examiner to not be fit to return to work may continue to use his/her remaining leave rights. Alternatively, such an employee may seek to return to work under the District's policies and regulations regarding accommodation of individuals with disabilities. In order to initiate that process, the employee shall return to his/her treating physician or psychiatrist and share the information from the fitness for duty examination(s). The employee shall have the medical practitioner complete a Medical Verification of Disability form. The medical practitioner shall report his or her independent findings limited to the questions asked on the form. All medical information received by the District shall be considered confidential and shall be kept in a sealed envelope in the employee's personnel file to be opened only upon authorization by the Assistant Superintendent of Human Resources or as otherwise required by law. The employee shall be entitled to receive copies of all medical information related to the employee, which is generated by participation in the Fitness for Duty examination process.

9.8.7 If the employee's physician or psychiatrist indicates that the employee is disabled, at a minimum, the District, a CSEA representative and the employee will engage in the interactive process described in AR 4032 in order to determine whether the employee can safely perform the essential job functions of the position with reasonable accommodations(s). Under this process it is the responsibility of both the District and the employee to actively participate in the interactive process by providing information relating to the asserted disability, discussing the employee's

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

functional limitations, and suggesting and analyzing options for reasonable accommodation.

9.8.8 If the procedures described in subsections 9.8.2 through 9.8.7, above lead to a determination that the employee is fit to return to work with or without reasonable accommodation, the employee shall have credited back to him/her any paid leave used after the employee initially presented the medical release from his/her physician or psychiatrist. If such a member did not have sick leave available to cover the absence, the member shall receive the pay he/she would have received if the member returned to work at the time the member presented the initial release from his/her physician/psychiatrist. No bargaining unit member shall be placed on the 39 month reemployment list until the procedures described in subsections 9.8.2 through 9.8.7 are completed. The District's obligations in this subsection 9.8.8 are conditioned upon the employee participating in the process in a reasonably diligent manner.

9.8.9 If an employee is determined not to be fit for duty and does not seek to return to work under the District's policies and procedures for accommodation of individuals with disabilities, the District will apply for CalPERS disability retirement for the employee. The employee shall participate in a reasonably diligent manner in order to complete the CalPERS process. If CalPERS determines that the employee is fit for duty, the employee shall be subject to this section to the same extent as an employee returning from leave of absence.

9.9 REPRODUCTIVE LOSS LEAVE

If a unit member, or a unit member's significant other, experiences a reproductive loss event, the unit member will be entitled to take up to five (5) days of Reproductive Loss Leave. A reproductive loss event is defined as a failed adoption, failed surrogacy, miscarriage, still birth, or an unsuccessful assisted reproduction. If a unit member experiences more than one reproductive loss event within a twelve (12) month period, the amount of leave taken can be no longer than twenty (20) days. Unit members are eligible for this type of leave after thirty (30) days of employment. The leave must be taken within three (3) months of the event and may be taken on nonconsecutive days. Unit members may use available leave balances or remain in paid status.

A unit member can take leave following their own reproductive loss event or that of another person – such as a spouse or partner – if the unit member would have been the parent of the child born or adopted. It is against the law for an employer to interfere with or deny an employee's right to take leave after a reproductive loss if they meet the above criteria.

Reproductive loss leave is separate from, and in addition to, other types of leave to which employees are entitled. Examples include, leave to care for one's own serious health condition or that of certain family members available under the California Family Rights Act (CFRA) and Family and Medical Leave Act (FMLA), or leave for disabilities related to pregnancy or childbirth available under FEHA. If an employee is on another type of leave during the reproductive loss event, they can take reproductive loss leave within three months of finishing the other from of leave.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 10 – TRANSFERS, VACANCIES AND PROMOTIONS

10.1 TRANSFERS AND PROMOTIONS

Classified personnel shall be employed subject to assignment. Assignment of personnel shall be made on the current needs and in the best interest of the entire District. Opportunity shall be provided during each year for a classified employee indicating a desire for change of assignment or transfer to another school in the District prior to the hiring of new personnel.

Priority of assignment shall consider the length of service and qualifications for the position.

10.1.1 LATERAL TRANSFERS

When a new position is created or an existing position becomes vacant, the District will first offer the opportunity to apply for a transfer to permanent bargaining unit employees that have served or are serving in the same classification in the District. Lateral transfer requests will be considered for unit members who have not been subject to a due process disciplinary procedure within the past 12 months. All vacancies will be posted by the District for not less than five (5) working days at all work locations and emailed prior to being filled. It is the responsibility of the employee to check their District email. A unit member who wishes to receive the notice of vacancies by hard copy must register with the District HR Office. Any employee in the bargaining unit may apply for transfer to that position by completing and submitting a Transfer Request Form (APPENDIX E5) with the Human Resources Office of the District. All requests for voluntary transfers shall be considered on the basis of seniority in the requested position. In the event that two (2) or more employees have identical seniority, the employee to fill the position will be determined by the needs of the District. The successful applicant will be notified, along with any unsuccessful applicants, within fifteen (15) working days of the initial posting.

10.1.1.1 All requests for transfer will be screened by the Human Resources Office. If the employee requesting the transfer is under progressive discipline, a meeting will be held with the affected managers, a Human Resources administrator, and CSEA to determine if the transfer is approved. If a consensus agreement is not possible between CSEA and the District, the transfer will proceed.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

10.1.2 VACANCIES

A list of classified job vacancies, to include job descriptions, will be emailed to employees and posted on the bargaining unit bulletin board in each school and the District office for five (5) working days, whenever vacancies occur.

10.1.2.1 Notice to Employees on Leave

Notices shall be emailed or mailed to those employees on leave, provided the employee indicates on the "Leave Request" that they desire such information. A unit member who wishes to receive notice of vacancies by hard copy must register with the District HR Office.

10.1.2.2 Notification

Upon request, the District shall notify the applicant, in writing, as to the reasons for rejecting the applicant for promotion.

10.1.2.3 Move to job in same range, different job description/title

(Excluding lay-off) a current permanent employee who accepts a position in the same pay range, but with a different job description/title, would have a job- specific probation status for six (6) months. If the employee does not successfully complete the probation period, they retain reversion rights.

10.1.3 INVOLUNTARY TRANSFER

10.1.3.1 An involuntary transfer is a change in work site without loss of salary or benefits initiated by the Superintendent or designee whenever such transfer is in the best interests of the District.

10.1.3.2 Criteria for determining the employee to be transferred shall include the qualifications, evaluations,
needs of the District, and known needs of the individual. Transfers shall be made in the best interests of the District and shall not be made for arbitrary or capricious reasons. No unit member shall be involuntarily transferred for disciplinary reasons without providing basic due process via a Skelly conference.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

10.1.3.3 The Superintendent or designee shall notify the employee in writing when initiating an involuntary transfer at least the fifteen (15) calendar days prior to the proposed action. If the District gives notice while the employee is on leave, or when the employee is not scheduled to work, the District shall notify the employee by email and certified mail. The start date for the fifteen (15) calendar day notice shall be the date of the mailing of the notice.

Prior to the effective day of any involuntary transfer, upon employee written request, a conference shall be held between the Superintendent or designee, the employee, and a CSEA representative in order to discuss the reasons for the transfer.

10.1.3.4 Requests for voluntary transfers shall be made prior to implementing involuntary transfers. However, the District may implement involuntary transfers first in order to fulfill a legal duty (e.g. remediation of a hostile work educational environment).

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 11 – EVALUATION PROGRAM

11.1 EVALUATIONS

All employees covered under this Agreement shall be evaluated. Evaluations shall be in writing utilizing the District evaluation form. (Appendix F)

11.2 PERMANENT EMPLOYEES

A permanent employee shall be evaluated once every two years, or upon request by the permanent employee. The evaluation shall be complete, including goals/focus areas and support.

An employee who has become permanent within a school calendar year shall continue in an evaluation cycle for at least one additional year prior to being eligible for every two years.

If a permanent employee receives an unsatisfactory evaluation, they shall be evaluated annually until they have a satisfactory evaluation.

11.2.1 Job performance should be discussed with the employee at the time the issue is pertinent, rather than holding it in abeyance until the time of the written evaluation.

11.2.2 UNSATISFACTORY PERFORMANCE

When a first written evaluation of unsatisfactory performance is made, the employee shall have a minimum of a thirty (30) day period in which to show improvement following a written Individual Improvement Plan (IIP). A second written evaluation shall be given within a sixty (60) day period with corrective suggestions. If the second written evaluation is satisfactory it shall be considered the official latest evaluation and will be included along with the other supporting documents to include the Individual Improvement Plan. If the latest written evaluation is not satisfactory the employee shall continue on a written Individual Improvement Plan (IIP).

11.3 PROBATIONARY EMPLOYEES

The probationary period shall be six (6) months or 130 days of in paid service, whichever is longer. A probationary employee's written evaluation shall be made twice within the first five (5) months of paid service.

11.3.1 UNSATISFACTORY PERFORMANCE

When a first written evaluation of unsatisfactory performance or conduct is made, the probationary employee shall have a minimum of a thirty (30) day period, where appropriate, in which to show improvement. A second written evaluation shall be given at the end of this thirty (30) day period with corrective suggestions.

11.4 CHANGE IN ASSIGNMENT

If an employee changes his/her assignment during the year, then the current supervisor shall complete an evaluation immediately and the new evaluator will follow guidelines

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

outlined in sections 11.2 and 11.3 of this article for permanent and probationary employees.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 12 – SAFETY

12.1 SAFETY CONDITIONS OF EMPLOYMENT

The safety and health of pupils and employees are of utmost concern to CSEA/Association and the District. To insure that exposure to unsafe, unhealthy or hostile conditions is minimized; District employees will be encouraged to be safety conscious in their actions and bargaining unit members shall report unsafe, unhealthy or hostile conditions to their immediate supervisor.

12.1.1 EMPLOYEE RESPONSIBILITY

Unsafe working conditions shall be reported to the site supervisor, who shall give the employee instructions with respect to the problem. If, in the employee's judgment, appropriate action is not taken, the employee may report the matter in writing to the site safety committee, with a copy to the Association.

12.1.2 ASSOCIATION RESPONSIBILITY

If the situation has not been resolved within five (5) days, the Association may refer the matter to the District Safety Committee, which shall meet to consider the concern within (5) workdays. A copy of the District Safety Committee's written decision shall be sent to the site safety committee, the Association, the site supervisor and the employee. At the option of the Association, the original written report may be referred to the Superintendent for action.

12.1.3 DISTRICT RESPONSIBILITY

Upon notification of an alleged unsafe or unhealthy condition, the supervisor concerned will have the responsibility of determining in fact if an unsafe or unhealthy condition exists. Upon determination by the supervisor that an unsafe or unhealthy condition does exist, the supervisor shall initiate action to correct the condition.

No employee shall be adversely affected in any way for reporting a believed safety or health hazard under the provisions of this Article.

12.2 SAFETY COMMITTEES

Each site will establish a safety committee to be composed of the principal, head custodian, and a maintenance person (MOTS: shop supervisor, bus driver maintenance person.)

The site committee will do walk-through inspections in August and January and make written recommendation(s) to the District committee.

The District will establish a safety committee to be composed of a Superintendent designee, MOTS Director, Director of Human Resources and CSEA Representative.

The District committee will review all recommendations from site committees and establish priorities to present to the Board. The Board will review District Committee

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

recommendations and develop priorities based upon those recommendations. The District Committee will then report back to the site committees the Board decision(s).

12.3 VIDEO DISPLAY TERMINALS (VDT'S)

The following Section is intended to address issue(s) of safety with regard to unit members' use of VDT's. All references to both equipment and furniture are intended as guidelines for use when worn out items are to be replaced.

12.3.1 WORK STATIONS

Chairs will be adjustable for seat height, backrest height and backrest angle, and have a five (5) prong, swivel base with casters. Seats, backrests and arm rests will be fabric-covered.

Work surfaces will be adequate in size, with matte finishes and contain ample, unobstructed leg space.

Keyboards will be detachable, with coiled or retractable cables. Wrist rests shall be provided and used by the operator.

Impact printers will be fitted with noise-reducing covers or placed in another room.

Work stations, to the extent reasonably possible, will be placed to avoid excessive glare.

12.4 EMPLOYEE ASSISTANCE PROGRAM PROCEDURE

This procedure is intended to be used as a means for assisting employees and, except for serious offenses, will be followed.

Employees shall not be permitted to work if the supervisor has reasonable suspicion that they are a threat to the safety of themselves or others. If the supervisor believes such a threat to safety exists due to indulgence in alcohol or drugs, these provisions shall be followed:

First Occurrence - The supervisor will discuss the matter with the employee in confidence and may recommend that the employee be placed on administrative leave for the remainder of the day.

Second Occurrence - The employee will receive a written warning concerning his/her problem, be informed of the other actions which may occur if the behavior continues, and placed on sick leave for the remainder of the day. Upon return to work, the employee shall be informed of the Employee Assistance Program (EAP).

Third Occurrence - The employee will be required to report immediately to the EAP for an evaluation. Drug testing shall not be required of the employee during the initial evaluation. If it is the opinion of the EAP counselor that the employee has a problem with alcohol or drugs, the District shall request the employee to enroll in an EAP, which shall be mutually agreed upon by the District and Association, for treatment. An employee who enters treatment for alcohol or drug dependency

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

under the EAP shall, at the discretion of the District, be required to attend additional therapy, counseling and/or group meetings for a period of twenty-four (24) months beyond completion of the initial treatment through the EAP. The District shall have the right to require proof of attendance. If the employee does not register and successfully complete the EAP or any additional program required by the District, or the employee successfully completes the EAP but continues to indulge in alcohol or drugs, or to be a threat to the safety of themselves or others he/she may be subject to disciplinary Action, including dismissal.

The District will comply with all regulations and provisions of the Transportation Employee Testing Act of 1991 and has agreed to language to be inserted into the Transportation Handbook.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 13 – CONCERTED ACTIVITIES

13.1 CONCERTED ACTIVITIES

It is the intent of the parties that members of the CSEA/Association shall faithfully and diligently perform all of the duties normally associated with their positions. There shall be no strike, slow-down, work to rule, work stoppage, picketing or any other failure to properly perform assigned duties by the CSEA/Association, its officers or members of the CSEA/Association.

13.1.1 VIOLATION

In the event that members of CSEA/Association take any steps in violation of the provisions of this section, CSEA/Association shall make every effort to prevent such activities and to induce the employees to comply with the terms of this Agreement. In the event of violation of this section, District may terminate any right granted by this Agreement.

The District has the right, subject to applicable law, to hold public or closed session meetings in anticipation of a concerted activity to design proposed action to be implemented in the event the concerted activity occurs.

13.1.2 NO LOCKOUT

During the term of this Agreement, the District agrees not to engage in any lockout of employees.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 14 – PAY

14.1 REGULAR RATE OF PAY

The regular rate of pay for all positions in the bargaining unit shall be in accordance with the rate established for each classification as provided for in the Classified Salary Schedules and Range Schedule (attached hereto).

2022-2023 School Year: The salary schedules contained in Appendix A of the Agreement shall be increased effective July 1, 2022 according to the following terms:

a. The 2021-2022 salary schedules shall be increased by 85% of the funded percentage cost of living adjustment (COLA) projected to be received by the District in the Governor's January 2022 Proposed Budget for the 2022-2023 school year. This projected COLA is 5.33%; therefore the 2021-2022 salary schedules will be increased by 4.53% effective July 1, 2022.
b. If the funded percentage cost of living adjustment (COLA) contained in the 2022-2023 final State Budget Act exceeds 5.33%, the salary schedule shall be increased by an additional 80% of the additional percentage COLA increase.
    i. For example, if the final funded COLA received by the District is 6.13%, for the 2022- 2023 school year the difference between this figure and 5.33% is .8% and 80% of this difference is .64%. Therefore, the 2021-2022 salary schedules will be increased by 5.17% (4.53% = .64% = 5.17%) effective July 1, 2022.
    ii. For example, if the final funded COLA received by the District is 6.5%, for the 2022- 2023 school year, the difference between this figure and 5.33% is 1.17% and 80% of this difference is .936%. Therefore, the 2021-2022 salary schedule will be increased by 5.46% (4.53% + .936% = 5.46%) effective July 1, 2022.

2023-2024 School Year: The 2022-2023 salary schedules contained in Appendix A of this Agreement shall be increased effective July 1, 2023 according to the following terms:

a. The 2022-2023 salary schedules shall be increased by 85% of the funded cost of living adjustment (COLA) contained in the 2023-2024 final State Budget Act. This projected COLA is currently 3.61%; therefore, if this is the final state-funded COLA for the 2023-2024 school year, the 2022-2023 salary schedules would be increased by 3.07% effective July 1, 2023.
b. If the funded percentage cost of living adjustment (COLA) contained in the 2023-2023 final State Budget Act exceeds 3.61%, the salary schedule shall be increased by an additional 80% of the additional percentage COLA increase.
    i. For example, if the final funded COLA received by the District is 4% for the 2023-2024 school year, the difference between this figure and 3.61% is .39% and 80% of this difference is .312%. Therefore, the 2021-2022 salary schedules will be increased by 3.38% (3.07% + .312% = 3.38%) effective July 1, 2023.
    ii. If the COLA on the State Adopted Budget is 3.61% or less the salary schedule in the 2023-2024 shall be increased by a minimum of 3.07%.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

2024-2025 School Year: Salaries for the 2024-2025 school year shall be subject to successor negotiations according to Article 23 of this Agreement.

c. Eleven (11) payroll checks will be issued to ten (10) month employees working August through June.

The District agrees to pay each employee a contribution to PERS (Public Employees Retirement System) effective 9/1/86 not to exceed 7% of each employee's gross wages.

14.2 PROBATIONARY EMPLOYEES

Probationary employees shall be placed on the appropriate level of the salary schedule as determined by the District. However, if a new probationary employee is placed other than on the first step (A1), all employees with the same experience and qualifications in the same classification who are on a lower step shall be raised to the same step as that employee. All employees placed on the first step of the salary schedule shall, after completion of the probationary period, be moved to step A2. At the completion of one (1) year of service to the District, the employee will be eligible for Step B.

14.3 LONGEVITY INCREMENT PAY

Payment of the longevity increment pay shall be based on the employee's anniversary date and shall be part of the employee's annual salary. The District agrees to compensate long service employees in accordance with schedules attached as a part of this Agreement.

14.4 LOST CHECKS

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, shall be replaced not later than five (5) working days following the employee's demand of the payroll department for replacement of the check.

14.5 PAYROLL ERROR

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provides notice to the payroll department.

14.6 LEAP YEAR

During a Leap Year, when February 29th falls on a regular work day, the District shall make the necessary adjustments to eleven (11) or twelve (12) month employee work calendars or eleven (11) and twelve (12) month employees shall be compensated for the additional time.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 15 – PROFESSIONAL GROWTH PROGRAM

This Professional Growth Program is adopted to encourage bargaining unit members to develop their competencies and enhance their ability to contribute.

Professional Growth involves:

a. A continuum, which supports the development of highly effective professional practices and actions;
b. Collaborating and learning to support the achievement of District goals (e.g. Local Control Accountability Plan (LCAP), Single Plan for Student Achievement (SPSA), Educational Technology Plan); and
c. Expanding the capacity of bargaining unit members through specialized training, formal education, or advanced professional learning to address needs of each student in every classroom.

15.1 DEFINITIONS

15.1.1 RELATED COURSE

A course dealing with subject matter related to a position occupied by the employee which may be deemed beneficial to the District through the application of the subject matter. Courses designed to give employees a chance to improve their knowledge and understanding of how to serve students and families are included.

15.2 PARTICIPATION PROCEDURE

15.2.1 PROFESSIONAL GROWTH OPTIONS

a) Professional Development Catalog
   i. The District will develop and produce a Professional Development Catalog.
   ii. The Catalog will provide unit members with choices – e.g., trainings, workshops – the completion of which will qualify for professional growth units as designated.
   iii. The District will develop and periodically conduct a survey of unit members to obtain feedback and recommendations regarding the choices and options offered in the Catalog.

b) A Professional Growth Increment, "semester units/credits" may include a combination of:
   i. Completion of hours of attendance through pre-approved Internal Professional Growth Opportunities.
   ii. Completion of pre-approved units from an accredited college or university.
   iii. Completion of pre-approved adult education coursework.
   iv. Completion of pre-approved external training program.

15.2.2 INTENT TO PARTICIPATE

Unit members desiring to participate shall submit a "Declaration of Intent" notice (appendix E6) one month prior to the course commencing stating:

a) The course title, number, and institution to be attended; or training series or adult education course.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

b) The objective in taking the internal professional growth opportunity, course, external training program, or adult education course, to include the number of units or class hours to be completed or the objective in completing a training series.
c) A detailed description for each proposal shall be attached to include how the professional growth opportunity aligns with and supports the work of the employee within the District.

The Declaration of intent shall be sent to the Human Resources Office, (HRO) not later than one month prior to the commencement of the course and/or training series. This time period may be shortened upon notification to the Supervisor, and signed by the Human Resources Department.

15.2.3 APPROVAL OF COURSES

All courses, training series approved hereunder shall be job or degree related, as determined by the Human Resources Office in order to be applied to an increment award.

15.2.4 COMPLETION OF UNITS

As approved internal professional growth opportunities, courses, training programs, or adult education courses are completed; the employee shall submit official transcripts and/or certified training completion certificates or other official documents to the HRO. Certificates of attendance at internal professional growth opportunities, training programs or adult education courses shall indicate total hours of attendance.

When all units for a professional growth increment are completed and received by the HRO, a review and approval of the increment will be administered. The HRO will submit a change of status ("Personnel Requisition") to the Business Office indicating approval of additional compensation for professional growth increments. Certificates, grade cards and transcripts shall become a permanent part of the employee's personnel record.

15.2.5 DEADLINE FOR SUBMISSION OF PROOF OF COMPLETION

Grade cards, official transcripts and certificates of completion shall be submitted to the HRO as soon as possible after completion of courses and training series, but not later than June 15th.

15.3 AWARD OF COMPENSATION INCREMENT

Compensation increments shall become effective on July 1 following verification and shall not be retroactive. Laid off employees shall receive earned professional growth increments upon re-employment on a pro-rata basis if less than a full year will be worked upon return.

15.3.1 PAYMENT OF UNITS

Payment of awards shall be made in equal monthly increments, beginning with the July 1 pay period of the year for which the increment is approved.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

15.3.2 METHOD OF PAYMENT

Part-time employees will receive pro-rated amounts as their number of hours bear to full-time equivalents. Compensation shall begin each July 1 for twelve (12) month employees and each August 1 for ten (10) and eleven (11) month employees.

15.4 CREDIT FOR UNITS EARNED

15.4.1 COLLEGE COURSE UNITS

Credit for college level courses will be granted on the basis of semester units. A one (1) unit college course equals one (1) increment unit. Passing grades of "C" or better will be required. Quarter units will receive 2/3 credit. (See Appendix E5)

15.4.2 NON-COLLEGE UNITS

Credit for non-college courses, internal professional growth opportunities, pre-approved training programs and adult education courses will be granted as follows:

Total Class Hours	Units Earned
8	1/2
11-15	1
16-23	1 1/2
24-31	2
32-40	2 1/2
41-49	3
50 or more	3 1/2

15.4.3 INCREMENTS ARE PERMANENT

Increments once earned shall be permanent and shall be paid in addition to step, longevity, across-the-board or promotional raises.

15.5 UNIT REQUIREMENT

Nine (9) units, or the equivalent, shall be required for a professional growth increment.

15.6 UNIT LIMITATION

No more than nine (9) units may be approved for credit. Units taken shall accrue from year to year towards an increment.

15.7 INCREMENT VALUES

Equivalent Units Completed	Increment Paid
Nine (9) Units	$500

These amounts will be pro-rated and paid monthly.

Employees may earn up to five (5) total increments, one (1) increment for each nine (9) units earned.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

15.8 RIGHT TO APPEAL

Unit members shall have the right to appeal any decision made by the HRO. A request for a hearing shall be submitted in writing to the Superintendent. The appeal will be heard by the Superintendent, whose decision in the matter shall be final.

15.9 MAXIMUM PARTICIPATION

The number of employees participating in any one (1) year shall not exceed fifty percent (50%) of the members in the bargaining unit, with consideration given to a fair representation from each class. The number of employees participating in any one (1) year for the bachelor's degree increments shall not exceed ten percent (10%) of the members in the bargaining unit.

15.11 STAFF DEVELOPMENT COMMITTEE

A staff development committee composed of representatives from both CSEA/Association and management (three management, four CSEA) will formulate staff development priorities annually. This program will address all classifications.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 16 – VACATION PLAN

16.1 ELIGIBILITY

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis July 1 through June 30.

Probationary employees may take vacation that is earned with the approval of the District.

16.1.1 VACATION SENIORITY

Vacation requests shall be submitted by eleven (11) and twelve (12) month employees to their immediate supervisor. Based upon seniority the supervisor shall prepare a vacation calendar and schedule. The senior employee shall select one (1) vacation period, followed by the other employees in order of seniority. When all employees within a classification under the supervisor have selected their vacation choice, employees having time remaining may, by seniority, choose a second vacation period. After this second selection, an additional vacation period, if desired, shall be arranged with the supervisor. The minimum scheduled vacation period shall be one (1) working day. No employee may exercise seniority to select a vacation block of more than twenty (20) vacation days.

16.2 PAID VACATION

16.2.1 Ten Month employees: Earned vacation for ten-month employees shall be included as part of the employees' regular monthly pay warrants (1 vacation day per month at the employee's regular rate of pay).

{Note: this language codifies long standing practice}

16.2.2 Eleven and Twelve-month employees:

16.2.2.1 Paid vacation for eleven and twelve month employees, mutually agreed to by the supervisor and employee, may be taken in the fiscal year in which it is earned, preferably during the periods when school is not in session.

16.2.2.2 All vacation plans shall be mutually agreed upon by the employee and supervisor by May 31. This plan shall include any agreement to allow taking carry over vacation in July and up to August 31 (section 16.2.2.4) as well as the plan for the following fiscal year. All days earned, in excess of the carry over days specified in section 16.2.2.4, shall be included in the current fiscal year vacation plan.

16.2.2.3 If a mutually agreed upon plan is not possible, the employee shall be notified before May 31 and have the days in excess of the carry over days specified in section 16.2.2.4 paid out at the end of the following fiscal year on the July supplemental check.

16.2.2.4 Eleven and/or twelve-month employees may carry over eleven or twelve days respectively and by mutual agreement may take vacation in July and up until August 31st. In no event shall any employee maintain carryover days in excess of eleven or twelve days for eleven or twelve-month employees respectively.

16.2.2.5 With written supervisor approval, submitted vacation plans may be modified after initial approval.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

16.2.2.6 The District shall make the District Policy on Vacation Calendars available to bargaining unit members upon request and may post it on the District's website or include it in an employee handbook. The District will notify the Association of any changes to the policy.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

16.3 ACCUMULATION

Effective July 1, 1999, vacation time shall be earned and accumulated in accordance with the following schedule. Commencing with the twentieth year of service, one additional day of vacation shall be earned and accumulated for each additional year of service, not to exceed a maximum of twenty-five (25) days at the completion of twenty-four years of service.

TWELVE MONTH EMPLOYEES

1 through 4 years = 12 days vacation per year
5 through 9 years = 16 days vacation per year
10 through 14 years = 19 days vacation per year
15 through 19 years = 21 days vacation per year
20 years and above = 23 days vacation per year plus one additional day of vacation for each additional year of service after 20 years not to exceed a maximum of 25 days.

ELEVEN MONTH EMPLOYEES

1 through 4 years = 11 days vacation per year
5 through 9 years = 15 days vacation per year
10 through 14 years = 18 days vacation per year
15 through 19 years = 20 days vacation per year
20 years and above = 21 days vacation plus one additional day of vacation for each additional year of service after 20 years not to exceed a maximum of 24 days.

TEN MONTH EMPLOYEES

1 through 4 years = 10 days vacation per year
5 through 9 years = 13 days vacation per year
10 through 14 years = 16 days vacation per year
15 through 19 years = 19 days vacation per year
20 years and above = 19 days vacation plus one additional day of vacation for each additional year of service after 20 years not to exceed a maximum of 22 days.

16.4 VACATION PAY

Vacation pay shall be granted at the regular rate of pay earned at the time that vacation is commenced.

16.5 VACATION PAY UPON TERMINATION

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. This amount shall be paid at the final rate of pay and much be included in the employee's final paycheck.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

16.6 VACATION POSTPONEMENT

If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, or he/she may elect to receive compensation for all vacation earned and accumulated during the fiscal year.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 17 – HOLIDAYS

17.1 SCHEDULED HOLIDAYS

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Day	February 12 or alternate
President's Day	Third Monday in February
Spring Vacation	1/2 day Friday of the week of spring recess
Memorial Day	The last Monday in May
Juneteenth National Independence Day	June 19
Independence Day	July 4
Labor Day	The first Monday in September
Veteran's Day	November 11
Day before Thanksgiving	Wednesday Prior to Thanksgiving
Thanksgiving Day	The Thursday proclaimed by the President, and the following Friday
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

17.2 ADDITIONAL HOLIDAYS

"Every day appointed by the President, or the Governor of this state, as provided for in subdivisions (b) and (c) of Section 37220, for a public fast, thanksgiving or holiday, or any day declared a holiday under Education Code Sections 1318 or 37222 for classified or certificated employees who are normally required to work during that period." The District will honor Juneteenth as a Federal holiday for as long as it is recognized by the Federal Government as such.

Employees who work between September 1 and June 30 shall not receive pay for the July 4 or Juneteenth holiday, unless said employees work the workday before or the workday following the holiday, i.e., summer school.

17.3 HOLIDAYS ON SATURDAY OR SUNDAY

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday. (Ed. Code Section 54203)

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 18 – LAYOFF AND REEMPLOYMENT

18.1 DEFINITIONS

18.1.1 Employee: is any person holding a position of employment within the bargaining unit.

18.1.2 Layoff: is an involuntary reduction in hours or separation from a position of employment, except for disciplinary cause and resignation, which is due to lack of funds or lack of work. The issue of lack of funds or lack of work shall not be grievable. The District shall not use non-bargaining unit members to perform the work of laid off bargaining unit members.

18.1.3 Class: is any group of classifications sufficiently similar in duties, responsibilities, and minimum qualifications.

18.1.4 Classification: Classification consists of a job title, a regular minimum number of assigned hours per day, days per week, months per year, salary range and benefits, minimum qualifications, and a statement of the specific duties and responsibilities required of each such classification.

18.1.4.1 Position: A work site location.

18.1.5 Seniority hall be based on the initial date of hire in a regular, not substitute, position in the classification plus higher classifications.

18.1.7 Voluntary Layoff: is the employee's written consent to a reduction of hours, or assignment to a lower classification in lieu of layoff. Any employee who volunteers for a reduction in classification shall be placed on the appropriate step as if there were no break in service.

18.2 LAYOFF RIGHTS

Any employee whose position is eliminated or who is laid off shall be able to exercise the following rights:

To bump into any position in the same, equal, or lower classifications within the class from which the layoff is being enacted in which the employee has greater seniority than the incumbent (thereby displacing the incumbent).

Employees can also bump (according to seniority) into other classifications of other classes in which they have attained either probationary or permanent status.
Any employee displaced by a fellow employee with greater seniority shall be able in turn to exercise the bumping and reemployment rights provided in this Article.
First choice by seniority after transfers to vacancies which occur in the same, equal, or lower classification in the class from which the employee was laid off.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

First choice by seniority after transfers to vacancies which occur in the same, equal, or lower classifications in a class in which the employee has previously achieved probationary or permanent status.

The right to receive preferential consideration over all other equally qualified applicants for any vacancy within the bargaining unit by seniority.

To continue to receive health and welfare benefits at the employee's sole expense payable monthly in advance to the District provided it is permitted by the insurance carriers.

To have all earned pay, unused accrued compensatory time, and unused accrued vacation time paid to the employee no later than the next regular payroll after the effective layoff date.

To be placed by seniority on a substitute list for any classification in which they have re-employment rights.

18.3 APPLICATION

18.3.1 The order of layoff shall be based on the employee's seniority within the district-wide classification. The employee with the least seniority (after voluntary reduction, reassignments, and retirement) will be laid off first. The order of layoff shall be in reverse order of seniority.

18.3.2 If two or more employees have equal seniority, the order of layoff shall next be based on total District seniority and if that total is equal, the tie will be broken by lot. The Chapter President, the affected employees, and the Superintendent or designee shall be present.

18.3.3 Prior to sending notices of layoff, the District shall offer employees serving in classifications whose hours are to be reduced the opportunity to voluntarily consent to a reduction in hours in lieu of layoff.

18.3.4 Prior to sending notices of layoff, the District may offer an employee serving in a classification/position to be eliminated the opportunity to voluntarily consent to reassignment in lieu of layoff.

18.4 NOTICE

18.4.1 A written notice of layoff for the upcoming school year shall be given to permanent employees prior to March 15th annually. If classified employees are being laid off because of the expiration of a specifically funded program, the District shall provide written notice of the layoff during the school year at least sixty (60) working days prior to the effective date of the layoff. (Ed. Code Section 45117 (g)

18.4.2 CSEA/Association shall receive a list of all employees to be laid off and a copy of the Board's layoff resolution two (2) days prior to the date layoff notices are served on

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

the affected employees. Upon request by CSEA/Association, the District shall meet with CSEA/Association to discuss any claimed violation of this Article.

18.4.3 Final written layoff notices to those permanent classified employees subject to layoff due to lack of work or lack of funds shall be served before May 15th. (Ed. Code Section 45117 (c) (3) (A))

18.5 REEMPLOYMENT RIGHTS

18.5.1 Laid-off employees shall be placed on a re-employment list in reverse order of layoff and shall remain on said list for no less than thirty-nine (39) months except for employees who voluntarily accept reductions in hours or classification in lieu of layoff who shall remain on the re-employment list for a period of no less than sixty-three (63) months.

a. Re-employment shall be in reverse order of layoff. Employees shall be hired from the re-employment list in preference to any other hiring for vacancies in the same, equal or lower classification in the class which the employee has achieved probationary or permanent status subject to section B. (Education Code 45298)

b. If a vacancy occurs in an equal or lower class an employee who has been laid off shall be temporarily assigned to the vacant position (Ed. Code 45298). Within five (5) days the vacancy may be offered and filled by a more senior employee and the laid off employee shall fill a position vacated by the transfer(s). If no employees express a desire to fill the position, then the laid off employee shall assume the position.

18.5.2 Persons on the re-employment list shall be offered employment on the basis of highest seniority. Such persons shall be offered employment as vacancies occur in the same, equal or lower classifications in the class from which they were laid off and in the same, equal or lower classifications in the class in which they have achieved probationary or permanent status.

18.5.3 Employees who personally receive notices of re-employment shall have five (5) working days to respond.

18.5.4 Employees notified by certified mail shall have eight (8) working days after the notice has been sent by the District to their last address of record by certified mail to respond to a notice of re-employment.

18.5.5 An employee may elect to designate a CSEA/Association Job Steward to respond to re-employment notices by filing with the District Human Resources Office a copy of the form attached to this Agreement as Appendix E at least one (1) week in advance of the date on which the authorization takes effect.

18.5.6 If the employee accepts re-employment, they shall have no more than fourteen (14) days from the date of response in which to report to work.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

18.5.7 Upon re-employment, employees shall have all leaves computed on the same basis as they were calculated on their behalf prior to their layoff.

18.5.8 Any employee who elects service retirement in lieu of layoff through the Public Employee Retirement System (PERS) shall be placed on the appropriate re-employment list and be entitled to all re-employment rights provided under this Article. The District shall notify the Board of Administration of the PERS that the retirement was a result of a bona fide layoff. If the employee accepts re-employment in an appropriate vacancy, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.

18.5.9 No employee shall be laid off while individuals serving in CSEA positions in the same class are retained, unless the employee declines the assignment.

18.6 UNEMPLOYMENT

The District agrees not to contest the Unemployment Insurance claim of any eligible laid off employees.

18.7 SENIORITY LIST

The District shall provide the CSEA/Association President with a seniority list annually, and at least thirty (30) days in advance of the effective date of the layoff of classified employees. The list will consist of the names of the classified employees, dates of employment, hours in paid status in their classifications plus equal and higher classifications in the class(es) in which the employees have achieved probationary or permanent status.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 19 – HEALTH AND WELFARE BENEFITS

19.1 Effective October 1, 2021 the District will pay up to $661.38 per month for full-time unit member with no dependents, $836.38 for full-time unit members with one (1) dependent and $1,011.38 for full family coverage.

All employees in the bargaining unit who work at least four (4) hours, but less than six (6) hours per day, shall be covered under the programs provided in this article on a pro-rata basis as their hours relate to a full-time twelve month employee. Enrollment in the insurance programs shall be on the first of the month following the eligibility requirements.

Employees hired prior to February 23, 1981 and working four (4) hours or more per day:

HOURS PER DAY	PERCENTAGE
4.00	50%
4.01 – 5.00	62.5%
5.01 – 5.99	75%
6.00	100%

19.1.1 The amount stipulated for benefits shall be paid to C.V.T. In no manner shall the terms and conditions contained herein conflict with those set by C.V.T. C.V.T. shall determine exclusions, including limitations and deductibles, which may include but shall not be limited to: medical and dental benefits; hospital care; prescription drug coverage; and vision care.

19.2 Any current employee who becomes eligible for coverage under this Agreement shall be deemed to permanently meet the eligibility requirements and continue to receive paid coverage, notwithstanding any subsequent involuntary reduction in the employee's hours.

19.3 Part-time employees eligible to receive benefits on a pro-rata basis shall be subject to such terms and conditions as may be set by C.V.T.

19.4 Disability Insurance (SDI), or equivalent coverage, shall be provided for unit members.

19.5 The District and CSEA shall form a new health benefits committee under the following terms and conditions:

19.5.1 In order to contain or decrease the cost of health benefits while maintaining or improving coverage for unit members, the District and CSEA will work constructively to reduce the overall cost of providing benefits to the unit members through the following measures.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

19.5.2 The purpose and focus of the Committee shall be to seek ways to reduce the underuse, misuse and overuse of health care resources encouraging unit members to be actively involved in their own health care, to establish cost effective benefits, to review the benefit plans and recommend changes, to recommend coverage levels, and to seek cost containment through plan changes, including the cost effectiveness of consultants, co- pays and other plan changes while continuing to provide the best quality healthcare for workers available.

19.5.2.1 The Committee will convene lo later than September 30,2022 to develop the plan to reduce health care costs. The Committee shall complete their recommendations no later than December 31, 2022. The Committee shall elect a representative to present the proposed changes to the negotiating teams with all pertinent data.

19.5.2.2 Timelines may be extended by mutual agreement.

19.5.3 In all future years, any provider plans selected by CSEA-Chapter 6 and its members must continue to include a "Bronze Plan" option, which meets the ACA requirements for a minimum level of medical only coverage. The District will continue to cover the "Bronze Plan" for Employee Only coverage for the duration of this agreement.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 20 – THREATS AND ASSAULTS

The safety of all employees is a concern of the District. All employees should be able to work in an environment free of any threats against their physical safety or assaults. Any employee who is threatened while performing his/her duties for the District should at the earliest possible time report such threat to his/her supervisor. Employees should be able to provide the following information:

Name of person making the threat;

The precise statement made in the threat;

The date, time, and place the threat was made; and,

The names of all other persons who were in a position to hear the threat.

Employees who are assaulted have a right to use reasonable force under the circumstances to protect themselves from physical injury. The District will make every effort to assist employees who have been either threatened or assaulted while acting in the discharge of their duties.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 21 – KID ZONE AND STATE PRESCHOOL PROGRAMS

Although this contract applies to bargaining unit members who work in these two programs, there are some sections that have been negotiated specific to this group of employees in recognition of the program funding model. This article reflects the agreements under those sections as they relate to bargaining unit members working in the Kid Zone and State Preschool Programs.

The District and the CSEA/Association agree to review the fiscal state of the programs each year and to negotiate how best to divide program monies available for compensation and benefits. The District and the Association recognize that these programs must function solely within their own fiscal resources. Assistants will be paid according the appropriate salary schedule listed in Appendix A4 or A5.

The Longevity Increment contract provision does not apply to bargaining unit members working in these programs, nor does the provision for Shift Differential contained in contract section 8.11.

The District agrees to pay Health and Welfare benefits for employees as specified in contract section 19.1.

Vacation time for this group of employees shall be earned and accumulated at a rate of one day of vacation for each month of service, not to exceed twelve days per fiscal year. No higher rate of vacation accrual applies.

Employees of these programs receive the following paid holidays: December 31, January 1, Martin Luther King Jr. Day, President's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day and the day following December 25 plus one day.

CSEA and the District recognize that program regulations require very specific staffing ratios be maintained. In balancing these strict staffing ratio requirements with program fiscal solvency, it sometimes becomes necessary to employ temporary/intermittent program assistants. Persons employed in such a manner will be termed short term employees and will not be included as part of the classified service. Should such persons be employed for 20 consecutive days, CSEA and the District will review the employment status of the individual for possible inclusion in the classified service.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 22 – TRANSPORTATION HANDBOOK

22.1 PRE-TRIP AND POST-TRIP TIME

30 minutes for Transit Bus (Big bus) or 15 minutes for Mini-bus *for Pre-Trip time,* and 15 minutes for all buses *for Post-Trip time*.

22.2 ROUTE ASSIGNMENTS

1. Routes will be posted as early as possible prior to route bidding. All drivers will be notified of the date of posting.

2. Bidding of routes shall occur two (2) days prior the start of students returning to school.

3. Each driver in order of seniority shall be offered an opportunity to select the route of their choice.

4. All selections shall remain in effect for the school year unless conditions require a change or if a driver requests, in writing, to surrender all or part of their routes.

5. Bus selection will be in order of seniority subject to reasonable logistical and bus capacity considerations and the needs of the District.

6. If such voluntary surrender takes place on an entire route, or if a driver is expected to be absent for one hundred (100) days or more, then such route shall be posted for not less than five (5) days, subject to bid by any and all qualified drivers.

7. Short term vacancies or voluntary surrender of a part of a route of two (2) hours or less shall be temporarily filled by a substitute or assigned to a route by the Transportation Director, taking into consideration the following: seniority, ability to fit the driver's current assignment without exceeding eight (8) total hours.

8. Trading of routes or buses shall not be permitted by any driver.

9. The Administrator overseeing Transportation may make either temporary or permanent changes in a driver's assignment but such changes shall not result in any reduction of hours for such drivers. (SEE TEMPORARY SPECIAL EDUCATION RUN EXCEPTION) Such changes shall not be arbitrary or capricious in nature, or without valid reason.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

22.3 TEMPORARY SPECIAL EDUCATION RUN EXCEPTION

1. Special Education runs which become available after bidding for regular routes is completed will be offered to drivers in order to increase their assigned time. Offering of the runs shall be done in accordance with this Agreement and past practice. However, the following shall apply:

2. If a Special Education run fitting the terms specified in section 1 above is subsequently canceled, the District may reduce the assigned time of the driver assigned to the specific run without negotiations provided that:

    a. The reduction will not exceed the allotted time of the Special Education run;

    b. Elimination of the Special Education run will not reduce the hours (including fractions of hours) of the driver below the base hours that are reflected on the action data, just prior to the addition of the Special Education run.

    c. This agreement is intended to address temporary Special Education runs, the duration of which legitimately cannot be anticipated and which may not continue to the close of the school year, or (if established early in the school year) will not last the duration of the school year. The District may not, therefore, do either of the following:

        c-1. Fail to include regular Special Education routes which do not fit the definition above as a part of the regular runs put up for bid~~s~~.

        c-2. Violate, misuse, or misapply the provisions of this agreement in order to avoid negotiations regarding the decision to reduce hours and/or to circumvent the layoff provisions of the contract.

    d. Special Education runs, as specified in this agreement, once established, shall be eliminated only when rationale for such is verified by district Special Education Department.

    e. When a driver is precluded from bidding a regular run or other additional hours because of an additionally assigned Special Education run; and subsequently the Special Education run is eliminated; that affected driver shall be allowed to bump into the regular run or other additional hours which were available but he/she previously could not bid.

22.4 SUMMER BUS ROUTES

1. Summer school drivers shall be allowed to select their routes in accordance with seniority just as the bus drivers do for the regular school year.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

2. Summer school drivers will be assigned the bus that they had driven during the prior regular school year. Exceptions to this are when capacity or special equipment needs arise.

3. All sign-ups for summer school shall be completed in May. Names of all drivers who sign up shall be posted on the bulletin board in order of their seniority.

4. All remaining drivers on the list shall be called when needed, in their order of seniority.

5. Drivers that choose to drive for summer school shall drive the entire summer school schedule. Exceptions for time off requests will be subject to availability of a sub driver and approval of the Director.

22.5 FIELD TRIP ASSIGNMENT PROCEDURES

A. WITHIN EIGHT (8) HOUR REGULAR ASSIGNMENT

1. Additional trips outside of an employee's "bidded" home to school route but within an employee's eight (8) hour assignment will be assigned based upon the following process:

   a. The time in which the transportation must be provided as indicated on the trip request.
   b. Individuals will be identified from current assignments who are available to cover the request outside of their normal home to school route.
   c. Individuals will be assigned from the group of available drivers identified in (b) to the trips based on seniority, with the most senior driver being assigned first, until all available drivers have been assigned.
   d. If a need for additional drivers remains, they will be assigned according to the process outlined in Section B of Field Trip Assignment Procedures.

B. OUTSIDE OF EIGHT (8) HOUR REGULAR ASSIGNMENT

1. Any driver who wishes to be assigned trips shall so indicate annually, prior to school starting each fall. Any driver may request, in writing, to have his/her name removed from such list at any time, however, once removed such name shall not be placed on the list again during the same school year unless authorized by the Director of Transportation.

2. Field trip time shall normally start thirty (30) minutes prior to scheduled departure time from school. This allows fifteen (15) minutes travel time and fifteen (15) minutes preparation time. Field trip time normally ends thirty (30) minutes after arrival back to the school. This allows fifteen (15)

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

minutes to travel time back to the bus yard and fifteen (15) minutes clean up time. (Note the following 3 exceptions)

A. Mid-Day Exception: When the field trip goes directly from or to a regular bus run in which case your time would go straight through.

B. Weekend Exception: When the field trip falls on a weekend the driver is allotted forty-five (45) minutes prior to the scheduled departure time and thirty (30) minutes after arrival back to school.

C. Yard Departures: When the field trip is the first run of the day the driver is allotted forty-five (45) minutes prior to the scheduled departure time and thirty (30) minutes after arrival back to the school.

3. All buses on the same trip going to the same destination at the same time shall travel together at all times. When traveling in caravan you are responsible for the bus BEHIND you. Keep the bus constantly in sight and maintain a safe travel distance.

4. Additional time paid over and above a normal working day (calculated at straight time) shall be used to determine trip assignments. Field trip time in excess of eight (8) hours will be credited on an hour for hour basis except for pay purposes.

5. The driver who has the least accumulated time at the end of each week shall be assigned the trip with the most hours for the following week. The driver with the second least amount of time, the trip with the second most hours, etc.

6. If a driver has been off work for any reason and the driver's accumulated time drops below the lowest number of hours upon their return, that driver shall be credited for the lowest accumulated time for the following week.

7. In case a driver gets too far behind in time, such driver may be more than one trip per week.

8. Any field trip refused will be charged the same as if the driver had actually driven such trip.

9. Drivers will not be charged for Field Trips done during holiday breaks (Thanksgiving, Christmas, and Easter). The holiday break for Thanksgiving begins Wednesday through Sunday. Christmas and Easter break begins the Monday vacation starts and ends the day school resumes. Trips assigned out during these holiday breaks will be on a seniority basis

10. If a driver has not worked the day of the trip because of illness, any assigned

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

trip shall not be given to such driver, nor shall the time be charged as a refusal.

11. Drivers absent because of illness on a Friday afternoon will not be permitted to drive a Field Trip the following Saturday or Sunday.

12. The office must be notified as far in advance as possible if you do not wish to drive a particular trip so that the driver who does drive such trip has as much advance notice as possible.

13. Newly employed drivers shall become eligible to drive trips after having served a probationary period of six months. Experienced drivers who have driven more than three (3) months for another school district or contractor shall be required to serve only a three (3) month probationary period. A probationary period shall commence on the date of hire as listed on the minutes of the Governing Board as either regular part-time Bus Driver or a Substitute Bus Driver.

14. The Field Trip Drivers List will not take any additional applicants the last 60 days of school.

15. At the conclusion of the required probationary period any driver who wishes to be included on the Trip List shall notify the Director in writing. The Director or trainer shall, certify him/her to be included on the trip list.

16. When a new driver becomes eligible for the Trip List, such driver shall immediately be charged with the average time that all other trip drivers have accumulated as of that date.

17. Time shall be computed weekly and accumulated on a school year basis.

18. Any time a driver refuses three (3) consecutive trips, such drivers name shall be removed from the trip list for the remainder of that school year.

19. The Director shall retain the prerogative of making special assignments when such assignments are in the best interests of the drivers, the district, the students or safety.

20. If a driver is notified less than twelve (12) hours prior to a trip it does not count as a refusal.

22.6 DRIVER TRAINING AND LICENSING

A. Every driver shall be required to maintain the proper license and certificates at all times.

B. Required Driver's Physicals may be performed by and qualified doctor. The District will reimburse the employee for the cost of the required physical. The reimbursement rate will

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

be indexed to the current rate charged by "Doctors-on-Duty". The payment shall be made to the employee within thirty (30) days after he/she submits a reimbursement claim with proof of expense.

C. Time for training for initial license shall not be paid unless driver maintains their employment for at least one year. A limit of twenty (20) hours would then be paid for the training.

D. Drivers will be paid for ten (10) hours of classroom and five (5) hours of behind the wheel to renew their existing license or certificate (if set training falls within the employee's normal duty day no additional compensation will be granted).

E. Certificate renewal fee shall be paid by the district.

F. A $1,000.00 annual Tool Allowance will be paid to the Lead Journeyman Mechanic, Journeyman Mechanic and Vehicle Maintenance Mechanic for the purpose of replacing and or servicing tools that are owned by these unit members and used on District vehicles. The allowance will be processed and paid on a supplemental check before the fiscal year closes. {Note: this language codifies long standing practice}

22.7 SENIORITY

A. Seniority will be established in two ways:
   a. In accordance with the Education Code: to be used only in case of layoffs, a list will be established and maintained based upon hours of service to the District.
   b. A list to be used for driver selection of home-to-school routes and the assignment of extra trips will be established based upon the date of employment as a regular driver by the District.

B. Substitute bus drivers shall not accrue seniority.

C. Regular drivers shall be given first options on a seniority basis for substitute assignments, if both assignments do not exceed a daily total of eight (8) hours.

D. PAYMENT POLICY
   1. Minimum time rule
      a. In order to insure fair compensation for service rendered, all regular and substitute drivers will be credited with a minimum of two (2) hours for turnout on night and weekend trips.
      b. All runs to be set to a minimum of one (1) hour turnout time.
      c. Additional time may be available upon authorization of Transportation Director for cleaning buses or other related assignments.
      d. Daily assigned hours will be computed to the nearest ¼ hour.

   2. Split shifts
      a. The District will pay layover time not exceed thirty (30) minutes between runs, or between regular runs and field trips.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

3. Sleeping Time
    a. Drivers will not be reimbursement for sleeping time on overnight special trips. Lodging will be provided.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

4. Meal Policy
    a. In order for school bus drivers to reimbursement for the cost of meals while on fields trips out of the District the trip schedule shall require the driver to be on duty according to the following schedule:

	ON DUTY	and	RETURN TIME
BREAKFAST	6:00AM		9:00AM
LUNCH	11:00AM		2:00PM
DINNER	5:00PM		7:00PM

5. Meal Reimbursement

    a. Reimbursement for meals will be processed as part of the trip and does not require receipts. The meal reimbursement allowance rate will be indexed to that of the District Expense Reimbursement Schedule BP#3316.

BREAKFAST	$ 5.50
LUNCH	$ 9.50
DINNER	$ 17.00

22.8 DRUG AND ALCOHOL TESTING PROGRAM

A. TRANSPORTATION EMPLOYEE TESTING ACT

The following is in compliance with the Transportation Employee Testing Act of 1991 and its accompanying regulations. The provisions of this ACT and this contract language apply to substitute, probationary, and permanent employees with the regard to prohibited behaviors and testing. Disciplinary action as outlined herein applies to permanent employees and at the District's discretion may or may not applied substitute and probationary employees based upon the District's decision concerning continued employment. Employees to whom these regulations apply include school bus drivers, those employed to maintain and service school buses, and any other employee who may be hired to drive a commercial motor vehicle as defined by the Federal Highway Administration regulations.

a. Safety-Sensitive Positions

- Mechanic
- Service person
- Dispatcher
- Service Helper
- Bus Driver/Trainer/Instructor
- Bus Driver, substitute, probationary, permanent

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

- Any other employee hired to drive a commercial motor vehicle or otherwise falls under the provisions of the Act.

b. Regulated Behaviors

- Such employees shall not be permitted to work if the supervisor has reasonable suspicion that they are a threat to the safety of themselves and others.
- Such employees shall not report for duty or remain on duty while having a blood alcohol concentration of 0.01 or greater, nor if the employee tests positive for a controlled substance.
- Such employees shall not be on duty or operate a commercial vehicle while possessing alcohol or a controlled substance, which is not prescribed by a physician for that employee. Such prescription must not adversely affect the driver's ability to safety perform their duties.
- Such employees shall not use alcohol or a controlled substance while performing safety sensitive functions nor shall they perform such functions within four hours after using alcohol or a controlled substance.
- Such employees who are required to take a post-accident alcohol test shall not use alcohol for eight hours following the accident or until he/she undergoes a post-accident alcohol test, whichever comes first.

  Violation of these regulated behaviors can result in employee discipline and/or dismissal.

c. Required Testing

Federal regulations require pre-employment drug testing and drug and alcohol testing at random, in cases of reasonable suspicion, post-accident, at return to duty, and as a follow-up.

The alcohol and controlled substance initial and confirmatory testing process shall be in accordance with United States Department of Transportation Procedures. Substances tested for include:

- Amphetamines and Methamphetamines
- Cocaine
- Cannabinoids (THC)
- Opiates (Narcotics)
- Phencyclidine (PCP)
- Alcohol

d. Costs of Testing

The District will pay for testing as provided through its participation in any testing consortium. If the District incurs additional costs for retesting, return-to-duty testing, post-accident testing or follow-up testing and such test produces a positive result, the employee shall be responsible for payment.

e. Disciplinary Action

i. If testing for alcohol is positive with a blood alcohol level between 0.01 and 0.039 the employee shall receive a written warning concerning his/her

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

problem. Additionally, the employee shall be informed of any other actions which could follow and he/she shall be placed on the sick leave for the remainder of the day. The employee shall not return to duty until the next regularly assigned duty hours (24 hours). If the prohibited behavior continues the employee will be referred to the Director of Human Resources, who, after consultation with the CSEA, require the employee to participate in the Employee Assistance Program. Retesting shall occur within twenty-four hours prior to the employees return to work.

a) Any further such test result shall result in the employee being disciplined according to district policy and contract provision and may result in dismissal.

b) The employee shall not be permitted to drive home or elsewhere in any vehicle if testing reveals a blood alcohol level of 0.01 or above. The District shall offer advice or assistance in this circumstance.

ii. If testing for controlled substance reveals a blood alcohol level of 0.04 or above or is positive for drugs, the employee shall be suspended without pay. The employee may choose to utilize earned sick leave. Further, the employee shall be required to report immediately to the Employee Assistance Program for evaluation. Refusal to participate in the evaluation and any resulting required programs shall cause the employee to be disciplined and may include dismissal. Employees who test positive for drugs and/or alcohol at the 0.04 or above level shall be required to submit to periodic testing while participating in, and for a period of up to 12 months after completion of, the Employee Assistance Program. If positive testing recurs during this time, the North Monterey County Unified School District shall institute disciplinary action which may include dismissal.

a) The District may require an employee who has tested positive for drugs or alcohol at 0.04 or above to attend therapy, counseling, and/or group meetings in addition to the Employee Assistance Program for a period of up to 12 months.

b) The employee shall successfully complete the Employee Assistance Program and provide written documentation from his/her counsel/medical advisor to the Director of Human Resources. This written documentation shall be submitted prior to consideration for written approval for the employee to return to work.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 23 – RECLASSIFICATION AND REALLOCATION

23.1 Reclassification/Reallocation Requirement: Position reclassification/reallocation shall be subject to mutual written agreement between CSEA/Association and the District. The period between January 15 and February 15 is designated as the window period for requests for reclassification.

23.5 The Reclassification/Reallocation Committee ("Committee") shall be comprised of an odd number of members, one being a neutral party mutually selected by CSEA/Association and the District. The purpose of the committee is to conduct reclassification and/or reallocation studies including meeting with employees who work in classifications under study, rewriting job descriptions, conducting salary comparisons, and making recommendations to the negotiating teams.

23.5.1 The Parties agree that the District shall contract with an outside agency in the 2025/2026 school year for the purpose of conductiong a full classification and compensation study of all of the classifications and positions within the bargaining unit.

23.5.2 Timelines may be extended by mutual agreement. The parties agree to reopen this article as an additional article in the next bargaining session.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

ARTICLE 24 – TERM OF AGREEMENT

This Agreement will be in effect through June 30, 2027 (July 1, 2024-June 30, 2027).

Each party to this Agreement represents and warrants that this Agreement represents an accurate record of the Agreement between the Parties. Any preexisting documents which are brought to the attention of either Party subsequent to the signing of this Agreement shall not be deemed to change the language of the contract.

The parties may reopen Salary and Benefits and up to two (2) additional articles a piece for the 2024-2025, 2025-2026, and 2026-2027 school years.

ARTICLE 25 – CLASSIFIED SCHOOL EMPLOYEE SUMMER ASSISTANCE PROGRAM

25.1 The District and CSEA mutually support participation in the state Classified School Employee Summer Assistance Program (CSEAAP) each year according to California Education Code Section 45500 and the guidelines published by the State Department of Education annually.

25.2 The District and CSEA agree that in any year that the state does not budget matching funds for this program, the District will not participate that year. Participation shall be waived in any year where the District determines it cannot participate due to fiscal constraints. The District shall provide notice to the Union no later than the end of the first full week in December in any year where participation cannot be authorized. If the CSESAP is removed from the California Education Code, this section shall become null and void.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

APPENDICES

APPENDIX A SALARY SCHEDULES

- A1 CLASSIFIED SALARY RANGES
- A2 CLASSIFIED SALARY SCHEDULE PERS
- A3 CLASSIFIED SALARY SCHEDULE NON-PERS
- A4 PRESCHOOL ASSISTANT 1 & 2 SALARY SCHEDULE

APPENDIX B BENEFITS RATES

APPENDIX C CLASSIFIED PERFORMANCE EVALUATION TOOL

APPENDIX D MEMORANDUM(S) OF UNDERSTANDING OR SIDE LETTER(S) OF AGREEMENT

- D1 AGREEMENT DATED SEPTEMBER 23, 1985
- D2 AGREEMENT DATED DECEMBER 13, 1994
- D3 AGREEMENT DATED MARCH 18, 1997
- D4 SIDE LETTER DATED MAY 13, 1997
- D5 MOU DATED APRIL 26, 2002
- D6 MOU DATED JUNE 10, 2015
- D7 MOU DATED APRIL 27, 2016
- D8 MOU DATED APRIL 17, 2019

APPENDIX E FORMS

- E1 GRIEVANCE FORM
- E2 DESIGNATION OF REPRESENTATIVE FOR NOTICES OF REEMPLOYMENT
- E3 FLEX TIME REQUEST FORM
- E4 TRANSFER REQUEST FORM
- E5 SEMESTER, QUARTER, CEU CONVERSION CHART

APPENDIX F TENTATIVE AGREEMENTS

- F1 DATED APRIL 27, 2021
- F2 DATED DECEMBER 15, 2021
- F3 DATED May 23, 2022

NMCUSD Classified Salary Ranges

ACCOUNTING/FISCAL

Budget Analyst	*36*
Payroll/Benefits Accountant	*33*
Accountant	*31*
Accounting Technician	*28*
ASB Accounting Technician II	*27.5*

CAMPUS SAFETY

Campus Security Officer	*24*
Campus Safety Monitor	*22*

CHILD DEVELOPMENT

Child Development Assistant I - 246 Days	*Asst I*
Child Development Assistant II - 246 Days	*Asst II*
Child Development Assistant I - 185 Days	*Asst I*
Child Development Assistant II - 185 Days	*Asst II*

CHILD NUTRITION

Child Nutrition Manager	*26*
Child Nutrition Warehouse/Custodian	*25*
Child Nutrition Warehouse Delivery Driver	*25*
Child Nutrition Assistant Manager	*24*
Child Nutrition Assistant III	*23*
Cook	*23*
Child Nutrition Assistant II	*22*
Child Nutrition Assistant I	*21*

CLERICAL/SECRETARIAL SUPPORT

Human Resources Specialist	*33*
Administrative Assistant III	*31*
Administrative Assistant II	*29*
Special Education Data Specialist	*28*
Student Transcript/Data Specialist	*28*
Administrative Assistant I	*27*
District Program Secretary-Bilingual	*25*
Attendance Technician	*25*
School Office Assistant-Bilingual	*24*
School Office Clerk/Bilingual	*23*
Attendance Clerk	*23*

INFORMATION TECHNOLOGY

Network & Systems Analyst	*38*
Management Information Systems Technician	*36*
Data/IT Specialist II	*30*
Data/IT Specialist	*28*

INSTRUCTIONAL SUPPORT

Speech Language Pathology Assistant	*33*
Behavior Technician	*31*
Paraprofessional –Special Education	*29*
EL Assistant	*24*
MTSS Assistant	*23*
Instructional Assistant-Special Education	*22*
Instructional Assistant – Physical Education	*22*
Instructional Assistant – Music	*22*

LIBRARY/MEDIA

Library Technician II	*24*
Library Technician I	*22*

MAINTENANCE & FACILITIES

Maintenance HVAC Technician	*33*
Lead Maintenance Person	*32*
Maintenance Worker	*31*
Head Custodian II	*29*
Lead Custodian	*28*
Lead Grounds Maintenance Person	*28*
Head Custodian I	*27*
Grounds Maintenance Worker	*26*
Custodian	*25*
Warehouse Delivery Driver	*25*

STUDENT SERVICES

Translator/Interpreter	*32*
Licensed Vocational Nurse	*29*
Health Services Technician	*26*
Work Experience Technician	*26*
Family & Community Engagement Specialist	*25*
Bilingual Community Liaison	*25*
EL Support Assistant	*24*

TRANSPORTATION

Lead Journey Mechanic	*37*
Journey Mechanic	*35*
Vehicle Maintenance Mechanic	*28*
Dispatcher-Secretary	*27*
School Bus Driver	*25*
Van/Car Driver	*23*

Revised 11/25/2025

North Monterey County Unified School District
Classified Salary Schedule
2024-2025 PERS Employees
Effective 07/01/2024

Step	A1/Monthly	A1/Hourly	A2/Monthly	A2/Hourly	B/Monthly	B/Hourly	C/Monthly	C/Hourly	D/Monthly	D/Hourly	E/Monthly	E/Hourly	F/Monthly	F/Hourly	G/Monthly	G/Hourly
20	3,245	18.71	3,326	19.20	3,409	19.67	3,578	20.65	3,759	21.67	3,946	22.76	4,142	23.90	4,266	24.61
21	3,403	19.64	3,491	20.13	3,577	20.63	3,757	21.67	3,945	22.75	4,142	23.90	4,348	25.08	4,478	25.83
21.5	3,491	20.13	3,577	20.63	3,666	21.17	3,849	22.22	4,041	23.33	4,244	24.50	4,458	25.71	4,591	26.50
22	3,572	20.60	3,661	21.12	3,753	21.65	3,943	22.74	4,139	23.87	4,346	25.07	4,562	26.33	4,698	27.10
22.5	3,665	21.14	3,757	21.67	3,849	22.22	4,041	23.33	4,244	24.50	4,458	25.71	4,680	27.01	4,823	27.84
23	3,759	21.67	3,851	22.23	3,948	22.76	4,143	23.92	4,351	25.10	4,568	26.37	4,796	27.67	4,940	28.51
24	3,943	22.74	4,039	23.31	4,140	23.88	4,348	25.07	4,564	26.33	4,791	27.65	5,032	29.02	5,185	29.89
25	4,143	23.92	4,248	24.52	4,355	25.12	4,572	26.38	4,800	27.70	5,039	29.09	5,292	30.52	5,452	31.46
25.5	4,244	24.50	4,350	25.10	4,458	25.73	4,681	27.02	4,916	28.36	5,162	29.79	5,421	31.28	5,584	32.21
26	4,341	25.04	4,451	25.67	4,562	26.33	4,790	27.65	5,031	29.02	5,283	30.46	5,546	31.99	5,714	32.96
26.5	4,451	25.67	4,562	26.33	4,677	27.00	4,911	28.34	5,156	29.75	5,417	31.25	5,687	32.80	5,855	33.78
27	4,562	26.33	4,677	27.00	4,794	27.66	5,035	29.03	5,286	30.49	5,552	32.03	5,830	33.63	6,003	34.62
27.5	4,678	27.00	4,794	27.67	4,915	28.35	5,161	29.78	5,420	31.27	5,690	32.83	5,975	34.46	6,154	35.51
28	4,794	27.66	4,913	28.35	5,036	29.04	5,287	30.50	5,552	32.04	5,831	33.63	6,120	35.31	6,303	36.37
29	5,031	29.02	5,156	29.75	5,285	30.49	5,550	32.00	5,826	33.62	6,117	35.30	6,422	37.05	6,615	38.17
30	5,285	30.49	5,418	31.27	5,552	32.04	5,831	33.63	6,120	35.31	6,427	37.08	6,748	38.94	6,950	40.10
30.5	5,418	31.27	5,555	32.04	5,693	32.84	5,977	34.49	6,275	36.20	6,589	38.01	6,920	39.92	7,126	41.12
31	5,543	31.98	5,685	32.80	5,826	33.62	6,117	35.30	6,422	37.05	6,745	38.92	7,081	40.85	7,293	42.08
31.5	5,688	32.83	5,832	33.64	5,976	34.48	6,275	36.19	6,589	38.00	6,916	39.92	7,263	41.91	7,481	43.14
32	5,830	33.63	5,972	34.46	6,123	35.33	6,429	37.10	6,750	38.96	7,088	40.91	7,445	42.95	7,666	44.24
32.5	5,972	34.46	6,123	35.33	6,275	36.20	6,589	38.01	6,920	39.92	7,264	41.91	7,627	44.00	7,857	45.32
33	6,120	35.31	6,273	36.19	6,429	37.10	6,750	38.96	7,088	40.91	7,445	42.95	7,815	45.09	8,048	46.43
34	6,422	37.05	6,584	37.98	6,749	38.96	7,086	40.90	7,441	42.93	7,813	45.08	8,203	47.33	8,450	48.75
35	6,745	38.92	6,912	39.90	7,085	40.89	7,440	42.92	7,812	45.07	8,203	47.32	8,612	49.70	8,871	51.19
36	7,079	40.85	7,257	41.88	7,439	42.92	7,811	45.07	8,199	47.32	8,612	49.69	9,042	52.16	9,312	53.72
37	7,436	42.90	7,622	43.96	7,812	45.07	8,203	47.32	8,612	49.70	9,044	52.16	9,494	54.75	9,779	56.42
38	7,806	45.05	8,002	46.17	8,203	47.32	8,612	49.70	9,044	52.16	9,494	54.75	9,968	57.51	10,267	59.23

Notes:
1) Based on 2023-2024 schedule
2) Plus 5% increase

Longevity Increments:
Upon commencement of 8, 10, 12, 14, 16, 20, and 24 years of service, increases of 2% each will be added to the respective salary.

Board Approved: February 13th, 2025

Appendix A2

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

North Monterey County Unified School District
Classified Salary Schedule
2024-2025 PERS Employees
Effective 07/01/2024

Step	8/Monthly	8/Hourly	10/Monthly	10/Hourly	12/Monthly	12/Hourly	14/Monthly	14/Hourly	16/Monthly	16/Hourly	20/Monthly	20/Hourly	24/Monthly	24/Hourly
20	4,352	25.11	4,439	25.61	4,529	26.13	4,619	26.65	4,711	27.18	4,805	27.71	4,899	28.30
21	4,566	26.36	4,660	26.89	4,753	27.42	4,848	27.96	4,944	28.52	5,042	29.09	5,144	29.67
21.5	4,681	27.02	4,775	27.54	4,870	28.09	4,970	28.68	5,068	29.23	5,169	29.84	5,273	30.41
22	4,792	27.66	4,890	28.19	4,986	28.75	5,086	29.35	5,188	29.95	5,292	30.53	5,399	31.12
22.5	4,916	28.37	5,017	28.93	5,117	29.53	5,219	30.10	5,324	30.70	5,429	31.32	5,538	31.95
23	5,039	29.07	5,140	29.65	5,243	30.24	5,349	30.86	5,455	31.47	5,562	32.08	5,674	32.74
24	5,287	30.50	5,393	31.11	5,500	31.73	5,611	32.37	5,724	33.02	5,837	33.67	5,955	34.36
25	5,560	32.06	5,670	32.72	5,787	33.37	5,900	34.03	6,020	34.72	6,138	35.42	6,263	36.12
25.5	5,695	32.84	5,808	33.51	5,924	34.22	6,042	34.86	6,164	35.56	6,287	36.28	6,414	36.99
26	5,828	33.63	5,943	34.29	6,063	34.99	6,183	35.67	6,306	36.38	6,433	37.12	6,563	37.86
26.5	5,971	34.45	6,091	35.15	6,214	35.85	6,337	36.58	6,465	37.31	6,594	38.04	6,726	38.81
27	6,123	35.32	6,246	36.02	6,368	36.74	6,496	37.50	6,628	38.23	6,760	39.00	6,895	39.76
27.5	6,278	36.20	6,401	36.94	6,530	37.67	6,662	38.43	6,795	39.20	6,929	39.97	7,069	40.77
28	6,430	37.10	6,559	37.83	6,690	38.60	6,823	39.34	6,959	40.15	7,099	40.95	7,241	41.77
29	6,749	38.94	6,884	39.70	7,020	40.51	7,161	41.31	7,304	42.13	7,451	42.98	7,599	43.84
30	7,088	40.91	7,230	41.70	7,375	42.55	7,523	43.40	7,673	44.27	7,827	45.14	7,982	46.05
30.5	7,269	41.95	7,415	42.76	7,562	43.63	7,715	44.51	7,868	45.40	8,026	46.31	8,187	47.23
31	7,439	42.92	7,588	43.77	7,740	44.65	7,894	45.55	8,054	46.45	8,214	47.39	8,378	48.32
31.5	7,630	44.01	7,783	44.90	7,938	45.81	8,096	46.71	8,259	47.65	8,425	48.60	8,592	49.58
32	7,821	45.11	7,978	46.01	8,135	46.94	8,298	47.88	8,464	48.85	8,634	49.80	8,806	50.81
32.5	8,015	46.24	8,174	47.17	8,338	48.10	8,504	49.06	8,673	50.04	8,849	51.05	9,026	52.06
33	8,210	47.38	8,373	48.31	8,541	49.28	8,712	50.25	8,887	51.27	9,067	52.30	9,247	53.34
34	8,619	49.73	8,793	50.72	8,968	51.73	9,147	52.76	9,329	53.82	9,517	54.90	9,706	56.01
35	9,049	52.21	9,230	53.25	9,415	54.32	9,602	55.39	9,795	56.51	9,990	57.63	10,189	58.80
36	9,498	54.78	9,687	55.89	9,883	57.00	10,080	58.15	10,281	59.30	10,486	60.49	10,695	61.71
37	9,973	57.53	10,171	58.70	10,377	59.86	10,584	61.06	10,795	62.28	11,011	63.53	11,232	64.80
38	10,471	60.42	10,681	61.62	10,894	62.85	11,113	64.13	11,335	65.38	11,562	66.70	11,793	68.03

Notes:

1) Based on 2023-2024 schedule
2) Plus 5% increase

Longevity Increments:

Upon commencement of 8, 10, 12, 14, 16, 20, and 24 years of service, increases of 2% each will be added to the respective salary.

Board Approved: _____February 13th, 2025_____

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

North Monterey County Unified School District
Classified Salary Schedule
2024-25 Non-PERS Employees
Effective 07/01/24

Step	A1/Hourly	A2/Hourly	B/Hourly	C/Hourly	D/Hourly	E/Hourly	F/Hourly	G/Monthly
20.0	18.57	19.04	19.51	20.45	21.50	22.58	23.72	24.41
21.0	19.51	20.00	20.50	21.53	22.59	23.73	24.92	25.66
21.5	20.00	20.51	21.01	22.06	23.17	24.33	25.54	26.31
22.0	20.44	20.99	21.50	22.58	23.72	24.91	26.13	26.92
22.5	21.00	21.53	22.06	23.17	24.33	25.54	26.82	27.63
23.0	21.49	22.03	22.58	23.72	24.91	26.13	27.44	28.27
24.0	22.56	23.12	23.71	24.90	26.16	27.44	28.81	29.67
25.0	23.72	24.31	24.93	26.17	27.47	28.84	30.29	31.22
26.0	24.89	25.52	26.13	27.46	28.83	30.27	31.77	32.73
26.5	25.55	26.18	26.85	28.17	29.58	31.06	32.62	33.61
27.0	26.12	26.75	27.43	28.80	30.24	31.74	33.34	34.35
27.5	26.80	27.47	28.16	29.56	31.04	32.60	34.22	35.25
28.0	27.47	28.15	28.86	30.29	31.82	33.40	35.08	36.12
29.0	28.84	29.56	30.29	31.82	33.40	35.08	36.82	37.94
30.0	30.28	31.04	31.82	33.40	35.08	36.82	38.67	39.84
30.5	31.03	31.79	32.60	34.22	35.95	37.74	39.63	40.80
31.0	31.76	32.56	33.37	35.02	36.79	38.63	40.57	41.77
31.5	32.57	33.38	34.22	35.94	37.74	39.61	41.59	42.84
32.0	33.34	34.19	35.02	36.77	38.62	40.55	42.60	43.85
32.5	34.22	35.05	35.95	37.75	39.63	41.60	43.68	45.00
33.0	35.01	35.89	36.79	38.63	40.57	42.60	44.73	46.06
34.0	36.79	37.71	38.64	40.58	42.62	44.75	46.98	48.39
35.0	38.64	39.61	40.59	42.63	44.76	47.00	49.35	50.82
36.0	40.55	41.57	42.61	44.74	46.97	49.31	51.77	53.34
37.0	42.59	43.64	44.74	46.97	49.31	51.77	54.38	56.01
38.0	44.73	45.83	46.97	49.34	51.79	54.38	57.09	58.82

Longevity Increments:
Upon commencement of 8, 10, 12, 14, 16, 20, and 24 years of service, increases of 2% each will be added to the respective salary.

Other Information:
The 2024-25 Salary Schedule represents a 5% increase over the 2023-24 Salary Schedule.

Board Approved: February 13, 2025

Appendix A3

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

North Monterey County Unified School District
Classified Salary Schedule
2024-25 Non-PERS Employees
Effective 07/01/24

Step	8/Hourly	10/Hourly	12/Hourly	14/Hourly	16/Hourly	20/Hourly	24/Hourly
20.0	24.92	25.40	25.91	26.43	26.97	27.50	28.06
21.0	26.17	26.69	27.23	27.75	28.32	28.90	29.46
21.5	26.84	27.36	27.91	28.48	29.03	29.63	30.22
22.0	27.46	28.02	28.57	29.15	29.72	30.31	30.93
22.5	28.17	28.73	29.32	29.88	30.49	31.10	31.72
23.0	28.83	29.41	30.00	30.61	31.23	31.84	32.46
24.0	30.28	30.88	31.50	32.13	32.79	33.44	34.08
25.0	31.83	32.46	33.10	33.77	34.45	35.13	35.84
26.0	33.38	34.04	34.72	35.42	36.15	36.86	37.60
26.5	34.28	34.95	35.66	36.37	37.11	37.83	38.60
27.0	35.01	35.74	36.44	37.17	37.92	38.67	39.45
27.5	35.96	36.68	37.40	38.16	38.94	39.69	40.51
28.0	36.84	37.58	38.34	39.10	39.90	40.69	41.51
29.0	38.68	39.46	40.27	41.06	41.90	42.71	43.58
30.0	40.61	41.43	42.27	43.10	43.97	44.87	45.75
30.5	41.63	42.45	43.31	44.17	45.06	45.96	46.89
31.0	42.62	43.48	44.33	45.23	46.11	47.04	47.97
31.5	43.70	44.56	45.44	46.38	47.28	48.24	49.21
32.0	44.74	45.62	46.55	47.47	48.42	49.39	50.39
32.5	45.90	46.81	47.75	48.71	49.69	50.67	51.69
33.0	46.98	47.92	48.89	49.86	50.86	51.88	52.92
34.0	49.36	50.35	51.36	52.37	53.41	54.51	55.59
35.0	51.85	52.87	53.93	55.03	56.10	57.24	58.38
36.0	54.41	55.51	56.61	57.72	58.89	60.06	61.28
37.0	57.11	58.26	59.42	60.64	61.83	63.05	64.33
38.0	60.00	61.19	62.40	63.66	64.95	66.23	67.56

Longevity Increments:
Upon commencement of 8, 10, 12, 14, 16, 20, and 24 years of service, increases of 2% each will be added to the respective salary.

Other Information:
The 2024-25 Salary Schedule represents a 5% increase over the 2023-24 Salary Schedule.

Board Approved: February 13, 2025

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

CHILD DEVELOPMENT ASSISTANT SALARY SCHEDULE

2024-2025

Effective 07/01/24

ASSISTANT 1

TIER	1	2	3	4	5	6	8	10	12	14	16	20	24
1	18.14	18.51	18.88	19.26	19.66	20.01	20.41	20.84	21.26	21.69	22.12	22.55	23.00

Preschool Assistant 1
With a current Child Development Associate Teacher permit

ASSISTANT 2

TIER	1	2	3	4	5	6	8	10	12	14	16	20	24
1	17.38												
2		17.38	17.38	17.38									
3		17.38	17.38	17.42	17.42	17.79	18.14	18.51	18.88	19.26	19.66	20.01	20.41

Indicated hourly rates reflected on the schedule are not the actual rate paid as noted below:

^ *Effective January 1, 2025, cell amounts are adjusted for payroll purposes only to ensure compliance with a* minimum wage of $16.50/hour

Preschool Assistant 2 - Tiers

Tier 1
First six months of employment

Tier 2
Following first seven months of employment with proof of completion of 2 units of Early Childhood Education college course with a C or better per semester until 6 units are completed.

Tier 3
Following first seven months of employment with a current Child Development Assistant Permit.

Longevity Increments
Upon commencement of 8, 10, 12, 14, 16, 20, and 24 years of service, increases of 2% each will be added to the respective salary

---

1) Based upon 2023-24 child development assistant salary schedules.
2) Plus 5% increase

Board Approved: February 13, 2025

Maximum District Monthly Contribution	
Classified	
Employee Only	**$882.78**
Employee + One Dep.	**$1,402.09**
Employee + 2 or more Dep.	**$1,534.09**

Effective: October 1, 2025 - September 30, 2026

4 Tier Rate Sheet

PPO PLAN 1C	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Full Family
Medical	$1,740.00	$3,113.00	$2,557.00	$2,557.00	$3,775.00
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$1,798.97**	**$3,220.29**	**$2,664.29**	**$2,713.22**	**$3,931.22**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$916.19	$1,818.20	$1,262.20	$1,179.13	$2,397.13

PPO PLAN 5C	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Full Family
Medical	$1,525.00	$2,729.00	$2,242.00	$2,242.00	$3,309.00
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$1,583.97**	**$2,836.29**	**$2,349.29**	**$2,398.22**	**$3,465.22**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$701.19	$1,434.20	$947.20	$864.13	$1,931.13

PPO PLAN 7C	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Full Family
Medical	$1,405.00	$2,514.00	$2,065.00	$2,065.00	$3,048.00
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$1,463.97**	**$2,621.29**	**$2,172.29**	**$2,221.22**	**$3,204.22**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$581.19	$1,219.20	$770.20	$687.13	$1,670.13

PPO PLAN 8C	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Full Family
Medical	$1,281.00	$2,292.00	$1,882.00	$1,882.00	$2,779.00
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$1,339.97**	**$2,399.29**	**$1,989.29**	**$2,038.22**	**$2,935.22**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$457.19	$997.20	$587.20	$504.13	$1,401.13

HDHP 2	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Full Family
Medical	$870.00	$1,558.00	$1,280.00	$1,280.00	$1,889.00
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$928.97**	**$1,665.29**	**$1,387.29**	**$1,436.22**	**$2,045.22**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$46.19	$263.20	$0.00	$0.00	$511.13

Bronze Plan	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Full Family
Medical	$794.00	$1,421.00	$1,167.00	$1,167.00	$1,723.00
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$852.97**	**$1,528.29**	**$1,274.29**	**$1,323.22**	**$1,879.22**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$0.00	$126.20	$0.00	$0.00	$345.13

Kaiser HMO 8 w/Chiro	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Full Family
Medical	$1,291.16	$2,310.83	$1,896.53	$1,896.53	$2,801.84
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$1,350.13**	**$2,418.12**	**$2,003.82**	**$2,052.75**	**$2,958.06**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$467.35	$1,016.03	$601.73	$518.66	$1,423.97

Kaiser HMO HSA w/Chiro	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Full Family
Medical	$928.16	$1,660.83	$1,364.53	$1,364.53	$2,015.84
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$987.13**	**$1,768.12**	**$1,471.82**	**$1,520.75**	**$2,172.06**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$104.35	$366.03	$69.73	$0.00	$637.97

Kaiser HMO Wellness w/Chi	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Full Family
Medical	$1,212.16	$2,167.83	$1,780.53	$1,780.53	$2,628.84
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$1,271.13**	**$2,275.12**	**$1,887.82**	**$1,936.75**	**$2,785.06**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$388.35	$873.03	$485.73	$402.66	$1,250.97

Wellness RX-C	Employee Only	EE+ Spouse	EE +Child	EE+ Children	Employee + 2 or more
Medical	$1,453.00	$2,600.00	$2,136.00	$2,136.00	$3,153.00
Dental	$48.53	$87.89	$87.89	$126.35	$126.35
Vision	$10.44	$19.40	$19.40	$29.87	$29.87
Total	**$1,511.97**	**$2,707.29**	**$2,243.29**	**$2,292.22**	**$3,309.22**
District Pays	$882.78	$1,402.09	$1,402.09	$1,534.09	$1,534.09
Employee Pays	$629.19	$1,305.20	$841.20	$758.13	$1,665.40

*****Disclaimer: The benefit rates provided are calculated on a 12-month employment schedule. Employee deduction amounts will be adjusted proportionally based on the employee's contracted work months (e.g., 10- or 11-month employees).**

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

Classified Performance Evaluation

North Monterey County Unified School District

Employee Name:		Job Classification:	
Meeting Date:		Site:	Rating Period:

Job Status: Place an X in the appropriate box to the right:

PROBATIONARY: ☐ PERMANENT: ☐

Directions:

1. Meet to develop at least three (3) goals or specific focus areas within the appropriate section(s) and indicate what supports and/or resources will be provided to support the employee in meeting the identified goal/focus area(s).
2. Provide feedback regarding the employee's progress and performance in each area. Check the phrase that most nearly describes the employee's performance over the period covered by this evaluation. Evaluators are encouraged to make additional comments where appropriate to enhance the evaluation.

Rating System/Scores: Exemplary = 1 **Acceptable/Meets Standard** = 2 **Improvement Needed** = 3 **Unsatisfactory** = 4

Comments and plans for improvement are required for any rating of 3 or 4 in any category

---

1. <u>QUALITY OF WORK:</u> A check indicates this category is a focus area**.** ☐

If yes, please write the goal/focus area(s) and list what supports/resources to be provided

Goal/Focus Area(s):

Supports/Resources to be Provided:

Overall performance rating below refers to overall quality of work based on the following factors.

Neatness: ☐	Correctness: ☐	Completing Assigned Tasks: ☐	Follows Rules/Regulations: ☐

Write comments on the quality of work in the space below:

Write the Individual Improvement Plan and support systems/resources as appropriate in the space below:

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

Classified Performance Evaluation (Continued)

2. JOB KNOWLEDGE: A check indicates this category is a focus area. ☐

If yes, please write the goal/focus area(s) and list what supports/resources to be provided

Goal/Focus Area(s):

Supports/Resources to be Provided:

Consists of job understanding, application or efficient methods, and skills the employee has for satisfactory performance.

Job Understanding: ☐ Methods: ☐ Job Skills: ☐

Write comments regarding job knowledge in the space below:

Write the Individual Improvement Plan and support systems/resources as appropriate in the space below:

3. ATTENDANCE AND PUNCTUALITY: A check indicates this category is a focus area. ☐

If yes, please write the goal/focus area(s) and list what supports/resources to be provided

Goal/Focus Area(s):

Supports/Resources to be Provided:

The employee reports to work on a regular and timely manner.

Attendance: ☐ Punctuality: ☐

Write comments concerning attendance and punctuality at work in the space below:

Classified Performance Evaluation (Continued)

Write the Individual Improvement Plan and support systems/resources as appropriate in the space below:

4. **WORK CHARACTERISTICS:** A check indicates this category is a focus area. ☐

If yes, please write the goal/focus area(s) and list what supports/resources to be provided

Goal/Focus Area(s):

Supports/Resources to be Provided:

This section references individual attitude, flexibility and resourcefulness,

Resourcefulness ☐ Adaptability to stress/change ☐ Attitude: ☐ Prioritize: ☐

Write comments regarding work characteristics in the space provided below:

Write the Individual Improvement Plan and support systems/resources as appropriate in the space below:

5. **DEPENDABILITY:** A check indicates this category is a focus area. ☐

If yes, please write the goal/focus area(s) and list what supports/resources to be provided

Goal/Focus Area(s):

Supports/Resources to be Provided:

Detail the employees ability to complete tasks and follow direction.

Works Independently: ☐ Follows Oral/Written Instructions: ☐

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

Classified Performance Evaluation (Continued)

Write comments concerning dependability in the space provided below:

Write the Individual Improvement Plan and support systems/resources as appropriate in the space below:

6. <u>WORKING RELATIONSHIPS</u>: A check indicates this category is a focus area**.** ☐

If yes, please write the goal/focus area(s) and list what supports/resources to be provided

Goal/Focus Area(s):

Supports/Resources to be Provided:

Sensitive in dealing with students, staff and the public, maintains effective relationships with others.

Courtesy and Tact: ☐ Discretion: ☐ Communication: ☐

Write comments concerning working relationships in the space provided below:

Write the Individual Improvement Plan and support systems/resources as appropriate in the space below:

7. <u>USE OF EQUIPMENT/TECHNOLOGY</u>: (NOTE: Evaluator may wish to indicate specific types of equipment and/or technology)

A check indicates this category is a focus area**.** ☐

If yes, please write the goal/focus area(s) and list what supports/resources to be provided

Goal/Focus Area(s):

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

Classified Performance Evaluation (Continued)

Supports/Resources to be Provided:

Write comments concerning use of equipment/technology in the space provided below:

Write the Individual Improvement Plan and support systems/resources as appropriate in the space below:

8. SAFETY AND SANITATION A check indicates this category is a focus area**.** ☐

If yes, please write the goal/focus area(s) and list what supports/resources to be provided

Goal/Focus Area(s):

Supports/Resources to be Provided:

Personal: ☐ Sanitation: ☐ Safety Practices: ☐

Write comments concerning sanitation and safety practices in the space provided below:

Write the Individual Improvement Plan and support systems/resources as appropriate in the space below:

SUPERVISOR COMMENTS:

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

Classified Performance Evaluation (Continued)

EMPLOYEE COMMENTS:

EMPLOYEE: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement:

[ ] I agree with my evaluation
[ ] I disagree with my evaluation
[ ] I am requesting the presence of a CSEA representative at a review of my evaluation

Employee's Signature **Date**

Evaluator's Signature **Date**

CSEA Representative (if applicable)

This is to notify you that this evaluation will be placed in your personnel file at the end of ten (10) working days. You have the right to attach a response relative to this evaluation and have the response placed in your personnel file.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

M.OUS

North Monterey County Unified School District

DISTRICT OFFICE • MOSS LANDING ROAD • P.O. BOX 49 • MOSS LANDING, CALIFORNIA 95039-0049

VISION SERVICE PLAN - CLASSIFIED EMPLOYEES

The North Monterey County Unified School District and the California School Employees Association Chapter 6 agree that the following conditions exist regarding the vision service plan approved for classified employees.

1. The vision service plan for classified staff will be amended to reflect that the employee shall pay a ten ($10.00) dollar deductible for services rendered or materials received.
2. The District agrees to reimburse any employee his/her ten ($10.00) deductible within thirty (30) days of the date the employee submits an expense voucher with proof of such expense
3. All conditions of the Vision Service Plan shall otherwise remain the same as prior to this agreement.

DATED: Sept. 23 1985

North Monterey County
Unified School District

California School
Employees Association

"Deductible" ~ "copay"
Craig Chavez 12/9/16

North County Has Good Schools

Appendix DI

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC



NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

DISTRICT OFFICE • MOSS LANDING ROAD • P.O. BOX 49 • MOSS LANDING, CALIFORNIA 95039-0049

December 13, 1994

Agreement Between NMC-CSEA and the District

The District agrees that in the future, should it take over any programs employing classified positions from another district or agency it will consult with our classified bargaining unit and in compliance with contract provisions offer opportunity for transfer or application of our own classified staff. The District agrees to not enter into agreement to automatically employ that program's existing classified personnel along with the takeover.

for the District

for CSEA

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

North Monterey County Unified School District

AGREEMENT

This Agreement is entered into by and between the California School Employees Association and its North Monterey County Chapter 6, hereinafter "the Association," and the North Monterey County Unified School District, hereinafter "the District."

WHEREAS, the District, over the last approximately 18 months, has experienced great difficulty with its transportation operation; and

WHEREAS, the California Highway Patrol Motor Carrier Division has placed the District under strict scrutiny because of the poor maintenance of its bus fleet; and

WHEREAS, the District contracted to have a Fiscal Crisis and Management Assistance (FCMAT) Team study its Transportation Department and make recommendations for improving the staffing and management of the Department; and

WHEREAS, the District's administration recommended a revised staffing plan to the School Board, some aspects of which the Association did not support; and

WHEREAS, the School Board directed the District's administration to discuss the structure and staffing of the Department with the Association with the goal of bringing a joint recommendation back to the School Board for its consideration; and

WHEREAS, the administration and the Association have met and discussed all aspects of the structure and staffing of the Department, the parties agree as follows:

1. There will be two managers assigned to the Department, a Director of Transportation and a Vehicle Maintenance Supervisor. The Supervisor will be a "hands-on" supervisor directly involved with bus maintenance and repairs.

2. There will be two Journeyman Mechanics assigned to the Department.

3. There will be a Serviceman assigned to the Department.

4. There will be a Service Helper assigned to the Department.

4. There will be one Driver/Trainer assigned to the Department.

5. There will be two Secretary/Dispatchers assigned to the Department, with compensation set at Range 26.5. The position of MOTS Secretary will be abolished and the individual currently serving in that position will fill one Secretary/Dispatcher position.

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

6. The second Secretary/Dispatcher position will be advertised and filled internally. However, in recognition of the great and growing need for transportation staff who can communicate in Spanish, if the individual selected to fill the position is not bilingual, it is agreed that he/she will take and satisfactorily complete a Beginning and Intermediate High Intensity Language Training (Spanish). The District agrees to pay the cost of tuition/registration for these courses, but not for the required "seat time."

7. If either of the Secretary /Dispatcher positions become vacant in the future, it is agreed that the openings will be posted as "bilingual desired (Spanish)."

For the District

For the Association ratified 3/13/97

March 18, 1997
Date

March 18, 1997
Date

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

Side Letter of Agreement

The North Monterey County Unified School District and the North Monterey County Chapter #6 of the California School Employees Association agree to the following classified hiring practices:

1. The CSEA contract specifies that each site will establish a specific location or bulletin board where classified openings will be posted. All classified employees should be notified of this location. Openings will be faxed to school secretaries and CSEA site representatives, and shall be posted immediately. All job postings will be generated by the Human Resources Office and will contain: job title, job family, salary range, and pay scale.

2. Most classified positions require skill testing, (typing, language proficiency, high school proficiency testing). This testing must be completed before candidates are scheduled for an interview. The district will offer quarterly testing opportunities for potential candidates. Special testings will be scheduled as needed.

3. The site administrator or program manager must be included on the interview team. The panel may include classified representatives with responsibilities related to the vacancy. An appointed CSEA repesentative shall be included in the panel. While the goal of the panel is the development of consensus on the most qualified candidate, the administrator presents the choice to Assistant Superintendent of Human Resources, who ultimately makes the recommendation for hiring to the Board of Trustees. Whenever possible, interviews should be conducted at the district office.

4. While follow-up questions may probe for greater detail, all candidates should be asked the same questions during the interview. The Assistant Superintendent of Human Resources will oversee the selection process, ensuring that all panel members are given guidelines for appropriate interview procedures. District administrators and the CESA leadership will be jointly trained in the proper procedures for hiring classified employees.

5. The hiring process should provide a fair opportunity for all bargaining unit members. It is inappropriate to make personnel decisions prior to the completion of the interview process. A copy of the job description, the accompanying pay scale, salary placement, work year and daily schedule, the identity of their responsible supervisor, and the classified contract will be provided to the employee when they are offered the position.

Consistency in hiring practices ensures the selection of the best possible candidate, as well as providing a sense of fairness to all applicants.

Agreed to on this 13th day of May, 1997 by:
North Monterey County Unified School District

North Monterey County Chapter #6, CSEA

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

MEMORANDUM OF UNDERSTANDING

North Monterey County Unified School District, Transportation Department and California School Employees Association agree to the following:

Drivers must sign the Extra Duty Board daily to be eligible for extra duty assignments (Substitute drivers are exempt). Every effort will be made to assign extra work by 9:15 AM. Drivers must be present in order to be eligible for extra work assignments.

Extra duty work will be assigned so as not to incur overtime whenever possible.

When an overtime assignment is necessary, the time shall be assigned to eligible drivers in order of seniority.

This MOU does not include Field Trip Assignments due to existing seniority rotation procedure.

The department reserves the right to use drivers who have not signed the board in an emergency situation.

NMCUSD Lux D. Griffiths CSEA DAVID MCCAM

Dated 4-22-02 Dated 4-26-02

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

MEMORANDUM OF UNDERSTANDING
Between
NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 6

This memorandum of understanding memorializes the mutual understanding between North Monterey County Unified School District ("District") and the California School Employees Association, Chapter #6 and CSEA ("CSEA").

A dispute has arisen between the parties concerning the emergency contracting out of bus services by the District to Michael's Transportation Services due to a shortage of available bus drivers currently employed by the District. In order to address and resolve this dispute, the parties agree as follows:

1. The District will discontinue contracting out bus services to Michael's Transportation Services effective immediately.

2. The District will make all currently existing part-time bus driver positions and dispatch/driver positions in the Transportation Department full-time (8 hour) positions, with the exception of any current six (6) hour positions where the employee holding that position advises the District they do not wish to be increased to eight (8) hours.

3. The District will consult with CSEA and develop a plan to improve the recruitment and retention of employees assigned to the Transportation Department.

4. If the District is unable to hire a sufficient number of qualified bus drivers to meet all of the busing needs of the District by August 1, 2015, CSEA agrees to meet with the District and negotiate in good faith regarding reasonable, alternative means of temporarily addressing those busing needs until the District can recruit and hire a sufficient number of qualified bus drivers.

5. CSEA agrees to voluntarily withdraw and dismiss their Complaint filed with the Public Employment Relations Board (Case No. SF-CE-3117-E) no later than June 19, 2015.

Craig Chavez, Assistant Superintendent
Human Resources, NMCUSD

6/10/15
Date

Authorized Representative
CSEA, Chapter #6

6/10/15
Date

005985.00060
13138019.2

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

Memorandum of Understanding
between
North Monterey County Unified School District
and
California School Employees Association, Chapter 6

DMV Pull Notice Requirement for Employees Who Drive District Vehicles

The purpose of this MOU is to ensure the requirement for a DMV Pull Notice is met when an employee drives a district vehicle and what shall occur when an employee fails to possess or keep in effect the proper licensure.

1. Classified employees whom drive North Monterey County Unified School District (District) vehicles in the course of their job shall provide the District authorization for release of driver record information.
2. This provision is to be used to ensure that such classified employees possess a valid California Drivers License.
3. Employees who are required to drive a District owned vehicle have an obligation to inform the District if their license is suspended or revoked.
4. In the event that an employee fails to possess or keep in effect the proper licensure, that employee may be subject to disciplinary action.
    a. The District shall consider particular facts and circumstances involved including: cause of suspension, necessity of license to essential job functions, frequency of driving duties, length of license suspension, and quantity of license suspensions in previous two years.
    b. The Superintendent or designee shall ensure that consistent with the law, disciplinary actions shall be taken in a consistent, non discriminatory manner, and are appropriately documented.

For California School Employees Association Chapter #6	For District
4/27/16 Date	4/27/16 Date
Date 4/27/16	

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

MEMORANDUM OF UNDERSTANDING

Between the

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6

March 8, 2019

The purpose of this MOU is to set forth an appropriate stipend amount for the Health Monitor stipend and associated service to NMCUSD students:

1. The District retains rights of employment and identification of appropriate staff with the required training to provide service for diabetic students.

2. The District agrees to pay a monthly stipend to a designated classified employee at a school site with the appropriate training to provide service to NMCUSD students. Those identified will provide service as outlined in the attached Job Description for "Health Monitor."

3. The District agrees to pay the monthly stipend only in those months when the service may be required due to the enrollment of an identified student or students with diabetes who requires support as a part of their medical care plan. The stipend will only be paid when the employee is serving in their regular classified position and for which this type of service is not a part of their regular classification responsibilities.

4. The District agrees to pay a monthly stipend in the amount of $100, to each individual identified to provide diabetic services at a school site.

5. This MOU shall not establish a practice or precedent for any other stipend amount or additional certification for any other position.

6. This agreement shall go into effect July 1, 2018; and apply to those individuals who have already been identified for the 2018-2019 school year.

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6
4/17/19	4-17-19
Date	Date

PO, LRR 4-17-19

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

.

North Monterey County Unified School District

JOB DESCRIPTION

Position Title:	**Health Monitor**
Salary:	Stipend - $100/monthly as designated
Reports to:	District Nurse

SUMMARY:

Under the supervision and training of the District Registered Nurse, this position is responsible for monitoring and responding to students with health conditions following health care plans provided by the primary care physician.

The following statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

SAMPLE DUTIES AND RESPONSIBILITIES:

1. **Monitors blood glucose levels by assisting student in finger pricks or pump readings.**
2. **Assists student in determining amount of carbohydrates in the meal and the appropriate insulin dose.**
3. **Assists diabetic student in the administration of insulin, either through use of an insulin pump or injection.**
4. **Responds as needed to low or high blood sugar levels following the student health care plan.**
5. **Consults with the RN as needed.**
6. **Maintains accurate logs of assistance provided daily.**
7. **Assists with other medical procedures as prescribed by a physician and allowed under California Education Code for unlicensed volunteer health assistance.**
8. **Takes all responsible precautions to provide for health and safety of the students and to protect equipment, materials and facilities.**
9. **Appropriately maintains and secures confidential records and inquiries.**

QUALIFICATIONS/TRAINING/EXPERIENCE

1. **Meets all mandated health requirements and annual training as identified by the District Nurse.**

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed. Individuals holding this position may perform additional duties and additional duties may be assigned.

4/17/19 4-17-19 4-17-19

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT HUMAN RESOURCES DEPARTMENT	*GRIEVANCE FORM* NORTH MONTEREY COUNTY CHAPTER #6 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Alleged violation of Article (s) Section (s) , Paragraph _____, Page _____. Describe the specific grounds for your grievance (MUST include dates, names, and places necessary for complete understanding.) Include specific remedy sought.

Identify specific date(s) on which informal resolution discussion(s) occurred between employee and immediate supervisor: _____

Name of Designated Representative, if any:

Grievant signature(s) Date:

Date received by Principal/Department Head:

Date(s) conference(s) held:

Proposed response to grievance (To be filled out by Principal/Department Head):

Grievant check one ☐ Resolved ☐ Unresolved

Grievant Signature(s) Date Principal/Department Head Date

(NOTE: If resolved, PRINCIPAL/DEPARTMENT HEAD distributes copies as shown below)

I hereby appeal this grievance to Level 2 (Formal-District Level). List reason(s) why Principal/Department Head's proposed resolution was unacceptable.

Grievant Signature(s) Date

One copy to each of the following: Human Resources, Principal/Dept. Head, Association, and Employee

Appendix El

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

DESIGNATION OF REPRESENTATIVE FOR NOTICES OF REEMPLOYMENT

Employee's Name (Print) _____

Position last held with the district _____

I hereby designate _____
(Name of Representative)

to receive any notices of reemployment directed to me by the North Monterey County Unified School District between the dates of _____
(mo. Day year)

when this authorization shall take effect, and _____
(mo. Day year)

when it shall terminate.

I wish to have all such reemployment notices sent to the address shown below instead of my home address on file with the Human Resources Office.

I agree that the District shall not be held liable in any way for any claim, which might arise out of this Agreement.

Date _____ _____
(signature of employee)

I hereby notify the North Monterey County Unified School District that I am the designee of the above employee for purposes of receiving any notices of reemployment sent by the District. Please send notices to the following address:

(Print) Name _____

Address _____

_____

Date _____ _____
(signature of designee)

FLEX TIME REQUEST FORM

Classified Employees

Describe the variation in regular work schedule you are requesting:

(Pick one or more)

- Arrival and departure time Explain _____

  _____

  _____

- Lunch time Explain _____

  _____

  _____

- Work week Explain _____

  _____

  _____

Proposed date your flex time would begin _____ and end _____

Initial request made by (circle one) employee supervisor

Is there an expectation or agreement regarding overtime pay? _____

If yes, please explain: _____

Date: _____ Forward Form to Human Resources Office

The following four signatures are required before this request is considered approved.

Employee _____ Date _____

Supervisor _____ Date _____

Asst. Superintendent/HR_____ Date _____

Asst. Superintendent/Business _____ Date _____

Sent to CSEA _____ By _____

cc: employee file

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

North Monterey County Unified School District

13994 Castroville Blvd.
Castroville, CA 95012
(831) 633-3343
www.nmcusd.org

TRANSFER REQUEST FORM

Pursuant to Article 10.1.1, when a new position is created or an existing position becomes vacant, the District will first offer the opportunity to transfer to bargaining unit employees that have served or are serving in the same classification in the District who apply for the position.

All vacancies will be posted by the District for not less than five (5) working days at all work locations prior to being filled. Any employee in the bargaining unit may apply for transfer to that position by filing a written notice completing and submitting a transfer request form with the Personnel Department of the District.

If more than one employee wishes to be transferred to a particular vacancy, the employee with the greatest bargaining unit seniority will be transferred. In the event that two (2) or more employees have identical seniority, the employee to fill the position will be determined by the needs of the District. The successful applicant will be notified, along with any unsuccessful applicants, within fifteen (15) working days of the initial posting.

Job Posting: _____ **Date Posted:** _____

____ I am currently in the same job classification*.

Or

____ I have previously held the same job classification* in permanent status.

**Classification* – *Classification consists of a job title, regular minimum number of assigned hours per day, days per week, months per year, salary range and benefits, minimum qualifications, and a statement of the specific duties and responsibilities required of each such classification.(Article 3.5)*

Employee Name (please print): _____

Current Work Location(s): _____

Employee Signature: _____ **Date:** _____

(For Human Resources Office Use Only)

Approved ____ *Start Date*_____ *Date Notified*_____

Denied ____ *Reason:* ____ *Least Senior* ____ *Not currently in or did not previously hold classification*

____ *Current Progressive Discipline (meeting held on* _____*)*

Signed _____ *Date* _____

"An innovative community school system, we equip preschool to adult students with the skills, knowledge and attitudes they will need to pursue their life goals responsibly and creatively in a radically changing society."

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

Hours, CEUs, Contact Hours Conversion Chart

Semester	Quarter	CEUs	Contact Hours
1/3	0.5	1	10.0
2/3	1.0	2	20.0
1	1.5	3	30.0
1 1/3	2.0	4	40.0
1 2/3	2.5	5	50.0
2	3.0	6	60.0
2 1/3	3.5	7	70.0
2 2/3	4.0	8	80.0
3	4.5	9	90.0
3 1/3	5.0	10	100.0
3 2/3	5.5	11	110.0
4	6.0	12	120.0
4 1/3	6.5	13	130.0
4 2/3	7.0	14	140.0
5	7.5	15	150.0
5 1/3	8.0	16	160.0
5 2/3	8.5	17	170.0
6	9.0	18	180.0

Appendix E5

DECLARATION OF INTENT – CLASSIFIED EPLOYEES

NAME: _____ WORK SITE: _____

DATE: _____ JOB TITLE: _____

I herewith request approval of the following course:

Course Number	Date to be taken	Course Title or Description	College/School/Other	Sem. Units	Qtr. Units	Clock Hours

IMPORTANT: Submit within one (1) month after course commences:

DETAILED COURSE DESCRIPTION (CATALOG, BROCHURE, ETC.):

_____

_____

_____

_____

OBJECTIVE IN TAKING THIS COURSE:

_____

_____

_____

_____

APPROVED: General ☐ _____ Date: _____

Job Related ☐ Applicant's Signature

REJECTED: ☐ _____ Date: _____

Chairman, Professional Growth

Review Committee

REASON: _____

_____

EVIDENCE OF COURSE COMPLETION:

Official grade card, completion certificate or similar evidence must be submitted immediately upon completion of course to Professional Growth Review Committee.

(Prepare in triplicate) Date Verified: _____

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6

April 27, 2021

The provisions of the 2018-2021 negotiated Agreement between the District and the Association shall remain in full force and effect except for the following modifications. All tentative agreements and proposals listed below are attached and incorporated into this Tentative Agreement.

1. ARTICLE 14 - COMPENSATION

   a. One-time off schedule payment of $2,500 per unit member in active status and those who have retired during the 2020-21 school year. This will be paid on the supplemental pay following ratification and Board approval of this agreement.

2. ARTICLE 19 – HEALTH & WELFARE

   a. The District contribution to the employee Bronze Plan for health coverage for "employee only" will be increased so there is no cost to the employee for the 2020- 2021 school year, retroactive to July 1, 2020 and continuing through the term of the collective bargaining agreement (i.e. June 30, 2024) at which time this provision shall sunset.

   b. On a one-time basis for 2020-2021 only, the District will apply the amount of the increase to the employee Bronze Plan for health coverage for "employee only", to unit members who have selected other health benefit plans for 2020-2021, retroactive to July 1, 2020 through June 30, 2021. The amount to be paid to the employee shall not exceed $247.08.

   c. The amount to be reimbursed will be pro-rated based upon the months the employee had district benefit coverage in 2020-2021. For 12 month employees the reimbursement rate will be $20.59 monthly and those 10 or 11 month employees' the amount will be $22.46 monthly. All other plans will be reimbursed not to exceed the $247.08.

   d. The refund of the contribution will be paid upon ratification and Board approval of this agreement on the July 10, 2021 supplemental payroll.

3. ARTICLE 9 – LEAVES
   a. See attached proposal dated April 9, 2021

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

4. ARTICLE 10 - Transfers
   a. See attached proposal dated April 9, 2021

5. ARTICLE 11 – Evaluation Program
   a. See attached proposal dated April 9, 2021

6. ARTICLE 16 – Vacation Plan
   a. See attached proposal dated April 27, 2021

7. ARTICLE 23 – Term or Agreement
   a. See attached proposal dated April 24, 2021

CSEA, Chapter 6:

Ray Torres (May 10, 2021 11:47 PDT)

Chapter President

NMCUSD:

District Representative

Aleksandr M Hewitt (May 10, 2021 09:03 PDT)

CSEA - LRR

May 10, 2021

Date

5/6/2021

Date

CSEA Negotiation Team

Mary James (May 10, 2021 09:05 PDT)

Ramona Garife

Ramona Garife (May 10, 2021 09:19 PDT)

Erika T Linares

Erika T Linares (May 10, 2021 09:25 PDT)

MarthaAlejandra Gonzalez (May 10, 2021 09:30 PDT)

Jessica Munoz

Jessica Munoz (May 10, 2021 10:29 PDT)

fred mcmurray

fred mcmurray (May 10, 2021 12:11 PDT)

Leslie Rivera

Leslie Rivera (May 10, 2021 09:30 PDT)

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6

December 15, 2021

The provisions of the 2021-2024 negotiated Agreement between the District and the Association shall remain in full force and effect except for the following modifications. All tentative agreements and proposals listed below are attached and incorporated into this Tentative Agreement.

1. ARTICLE 7 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

   See attached article dated December 1, 2021.

2. ARTICLE 9 - LEAVES

   Although the District had originally intended to bring this article forward, the District did not make a formal proposal in this round of negotiations.

3. ARTICLE 10 - TRANSFERS, VACANCIES, PROMOTIONS

   See attached article dated December 15, 2021.

4. ARTICLE 14 - PAY

   The District agreed to a 5.5% increase to the base salary as of July 1, 2021. See attached.

5. ARTICLE 17 - HOLIDAYS

   The District agreed to add Juneteenth National Independence Day to the list of holidays. See attached article dated December 13, 2021.

6. ARTICLE 18 - LAYOFF AND REEMPLOYMENT

   See attached article dated December 15, 2021.

7. ARTICLE 19 – HEALTH & WELFARE BENEFITS

   The District agreed to increase the district's monthly contribution by $109.38 as of the beginning of the plan year. See attached article dated December 1, 2021.

8. New Article - RECLASSIFICATION/REALLOCATION COMMITTEE

   Although CSEA had originally intended to bring this article forward, CSEA and the District agreed to form the committee outside of the negotiations process.

CSEA, Chapter 6:

DocuSigned by:
Ray Torres
Chapter President — 12/21/2021 Date

DocuSigned by:
Aleksander Hewitt
Labor Relations Representative — 12/17/2021 Date

NMCUSD:

DocuSigned by:
Senior Executive Director, Human Resources — 12/17/2021 Date

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6

May 23, 2022

The provisions of the 2021-2024 negotiated Agreement between the District and the Association shall remain in full force and effect except for the following modifications. All tentative agreements and proposals listed below are attached and incorporated into this Tentative Agreement.

1. ARTICLE 9 - LEAVES

   See attached article dated May 23, 2022

2. ARTICLE 11 - EVALUATION PROGRAM

   The District agreed to a new evaluation cycle for Permanent employees. See attached article dated May 18, 2022

3. ARTICLE 14 - PAY

   The District agreed to an increase based on projected Cost of Living Adjustment (COLA) for the 2022-2023 and 2023-2024 school years. See attached article dated May 23, 2022.

4. ARTICLE 19 – HEALTH & WELFARE BENEFITS

   The District agreed to continue to cover the Bronze Plan for employees only for the duration of the collective agreement. See attached article dated May 23, 2022.

5. ARTICLE 24 - RECLASSIFICATION AND REALLOCATION COMMITTEE

   CSEA and the District developed a new article establishing a Reclassification and Reallocation committee.

CSEA, Chapter 6:

5/23/22
Chapter President Date

NMCUSD:

5/23/22
Senior Executive Director, Human Resources Date

LRR 5/23/22
Labor Relations Representative Date

05/23/22

5/23/22

Ramona Gamboa 5/23/22

5/23/22

Fred McMurray 5/23/22

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

District Proposal Article 14 PAY

Time: _____

Negotiations

Between California School Employees Association (CSEA) and its North Monterey County Unified School District Chapter 6

And the North Monterey County Unified School District

December 12, 2024

ARTICLE 14 – PAY

Subject: Proposal for Article 14, Salary Increase for the 2024-2025 School Year

Dear CSEA NMC Chapter 6 Leadership and Negotiation Team,

The North Monterey County Unified School District (NMCUSD) recognizes the hard work, dedication, and commitment of the members of CSEA NMC Chapter 6. We value the critical role that classified employees play in the success of our students, staff, and school communities. It is because of this recognition that we are pleased to present the following proposal for the 2024-2025 school year.

Proposal Overview:
The District is proposing the following:

Article IVX - Compensation

5% salary increase for the 2024-2025 school year for all classified employees represented by CSEA Chapter 6.

The salary increase will be retroactive to July 1, 2024, on a supplemental pay.

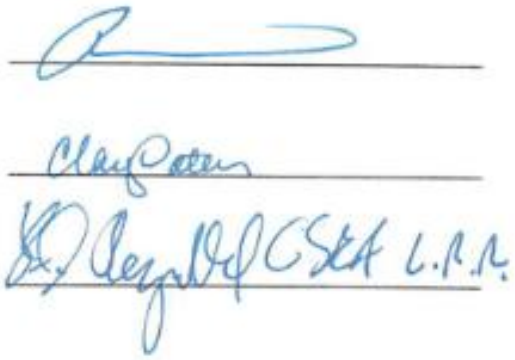
This proposal is reflective of our ongoing commitment to ensuring that all staff receive fair and competitive compensation.

Date December 12, 2024

For North Monterey County Unified School District

For CSEA

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC



DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC

District Proposal Article 19 HEALTH & WELFARE

Time: _____

Negotiations

Between California School Employees Association (CSEA) and its North Monterey County Unified School District Chapter 6

And the North Monterey County Unified School District

December 12, 2024

ARTICLE 19 – Health and Welfare

Subject: Proposal for Article 19, Health and Welfare

Dear CSEA NMC Chapter 6 Leadership and Negotiation Team,

The North Monterey County Unified School District (NMCUSD) recognizes the hard work, dedication, and commitment of the members of CSEA NMC Chapter 6. We value the critical role that classified employees play in the success of our students, staff, and school communities. It is because of this recognition that we are pleased to present the following proposal for the 2024-2025 school year.

Proposal Overview:
The District is proposing the following:

Article IXX - Health and Welfare

An increase to the benefits caps (Employee + 1, 1180.69; Employee + Family, 1309.69) matching the caps with the AFT bargaining unit.

The increase to the benefits cap will take effect beginning with the February payroll period.

This proposal is reflective of our ongoing commitment to ensuring that all staff receive fair and competitive compensation.

Date December 12, 2024

For North Monterey County Unified School District

For CSEA

DocuSign Envelope ID: 65044414-C0EA-4316-A3E1-AA235B1896FC



3. SIGNATURES

The undersigned representatives of the North Monterey County Unified School District and the California School Employees Association and its North Monterey County Chapter 6 acknowledge and agree to the terms outlined in this tentative agreement.

For CSEA Chapter 6	North Monterey County Unified School District
CSEA L.R.R.	

This document reflects a **Tentative Agreement** between the parties. Both the District and CSEA Chapter 6 are committed to finalizing this agreement and working together to support the district's professionals and students.

TENTATIVE AGREEMENT

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT & THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS NORTH MONTEREY COUNTY CHAPTER SIX

This Tentative Agreement between the North Monterey County Unified School District ("District") and the California School Employees Association and its North Monterey County Chapter Six ("CSEA") (collectively "the parties") concerns the District's desire to raise the health benefits caps for all bargaining unit members.

Date: 04/02/25

1. Increase to Benefits Caps

The District agrees to an increase in benefits caps for all bargaining unit members. The increase will be applied to Employee, Employee + 1, and Employee + 2 or more.

- Employee Only $882.78
- Employee + One Dep. $1,402.09
- Employee + 2 or more Dep. $1,534.09

2. RATIFICATION AND FINALIZATION

This tentative agreement is subject to ratification by the Board of Trustees of the North Monterey County Unified School District and the members of the California School Employees Association and its North Monterey County Chapter 6. Once ratified, this agreement will be incorporated into the collective bargaining agreement.