COLLECTIVE BARGAINING AGREEMENT

between the

Adelanto Elementary School District

and it's

C.S.E.A. Chapter #451

2022 – 2025

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ARTICLE 1
Agreement

This is an Agreement made and entered into this 1st day of July, 2022 Between Adelanto School District, hereinafter referred to as "District," and Chapter #451, an affiliate of the California School Employees Association (CSEA), hereinafter referred to as "Association".

ARTICLE 2
Recognition

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per Appendix B.

ARTICLE 3
District Rights

3.1 Retention of Rights

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to:

- Determine its organization;
- Direct the work of its employees;
- Determine the times and hours of operation;
- Determine the times and hours of bargaining unit members;
- Fix and prescribe the duties to be performed by all classified personnel;
- Create new positions and specify the number of persons within each job category;
- Determine the kinds and levels of services to be provided, and the methods and means of providing them;
- Establish its educational policies, goals and objectives;
- Insure the rights and educational opportunities of students;
- Determine staffing patterns;
- Determine the number and kinds of personnel required;
- Maintain the efficiency of District operations;
- Determine the curriculum;
- Build, move or modify facilities;
- Establish budget procedures and determine budgetary allocation;
- Determine the methods of raising revenue;

- Contract out work as provided by law, and prior to taking such action, give the Association (15 calendar days) written notice thereof. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

3.2 Limitations

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the extent such specific and express terms are in conformance with law.

3.3 Emergencies

The District retains the right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is defined herein as a threat to the health, safety or welfare of students or employees, and/or district operations requiring the immediate attention of the District. Emergencies shall not be declared capriciously or arbitrarily. Following the determination of an emergency by the District, both parties shall, upon request, meet and negotiate any negative impact upon unit members that occurs as a result of the district's action to amend, modify or rescind.

ARTICLE 4
Organization Rights

4.1 Association Activities

All Association business, discussions, and activities will be conducted by unit members or Association officials outside established work hours as defined in Article 12, except as follows:

A. Association Meetings: Unit members requiring release time for Monthly Association Meetings will make arrangements with their immediate supervisors at least 8 hours in advance. Unit members requiring release time for Emergency Association Meetings will make arrangements with their immediate supervisor as soon as possible.

B. Notices: Brief notifications or announcements among unit members. (Not more than 5 minutes in duration.)

C. Association Meetings: A maximum of three (3) special Association meetings per year requiring the attendance of all unit members may be called at a time agreed upon by the Association President and District Superintendent or designee. Additional special Association meetings may be called if mutually agreed upon by the District Superintendent and the Association President or designee.

D. Release Time: The Association shall be granted at least of 150 hours of release time (exclusive of release time for the purpose of bargaining committees, and interviews,) for union business, Association workshops and conferences, provided that each unit member seeking release time notifies his/her supervisor at least two workdays in advance. Release time in excess of the 150 hours may be granted provided the Association reimburses the District for the cost of substitutes for persons released. Release time for conference delegates, for the annual CSEA conference held once a year

at a specified place and time shall follow these criteria. The number of delegates that can attend is based upon membership with the number of delegates to be released.

1 – 150 members	2 delegates
151-250 members	3 delegates
251-350 members	4 delegates
351-450 members	5 delegates

In case the Board of Directors of CSEA adopts a policy that changes these numbers, either up or down, the District and CSEA will negotiate the effect. Release time for Conference Delegates is in addition to the 150 hours of release time for Union Business. The calculation of membership will be done by May 15th, for the number of delegates to send to the conference. At that time, CSEA will notify the District in writing who the conference delegates and alternate delegates will be.

4.2 Use of Facilities

All Association business, discussions and activities will be conducted in places other than District property, except when:

A. Breaks: A unit member is on coffee or lunch break.

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

C. Interference: The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school or District program and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening to or speaking with an Association Representative.

D. Fee: The Association will be expected to pay a reasonable fee for unusual expenses related to utilities, security, or clean-up.

E. Expenses: The Association will be expected to pay for any unusual expenses related to wear or damage to District property caused by the Association's use of the property.

4.3 Use of Mailboxes/Email/Bulletin Boards

A. The District will provide the Association with bulletin board space in an easily accessible area at each site where classified employees are assigned. Bulletin board space will be for posting notices of Association meetings, elections, and other notices pertaining to Association matter.

B. The Association shall have the right to use District mailboxes for communications to employees.

C. The Association President shall have the right to use District email for meeting and voting announcements.

D. Limitations: The Association will not post or distribute information that is derogatory or defamatory to the District or its personnel.

4.4 Grievance Processing

The Association will exclusively receive time-off from duties for the processing of grievances at all formal levels of the grievance procedure, Article 14 herein, for unit members who are designated as Job Representatives, subject to the following conditions:

A. By not later than thirty (30) calendar days following the signing of this Agreement the Association will designate in writing to the Superintendent four (4) unit members who are to receive the time-off with no more than two (2) to be released at any one time.

B. Twenty-four hours prior to release from duties for grievance processing the designated representative informs his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and,

C. That such time-off shall be limited solely to representing a grievant in a conference with a management person (Level 1 through Level 3) and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

4.5 New Bargaining Unit Member Orientation

All newly-hired bargaining unit members shall receive an orientation from the District. All newly hired employees, within thirty (30) calendar days of their date of hire, shall receive from the District a "New Employee Packet", insurance information booklet, the bargaining unit member's job description, Notice of Assignment (NOA), work calendar and a CSEA membership packet. A CSEA representative may attend to provide written information pre-approved by the Superintendent or designee. The District agrees that as long as it conducts a centralized new employee orientation meeting the Association chapter president or designee will be allowed to present to new employees information limited to the enrollment process, notification and invitation to chapter meetings, the Association contract information, dues information, and to respond to questions related to these areas.

4.6 Employee Personnel Files

The right to review an employee's personnel files and any other records pertaining to the employee when accompanied by the employee. Access to personnel file shall be granted to CSEA Labor Relations Representative upon presentation of a written authorization signed by the employee.

ARTICLE 5
Salary

The Adelanto School District and California School Employees Association Chapter #451, having negotiated in good faith, the parties hereby agree to the following:

5.0 Effective, July 1, 2024, it is agreed that CSEA bargaining unit members will receive a one time off schedule salary payment of 1% applied to the salary schedule.

In the event another group of district employees receive a salary percentage increase (off/on schedule) greater than the amount agreed above for the 2024-2025 school year, CSEA's bargaining unit salary schedule will be adjusted upward an equal amount.

Additionally, District agrees for classifications that appear on the salary schedule that have an hourly rate that does not meet the legal requirements of minimum wage, those positions shall start on the appropriate range and step that will assure compliance with law.

During the 2024 - 2025 school year the District shall conduct a review of all CSEA bargaining unit job descriptions and their placement on the salary schedule utilizing the outside agency upon Board approval. Per the scope of the contract with the outside agency, this process may include meeting with CSEA bargaining unit members in those job classifications to review the duties currently being performed by those bargaining unit members. The District and CSEA agree that local and comparable School Districts shall be used when determining appropriate salary schedule placement of the job descriptions. The District and CSEA shall meet monthly to review the progress of the job description review. Any changes to the job descriptions or placement on the salary schedule shall be subject to negotiations and the review of all job descriptions has been completed, for the 2025/2026 negotiations cycle.

5.1 The Adelanto School District and CSEA agree that all unit members shall receive a "Notice of Assignment" with an attached school calendar on or about July 31st. Transferred and promoted employees shall receive a new "Notice of Assignment" no later than the start date of the new position. The "Notice of Assignment" shall include step/column, hourly pay rate, number of assigned work days, number of paid holidays, longevity step, total contracted hours, and work site.

5.2 Longevity: The following is the longevity schedule effective July 1st 2023. Longevity stipends shall be paid monthly with their regular salary effective after the first (1st) pay period as follows:

10 Years of Service	5%
15 Years of Service	6.5%
20 Years of Service	8%
25 Years of Service	9.5%
30 Years of Service	11%
35 Years of Service	12.5%

5.3 General Provisions

A. All contract employees shall be paid at their hourly rate for overtime and extra work in accordance with State and Federal regulations. If overtime and extra work is performed in another salary classification, unit member shall be paid in accordance with salary provisions for that classification.

B. All unit members classified as Custodian will be paid an evening shift differential of 2.5% of the base rate of pay on a year round basis for any regular assignment which includes hours after 4:30 p.m.

C. Promotion: When an employee is promoted to a position in a higher classification, his salary shall be adjusted to the minimum step of the new salary range, subject to

evaluation of experience, providing this step is at least 5% more than that which he was earning in the classification. (This provision shall not be retroactive.)

D. Change of classification: When an employee changes job classifications, employee shall be reevaluated for the position in view of the employees original step placement in the former classification. In no case shall a reclassification to a higher-paying position result in an actual reduction in income. In no case shall actual years of experience in the District be taken away.

E. New employees may be given credit only for experience comparable to the job description, to a maximum of two years, (Starting on the 3rd step.) or a maximum of five years (starting on the 6th step) for hard to fill positions.

F. This salary schedule is based on an 8-hour work day in accordance with the bargaining unit work schedule, annual calendar, and schedule of paid holidays.

G. Beginning at step 8 and continuing thereafter, each annual increase shall be .25% higher than the previous step.

H. Vacation accrual adjustments shall occur on July 1st of each year.

I. Salary step increase adjustments shall occur on the first (1st) of the month after the unit members District Hire Date each year.

5.4 Payroll Errors

Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit member payroll or in the payment of any bargaining unit member's salary, the district shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. Should the error result in an overpayment to the bargaining unit member, he/she and CSEA

shall be given five (5) workdays following such determination to submit a written request to negotiate a repayment plan fair to the bargaining unit member and the district.

5.5 Working Out of Class

Unit members are not expected to perform duties of a higher-level classification for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period. Effective, July 1, 2024, when required to do so, unit members performing duties of higher classification for a period of more than five (5) working days within a fifteen (15) calendar day period shall receive step 1 of the classification for the duties they are performing or a 5% upper adjustment of their salary for the entire period the unit member is required to work out of classification, whichever is greater.

5.6 Working In More than One Bargaining Unit Position (Part-Time Employees Only)

Unit members who work a part time position and acquire another part time position in a different classification cannot exceed an eight (8) hour workday. Unit members working in two classifications shall be compensated at the normal rate of pay of each position in accordance with APPENDIX H – SALARY SCHEDULE. In the event that the unit members' workday exceeds eight (8) hours, the unit member shall be compensated at the overtime rate of the appropriate classification.

ARTICLE 6

Health and Welfare/Benefits/Early Retirement/Life Insurance and Medical Insurance

6.1 Effective July 1, 2025: The District shall cover the entire cost for the Kaiser HMO 30 health and welfare, premiums. If a bargaining unit member selects a health and welfare plan other than the Kaiser HMO 30 plan, they are responsible for paying the cost difference between their selected plan and the Kaiser HMO 30 plan. In the event another group of District employees receive a higher increase to the amount paid by the District for health and welfare benefits greater than the amount agreed to above for the 2025-2026 school year, the health and welfare amount paid by the District for CSEA Bargaining Unit Members shall be increased an equal amount retroactive to July 1, 2025. Effective July 1, 2026: The District shall provide a monthly cap of $1,700.00 towards payment of health and welfare, premiums. Dental, vision and life benefits shall be provided at no cost. These benefits shall be provided on behalf of each eligible unit member who is assigned (based on Notice of Assignment) five (5) or more hours per day (5 days per week). Insurance benefits shall be granted on the first day of the month following the unit member's date of hire. The District agrees to reopen this Article for the purpose of negotiating CSEA's "Me Too" clause which includes orthodontic benefits in their dental plan equivalent to the Adelanto District Teacher's Association's dental plan. Medical plans may be selected through group participation in the District's insurance advisory committee which shall be made up of equal representation from the effected employee groups, however this shall not be misconstrued as a waiver of CSEA's right to bargain the effects.

A. If there is an increase in medical premium, CSEA and the district will meet within fifteen (15) calendar days after the district notifies CSEA that the final rates have been received.

B. Employee contributions are based on 12 month employees. Employees working less than 12 months will have their annual contribution adjusted accordingly. Employees working 10 or 11 months will have a higher monthly contribution based on the smaller number of months that payments will be deducted.

C. Dental Insurance (unit member and eligible dependents, to include spouse/domestic partner), providing coverage of a least $2,500 in network/$2,000 out of network maximum plan. Dental insurance will also include Orthodontic coverage (unit member and eligible dependents) equal to 50% up to $1,000 per person for lifetime.

C. Vision Insurance (unit member, and eligible dependents to include spouse/domestic partner).

D. $3,000.00 buy-out to the Bargaining Unit Members with proof of alternative health Insurance to be paid in twelve equal payments.

E. $50,000 Term Life Insurance for all unit members, with dependent coverage (child and spouse) of $1,500 at no cost to the employee.

6.2 Unit members working at least four (4) hours per day but less than five (5) hours per day shall be entitled to a $550 "cafeteria option" on a pro rata basis applied to any of the following benefits:

A. Dental Insurance (unit member and eligible dependents to include spouse/domestic partner).

B. Vision Insurance (unit member and eligible dependents to include spouse/domestic partner).

C. <u>Tax Sheltered Annuity</u>

The pro rata share shall be determined by the number of hours assigned to the unit member, divided by the number of hours in a full time assignment. (Example: four (4) hour employees = 4 hr. /8 hr. = 50% of $550 or $275). The difference shall be paid by the

unit member through monthly payroll deduction. Employees that become eligible for the full benefit package during the qualifying period will no longer be eligible to receive the Tax Sheltered Annuity.

6.3 Retirement Medical Benefit

A unit member who chooses to retire upon reaching age 53 or older and who has served at least ten (10) years in the District in a full time position (five (5) hours or more per day) may elect to receive the same health insurance benefits until Medicare age based on his/her dependent status at the same rates as active employees. Additional medical coverage for the employee's spouse or eligible dependents may be purchased by the retiree if selected during the open enrollment period or following a life changing event (marriage/divorces, child birth or adoption, etc.) as defined by the insurance carrier's contract agreement. These options will be offered at the same rates as active employees.

Retirees that have met the above qualifications as of June 30, 2014 will continue to receive health benefits for the employee + one (1) at no cost in lieu of a 100% paid composite rate. Coverage will continue until the employee and/or the additional covered individual becomes Medicare eligible. At that time the plan will convert to the 100% single party AETNA HMO rate. Dental and Vision coverage will continue to be offered to retirees at the retiree's expense at the district's retiree rates provided that the insurance provider allows such coverage for retirees.

A. As an alternative, the District shall pay a lump sum payment equal to $1200 per year for each year remaining to age 65.

ARTICLE 7

Uniforms/Attire

7.1 Non- Uniformed unit members shall be responsible for their own attire and footwear. The attire must be clean and in good repair. Unit members shall project a positive dress example for students and community that shall align with the position.

7.2 After obtaining input from affected employees, the Department Head shall determine the color of uniform and the type, color and style of shoes to be worn. The uniform shall consist of shirt and long or short pants.

7.3

A. The following unit members are required to wear a uniform which will be provided by the District and routine maintenance (i.e. cleaned) by the unit member. Damaged or worn uniforms shall be replaced by the District:

Job Title	
Campus Security Assistant	Food Service Worker II
CNS Deliver Driver	Instructional Technology Liaison
Food Service Worker I	Information Systems Support Technician

A minimum of six (6) required uniforms will be provided annually, as needed.

These unit members will receive a $15.00 per month allowance for uniform maintenance.

B. The following unit members are required to wear a uniform which will be provided and maintained by the District:

Job Title	
Bus Driver	Heating & Air Conditioning Specialist
CNS Maintenance Specialist	Lead Custodian

Custodian	Maintenance Worker
Groundskeeper	Vehicle Mechanic
Lead Groundskeeper	Warehouse Person
Maintenance Electrician	

A minimum of five (5) required uniforms will be provided.

7.4 District employees listed in this Article shall be required to wear their District issued uniform at all times when performing their assigned duties except as provided in the section 7.7 below. Proctors, School Bus Aides, and Campus Security Assistants are required to wear a District supplied outer garment that is visible at all times when performing their job duties.

7.5 The following unit members are required to wear steel-toe footwear and will receive an additional $25.00 per month allowance:

Job Title	
CNS Delivery Driver	Lead Groundskeeper
CNS Maintenance Specialist	Groundskeeper
Custodian	Maintenance Worker
Maintenance Electrician	Vehicle Mechanic
Heating & Air Conditioning Specialist	Warehouse Person
Lead Custodian	

The following unit members are required to wear slip resistant footwear will receive an additional $10.00 per month:

Job Title	
Bus Driver	Food Production Coordinator
Campus Security Assistant	Proctor

Food Service Worker I School Bus Aides

Food Service Worker II

7.6 Discipline for not wearing uniform:

First Offense – Verbal warning, accompanied by a written memo, not to be placed in personnel file.

Second Offense – Written letter or Warning to be placed in personnel file.

Third Offense – Written reprimand to be placed in personnel file.

Fourth Offense – 1-day suspension without pay.

Fifth Offense – 3 days suspension without pay.

Sixth Offense and any thereafter – 5 days suspension without pay.

7.7 During the summer break, when students are not present, uniformed unit members may wear casual attire except for required safety equipment (no tank tops, tube tops, sleeveless shirts, short shorts, spandex or biker shorts, no sandals).

ARTICLE 8
Performance Reviews

8.1 Definition (Refer to Appendix D)

A performance review is a formal written document, which reviews a unit member's overall performance during a set period of time. This Article is intended to assist the bargaining unit member in the improvement of or the reinforcement of satisfactory job performance in a constructive and collaborative way that assists the employee in their success of performing of job duties. A performance review may not be used as a form of disciplinary action; however, it may reference performance issues previously discussed in prior meetings or conferences.

8.2 Reviewer

Unit members shall be reviewed by the principal and/or the immediate supervisor. Performance reviews shall be written by management personnel who are immediately responsible for the work of the employee. The reviewer either oversees, reviews, or checks the daily work performance of the unit member being rated, or is the one who is most closely acquainted with the unit member's work performance. Reviewer may consider input from other personnel having direct knowledge of work performance and the evaluation shall be the sole responsibility of the assigned district manager/supervisor of the unit member.

8.3 Frequency

A. Probationary unit members during the third 3rd and sixth 6th months of their probationary period. If the third 3rd and sixth 6th month performance reviews fall within the current fiscal year, the June 1st performance review is not required.

B. Performance reviews shall be made for newly promoted unit members and/or unit members who voluntarily transfer to another position during the first 30 work days and within two weeks of the conclusion of the 60 work day conditional period.

C. Permanent unit members shall be evaluated no later than by June 1st each school year. If a performance review for a permanent unit member is not completed by June 1st of each year, the performance rating shall be deemed satisfactory for that year only.

D. All new unit members will serve a six (6) month or 130 paid days, whichever is greater, probationary period.

8.4 Orientation

Reviewers will explain the purposes of the performance report and the tentative schedule of the upcoming evaluations to probationary unit members and provide a blank copy of the performance review form for informational purposes.

8.5 Performance Review Conference and Report

After making the performance review, the evaluator will:

A. Conduct a rating conference with every unit member who is reviewed.

B. Explain to the unit member in a conference:

1. Reasons for performance ratings.
2. Basis for rating.
3. Areas where work performance may be improved.

C. Sign the performance report in triplicate and attempt to obtain the signature of the unit member being rated.

D. Give the unit member a copy of the performance report.

E. Keep a copy on file.

F. Forward the original to the District's Human Resources Department for inclusion in the unit member's personnel file.

G. If a unit member is absent on the day of a prearranged performance review conference, the supervisor will meet with the unit member upon their return to work, an additional 48 hour notice is not required. If the unit member and supervisor are unable to meet prior to June 1st, due to a unit member's absence, the supervisor will mail a copy of the performance review to the unit member, and forward the original to the Human Resources Department. The unit member may request to meet with the supervisor or respond in writing to the performance review upon their return to work. The unit member shall submit their response to the performance review to the Human Resources Department to have it attached to the copy of the performance review placed in their personnel file within ten (10) workdays.

8.6 Right of Representation

A unit member being given an unsatisfactory annual performance review shall have a right to be represented by a representative of his or her choosing, as permitted by law. The unit member shall be given 48 hour advance notice as required below. (Refer to Appendix F.)

8.7 Prearranged Conference

A prearranged conference is required when the conference is designed to improve unit member's job performance and a written follow-up is anticipated as required by section 8.9 below. When a prearranged performance review conference is held, the unit member shall have the right to have a union representative present. A prearranged conference requires a minimum 48 hour advance notice. Furthermore, if an employee is summoned to a meeting with their Supervisor or Human Resources Department which may lead to discipline, they will receive a 48 hour notice (not to include weekends) and they will have the right to union representation.

8.8 Personnel Files

No performance review of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the reviewer. Unit members may respond within 10 workdays to any negative, derogatory exhibit or document with their own supporting exhibit or documentation prior to the exhibit or documentation being entered into the employees file. Unit members may request to review their personnel file at any time during business hours. The District shall accommodate that request and allow the unit member to review their personnel file within five (5) working days of the request.

8.9 Recommendations for Improvement

A. When a supervisor perceives a unit member's work performance is less than satisfactory, the unit member shall be notified at a conference prior to his/her annual performance review with sufficient time to improve. If the supervisor determines that a Performance Improvement Plan (Appendix K) is necessary for a permanent unit member, the improvement plan shall be in writing in sufficient detail to advise the unit member of the required goals and objectives. The supervisor shall meet with the unit member concerning whether the goals and objectives have been met no later than 30 – 60 days prior to the next formal performance review.

B. Any negative performance review shall include specific recommendations for improvement. The unit member has the right to review and respond to any derogatory evaluation.

C. Letter of understanding (Performance Review Form – Appendix D.)

On the performance review form, performance ratings shall be:

U Unsatisfactory

N Needs Improvement

S Satisfactory

C Commendable and

E Excellent

Any unit member receiving a rating of less than satisfactory shall have a written justification on the negotiated performance review form. The form to be utilized is shown in Appendix D.

8.10 New Hires

Probationary employees are not eligible for transfers or promotions.

ARTICLE 9
Leave Provisions

Immediate Family Definition

The immediate family is defined as husband, wife, registered domestic partner, mother, father, daughter, son, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, aunt, uncle, nephew, niece, cousin, cousin-in-law or other persons living in the household subject to the approval of the superintendent.

9.1 Absence Notification

Bargaining Unit Members shall give at least two (2) hours absence notification, prior to their assigned reporting time. All absences must be entered into the Absence Reporting System and their immediate supervisor must be notified by phone, text, or email.

A. Authorized Leave Verification

Prior to approval of any paid leave, the District may require a unit member to furnish a doctor's certificate, affidavit or other documentation, appropriate to the circumstances, on forms prescribed by the District, as verification of illness or other reason for authorized leave. Verification may be required when the District has reasonable grounds to question the validity of any request for approved leave.

1. After three (3) consecutive days of absence the District may require verification of leave.
2. In the event the District directs a unit member, who has not previously visited a doctor in connection with the absence in question, to obtain a doctor's certificate, the District shall select the doctor, pay for the medical examination, and the examination shall be scheduled during working hours during which the unit

member shall receive paid leave. In selecting the doctor in such a case, however, the District shall permit the employee to select from a list of four doctors provided by the District. If the employee declines to make such a selection or fails to do so within 48 hours, the District shall choose the doctor from the list of four.

B. Notification of Return: Unit members shall notify the immediate supervisor of their impending return to duty in ample time to inform the substitute of their release from temporary assignment

9.2 Jury Service

A. Compensation: A unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member the difference, if any, between the amounts received for jury duty and the unit member's rate of pay. Any meals, mileage, and/or parking allowance provided to the unit member for jury duty shall not be considered in the amount received for jury duty. The unit member shall turn in any jury duty compensation check they receive in return for their regular pay.

1. Any unit member who is called to jury duty during their regular work year and obtains a deferral to a period when they are normally off work, i.e., during breaks, can present their original jury duty summons and be paid the sub duty rate for their period of jury duty served in the off period, (non-contract days).
2. If the unit member fails to turn in jury duty fees within 60 days of the time jury duty was claimed, the payroll department may withhold the amount of the fee for the days claimed from the unit member's check. If the unit member does not

receive a jury duty check within 60 (sixty) days, it is their responsibility to notify payroll of that fact.

B. Notification: A unit member who is subpoenaed to serve on jury duty shall be granted a leave of absence to do so. The unit member shall notify the District at the earliest possible date of the impending jury duty.

C. Length of leave: Leave shall be granted for all days of attendance in court as certified by the clerk or other authorized officer of the jury or court provided such duty interferes with job assignment.

D. Grand Jury: No leave of absence with pay will be granted to serve on a grand jury.

E. Work Time: Unit members shall work all regularly assigned hours which do not interfere with jury duty providing the combined hours do not exceed eight (8) hours/day.

F. Witness Leave: A witness leave is a leave granted to allow a bargaining unit member to appear as other than a litigant in the case in response to an official order from governmental jurisdiction (excluding service in an Unfair Practice charge against the District).

1. Compensation: Payment may be made for such leave up to a two (2) days per year and may not be accumulated from one year to the next, and shall be up to but not more than the difference between the bargaining unit member's regular earnings and any amount received for witness service. The employee must provide to the district a formal subpoena for proof of service attached to their absence report.

9.3 Military Leave

A unit member shall be entitled up to 30 days military leave per article 395.03 from the Veteran/Military Code required by law and shall retain all rights and privileges granted by law

arising out of the exercise of military leave. Notification of such leave is to be requested by filling out a Request for Leave of Absence form as soon as unit member receives military orders and attaching a copy of the orders. Employees must meet with the Human Resources Department upon notification of military leave.

9.4 Illness Leave

A. Definition: An illness leave is granted to a unit member who is unable to work due to personal illness, injury, or quarantine.

B. Length of Leave: Each unit member shall be entitled to one (1) day's illness leave for each month's service rendered during the fiscal year, plus any amount not taken in previous years. Such leave may be taken at any time during the school year, in accordance with Education Code provisions. Accrued, but unused illness leave shall be carried forward from year-to-year as presently provided by law and by the rules and regulations of the District now in effect.

C. Extended Illness Leave

1. Unit members shall, once a year, be credited with a total of 100 working days of entitlement pursuant to Education Code §45196. Such days of illness leave used in addition to those fully paid under 9.4 B above shall be compensated at 50 percent of the unit member's regular salary. Days granted under Article 9.7 Industrial Accident and Illness Leave, are not included in the 100 illness leave days and will be granted prior to application of this section. All other leave entitlements as governed by State and Federal Law will run concurrently.

a. Once unit members have exhausted their illness leave entitlement pursuant to 9.4 B. above, medical certification for absences is required in order to receive 50% pay.

b. Catastrophic Leave: Refer to Education Code Section 44043.5 a.1.

D. Certification Requirement:

1. In the event of absence due to illness the District may require a statement, after 3 consecutive days, of a physician, certifying the illness.

a. Prior to returning to work, unit members may be required to furnish evidence of a physical examination or statement from a physician certifying his or her fitness to resume duty. It is the responsibility of the unit member to provide written notification via the physician's completion of a return-to-work order at least two (2) work days prior to the anticipated date of release to work following leaves for any of the aforementioned reasons. Such notice is to be given to the District, to enable the District, at its option, to schedule the unit member for a return-to-work physical examination with a physician selected by the District, at District expense, prior to the unit member's return to regular status. The physician(s) selected by the District shall make the final determination as to the unit member's ability to return to work. In the event the unit member is not released to return to work by the physician selected by the District, the unit member's status will continue on leave until all paid leave is exhausted. All medical information will be kept confidential.

b. If the unit member's return-to-work order, whether prepared by the unit member's own physician or the physician retained by the District, authorizes a release to work but contains restrictions regarding physical

activities, the District, in consultation with the employee, immediate supervisor, and said physician, shall make the final determination as to whether or not the essential functions of the position can be performed in light of such restrictions with reasonable accommodations, or whether the unit member should remain on leave until he or she is fully capable of performing the essential duties of the positions. Unit members will remain on leave until the final determination is made.

c. If the return-to-work order containing restrictions is prepared by the unit member's physician, the district shall have the option, as set forth above, to require the unit member to submit to an examination, at District expense, to a physician retained by the District.

d. If the unit member is allowed to return to work with restrictions, it shall be the responsibility of the unit member to provide the District with periodic updates from his or her physician, at the unit member's expense, of the continued necessity for such restrictions. Similarly, the District, at its option, may require the unit member to submit to periodic examinations by a physician retained by the District, at District expense, to verify the continued necessity for such restrictions.

9.5 Leave for Pregnancy Disability

A. Unit members are entitled to use sick leave as set forth under Illness Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length

of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District may require a verification of the extent of the disability through a physical examination of the unit member by a physician appointed by the District. The unit member on leave for pregnancy disability shall be entitled to return to a position within the same salary classification to that held at the time the leave commenced. All other leave entitlements as governed by State and Federal Law will run concurrently.

9.6 Parental Leave/Child Bonding Leave

Unit members shall be granted paid parental/child bonding leave in accordance with Education Code 45196.1. and in accordance with all applicable laws and the District's Administrative Regulation AR 4261.8.

A. Requests for Paid Parental Leave for non-birthing parents shall be submitted to the Human Resources Department with 30 days advance notice of expected delivery date or anticipated placement date of a child for adoption or foster care. The 30 days advance notice is not required in emergency situations.

B. Requests for Paid Parental Leave for birthing parents shall be submitted to the Human Resources Department at least two weeks prior the date of return to work. 30 days advanced notice is required if paid Parental Leave does not commence immediately after Pregnancy Disability Leave/Maternity Leave.

9.7 Industrial Injury and Illness Leave

A. Employees will be entitled to industrial injury or illness leave according to the provisions of the Education Code and provisions of this section for injury or illness arising out of or in the course of employment.

B. In order to qualify for industrial injury or illness leave coverage, an employee claiming such leave shall be subject to examination of a District-appointed physician to verify his/her condition and to evaluate any claims. Employees may designate a personal physician prior to an injury by submitting a pre-designation notice to the Human Resources Department.

C. An employee shall be permitted to return to their regular assignment after an industrial injury or illness leave only upon presentation of a full-duty release to the Risk Management Department from the District-appointed physician and/or from the treating physician, certifying the employee's ability to return to his/her position with or without restrictions and without detriment to the employee's physical and emotional well-being the District will make the final determination as to the District's ability to accommodate any work restrictions. The bargaining unit member has the right to representation from the Association at all accommodation's meetings.

D. An employee who has sustained a work related injury or illness shall report the injury to their immediate supervisor and complete the appropriate packet of paperwork the same work day the injury or illness occurred, or no later than the next scheduled work day following the injury or illness if such injury or illness occurs after school hours, unless the employee's condition makes it physically impossible to do so.

E. An employee absent from duty because of a verified, reported, and accepted industrial injury or illness resulting from his/her regular assignment and qualifying under the provisions of Workers' Compensation Insurance Law, shall be compensated at the same rate the employee would have received had they worked from the first day of absence up to and including the last day of absence not to exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would

otherwise have been performing work for the District in any one fiscal year for the same industrial injury or illness.

F. The employee may file a pre-designation of physician form with the District. If such form is on file, the employee will initially be sent to the physician so designated in case of a work-related injury or illness. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of the time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.

G. During any industrial injury or illness paid leave of absence, the employee shall endorse to the District any temporary disability indemnity checks received on account of the industrial injury or illness. The District, in turn, shall issue the employee the appropriate salary warrants for payment of salary less normal deductions, providing that the claim has been approved by the Third Party Administrator.

H. Allowable leave under this section shall not be cumulative from year to year if the same industrial injury or illness extends into the next fiscal year, employees shall be allowed to use the amount of industrial injury or illness leave remaining from the previous fiscal year.

I. Qualified industrial injury or illness leave will commence on the first day of absence. The industrial injury or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial injury or illness leave has been exhausted, employees shall be entitled to use available paid leaves, including but not limited to illness leave, vacation leave, differential pay, or other paid leave, which, when added to the Workers' Compensation benefits does not exceed one hundred percent of the unit members regular salary.

J. Industrial injury or illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

K. Benefits under such leave shall become available to all unit members upon employment.

L. Employees who present an industrial status report from their doctor with restrictions or a modified duty release, may be assigned duties in their classification or in another classification for which they are qualified providing those duties are within the restrictions prescribed by the treating physician. Modified duty assignments shall be limited to a maximum of forty-five (45) days.

M. Employees who are medically unable to assume the duties of their assignment who have exhausted available leaves, paid or unpaid, shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the employee shall be re-employed in a vacant position within their classification over all other candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.

9.8 Personal Necessity Leave

A. Entitlement: Any classified employee may use, at his/her election a maximum of seven (7) days of accrued sick leave for the purposes of personal necessity.

1. The Superintendent or designee under the supervision of Human Resources, may approve an extension of personal necessity beyond seven (7) days. Request for an extension of Personal Necessity Leave beyond the 7 days shall be made in writing and it is understood that additional days shall utilize accrued sick leave. Verification of the reason(s) given is required. In the event of the exhaustion of

sick leave the unit member may use other earned leaves up to ten (10) days, if approved.

B. Unit members may use Personal Necessity for the following reasons:

1. Death of a member of his/her immediate family. This shall be in addition to normal bereavement leave.
2. Accident involving his person or property or the person or property of his immediate family of such emergency nature as to require the presence of the employee during his working day.
3. Appearance of the employee in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Serious or critical illness of a member of the immediate family of such nature as to require the presence of the employee during the working day.
5. Appointment, which cannot be secured during non-duty hours with a doctor or dentist for the employee, or a member of the immediate family, requiring the presence of the employee during the working day.
6. Attendance at a funeral service when such attendance causes the employee to be absent during the working day. This shall be in addition to the time provided for Bereavement Leave.
7. Unit members with school age children and/or who are attending college may attend, during their regular workday, parent conferences and/or regularly scheduled school activities.

C. Request: Unit members shall submit an Absence Report requesting Personal Necessity Leave to their immediate supervisor with forty-eight (48) hours ~~in~~ advance notice, unless such leave is of an emergency nature. Unit members have three (3) work days upon

returning to work from Personal Necessity to submit an absence report if Personal Necessity is for an emergency situation.

9.9 Bereavement Leave

The District may request Verification of the employee's immediate family relationship and/or attendance of service, if available.

1. A Unit Member shall be entitled to a maximum of five (5) days of leave of absences, without loss of salary due to the death of any member of his/her immediate family member.
2. Bereavement leave shall be used within six (6) months of the death of an immediate family member. This timeline may be extended due to unforeseen circumstances. If the request is denied, the Unit Member may appeal to the Superintendent or designee within ten (10) days.
3. If possible, a request for bereavement leave shall be submitted to the Superintendent or designee at least one (1) day prior to the requested leave.
4. Unit members who serve as the head of their family, designated conservator or lawfully serve as power of attorney for the estate of the deceased may be granted use of an additional bereavement leave of five (5) days that shall not be deducted from the unit members accrued leaves to attend to the business of the deceased with the approval of the Superintendent or their designee.

9.10 Personal Business Leave

A. Entitlement: Any unit member may use, at his/her election, not more than five (5) days of accumulated sick leave benefits, per school year, of which only three (3) can be consecutive once per school year, (school year as defined in Education Code Section 37200) for personal business or civic responsibilities. (Non-cumulative.)

B. Request: Unit members shall submit an Absence Report requesting Personal Business Leave to the immediate supervisor with 48 hours advance notice, when possible. Unit members have three (3) work days upon returning to work from Personal Business to submit an Absence Report if 48 hours advance notice is not possible. Records shall be maintained in the Payroll Department.

9.11 District Declared School Closure

All classified employees whose primary role is student-related shall not be required to work on a district-declared school closure. Unit members will be expected to work on the make-up day(s) or take a personal business day, personal necessity day, vacation day, or unpaid day on the district declared closure day. The following job classification contracts embody student-related positions: 180 day, 182 day and 185 day work contract employees.

All other classified employees are expected to work. If employees in these job categories cannot reach their job location, or deem it unsafe to travel, they shall notify their supervisor and consideration shall be given to granting a personal business day, personal necessity day, vacation day, or unpaid day on the district declared closure day.

9.12 Personal Leave

A. Definition: A personal leave is a leave granted for personal reasons (matrimony, urgent business affairs, family illness, religious holiday observance, attendance at a non-school connected convention, etc.)

B. Entitlement: Maximum personal leave is twenty (20) consecutive working days. Leave may be extended upon approval of the Superintendent or Designee.

C. Request/Approval: Absence for personal reasons are not encouraged but may be granted, subject to approval of the Superintendent. A Request for Leave of Absence form shall be submitted to the Human Resources Department.

D. Compensation: Salary deductions shall be made for each day of such absence equal to the individual employee's established daily rate. (See Article 9.7 and Article 9.9 for additional provisions).

9.13 Study, Retraining and Opportunity Leave

A. Definition: An opportunity leave is a leave granted in order that a permanent employee may have time for study/retraining or to accept a position which will result in the employee rendering more effective service to the District upon return.

B. Length of Leave: Leave may be granted for a maximum of one fiscal year.

C. Compensation: No salary will be paid by the District for the period of the leave.

D. Request Procedure: The unit member shall submit a written request to the Assistant Superintendent of Human Resources, including a description of the opportunity and how it will enable the employee to render more effective service to the District upon return. The Superintendent will consider each case specifically on its merits.

E. Prior Service: Study leave cannot be granted to an individual who has not served at least seven (7) consecutive years preceding granting of the leave or for retraining and employment purposes who has not rendered service to the District for at least three (3) consecutive years preceding the granting of the leave.

F. Accrual of Benefits: Any leave of absence granted under this policy shall not be deemed a break in service except that such leave shall not be included as service for the granting of any subsequent leave under this type of leave, nor shall the unit member earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

G. Return: Upon return from Study, Retraining or Opportunity Leave, the unit member shall be assigned to the same job classification as vacated at commencement of leave.

ARTICLE 10
Holidays

10.1 Entitlement

All Unit members shall be entitled to the paid holidays as indicated in Article 10.2, provided the unit members are in paid status during the working day immediately preceding the working day succeeding the holiday.

10.2 Holiday Recess Periods

The Holidays listed below which fall during the Thanksgiving, Winter, Spring and Summer breaks shall be granted to unit members not normally assigned to work during said breaks provided the unit member was in paid status during the work day immediately preceding or succeeding the break period.

1. Juneteenth
2. July 4th
3. Labor Day
4. Admissions Day (The day before or the day after New Year's Day)
5. Veteran's Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day
9. Day before or the day after Christmas
10. New Year's Day
11. Martin Luther King, Jr. Day
12. Lincoln's Birthday
13. Washington's Birthday

14. Good Friday

15. Memorial Day

Although the number of days listed above will not change, the actual days off will be determined by representatives from the Association and the District after the student calendar has been set by Trustees.

10.3 Weekend Holidays

When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

10.4 Working on a Holiday

When a unit member is required to work on any holiday, he/she shall be paid compensation, or given compensatory time off for such work in addition to regular pay received for the holiday at the rate of time and one-half of his/her regular rate of pay. The District and CSEA shall be involved in the planning of the school calendar as it relates to student non-attendance days.

ARTICLE 11
Annual Vacation

11.1 Accrual

Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced according to the rules and regulations as set forth.

11.2 Vesting of Entitlement

Although probationary unit members earn vacation days pursuant to 11.1, such days do not become a vested right until completion of the first six months of employment. If vacation is taken in advance of entitlement, a unit member who terminates after using advanced vacation time shall reimburse the District for those days taken over the actual entitlement.

11.3 Scheduling

While an effort will be made to accommodate specific vacation dates requested by unit members, vacation time may be rescheduled if the unit member's absence on the dates requested is in conflict with the best interests of the District as determined by the unit member's immediate supervisor. Employee will submit a vacation request at least five (5) business days prior to the first day of requested vacation. Response to vacation request shall be returned to the unit member within three (3) business days. When two (2) unit members in the same department request vacation on the same day for the same day(s) off, the employee with the most seniority shall be given preference. This will not apply to previously approved vacation requests.

11.4 Accrued Vacation

Vacation must be used within two years as of June 30, (end of fiscal year) and each subsequent year employees will be paid for vacation days accrued in excess of the two-year allotment. (A

unit member who earns 20 days per year, for example, shall never have more than 40 days of accrued vacation at the end of any fiscal year.)

11.5 Vacations:

A. The Superintendent or their designee will arrange vacation days for those classified employees who are eligible, as provided by the Board of Trustees.

B. Vacation with full pay is granted to each classified employee at the following rates, or as stipulated otherwise:

0 - 2 years - 1 day per month of contract

3 - 6 years - 1¼ days per month of contract

7 - 9 years - 1½ days per month of contract

10 years & over - 1¾ days per month of contract

20 years & over - 2 days per month of contract

C. The time of annual vacation shall be scheduled in accordance with the needs of the District and as nearly as possible at the convenience of the employee.

D. Employees on an hourly contract eligible for earned vacation time shall be paid the commensurate rate monthly as such earned vacation time is accumulated.

E. No vacations will be granted to the 9 ½, 10, 10 ½ month employees during the months of July and August. These employees are expected to take their vacations during the Fall Break, Thanksgiving Break, Winter Break and/or Spring Break or other suitable periods during the school year, in accordance with established work schedules.

F. Payment in lieu of partial vacation will be made to employees who are terminating their employment with the District.

Unit members in a regular work status who work less than eight hours per day will have vacation time prorated.

ARTICLE 12

Hours and Overtime

12.1 Definition/Scheduling

The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. A part-time member is any member who has a regular assignment, which consists of less than eight (8) hours per day. The scheduling of the hours and the workdays shall be at the sole discretion of the District management, as long as it does not conflict with any part of this contract. The hours of unit members at each site shall be determined by the site administrator. Changes in unit members scheduled hours of 60 minutes or more shall be negotiated. The work year for all bargaining unit members shall be at least 181 days per year.

Overtime for a full-time unit member is defined as work performed which is in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any one week.

Overtime for a part-time unit member is defined as work performed which is in excess of eight (8) hours in any one day, in excess of forty (40) hours in any one week, or for any work on the 6th or 7th day.

12.2 Overtime and Extra Time

The District will provide compensation or compensatory time off at a rate equal to one and one-half (1½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime.

Extra Time: When a part-time member works more than their regular assigned hours, but less than eight (8) hours per day, they shall be compensated at the rate equal to their normal hourly rate, except where extra time is worked in a higher class (see Article 5.5).

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

A. Distribution: Overtime and extra time will be distributed on a rotational basis equitably to employees within each classification at their assigned site beginning with the most senior employee. Overtime and extra time shall be offered only to unit members that have passed the Department test for the position in which overtime and extra time are available.

If a unit member within the classification or a unit member who has passed the test for the position is not available, Overtime and Extra time may be offered to unit members for a position outside their job classification at their assigned site with the approval of Human Resources on a rotational basis beginning with the most senior employee.

B. If a Lead custodian is absent, their shift will be offered to a qualified night custodian at that site. If they decline it, or cannot be immediately reached, then it will be offered to other night custodians by seniority.

(Qualified is determined by passing the Lead Custodian exam provided by the District. Any night custodian can take the test for Lead Custodian by notifying HR. The test will be provided within 2 weeks.)

C. Interpreter/Translation Duties

Any time a bargaining unit member is requested on a voluntary basis to work outside their regular assigned hours for the purposes of interpreting and/or translating they shall be compensated at their hourly rate or overtime rate when applicable. A bargaining unit member who is not specifically trained to Interpret/Translate shall not do so in IEP meetings.

12.3 Paraprofessional Stipends

A. In the event a teacher or substitute teacher is not present, a Paraprofessional II assigned to the class shall receive a daily stipend of twenty (20) dollars for each instructional period of coverage for middle schools and one (1) hour per elementary schools. If more than one Paraprofessional is assigned to the classroom, this amount shall be paid on a rotational basis, starting with the most senior Paraprofessional assigned to that classroom. In the event that a Paraprofessional is not available, the unit member assigned by the site administrator to monitor students in the classroom, will be eligible for the stipend. A Classroom Coverage stipend request form (Appendix I) shall be submitted to the site administrator and submitted to the Assistant Superintendent of Human Resources for approval.

B. Unit members who are designated as a Paraprofessional II performing specialized healthcare duties including but not limited to toileting, diapering, feeding tubes and any other healthcare duties as determined by the students IEP and approved by the Assistant Superintendent of Human Resources, shall receive a $75 monthly stipend. TK-Paraprofessional performing diapering duties shall receive a $55 monthly stipend. The stipend shall be prorated for employees working less than six (6) hours.

12.4 Bilingual/ Bi Literate Stipend

A unit member, who is frequently called upon to converse with people in a language other than English and performs this duty on a regular basis, may be eligible to receive a bilingual or biliterate stipend. Unit members shall submit the Classified Employee Request for Bilingual/Biliterate Stipend form to the site administrator, who after review shall submit the request form to the Human Resources Department and a CSEA representative shall receive a copy of the request form (Appendix J).

A. The stipend shall be based on a full time employee and shall be pro-rated for part time employees.

B. The amount of the stipend shall be $65.00 (sixty five dollars) per month for bilingual interpreting only (oral), and $120.00 (one hundred twenty dollars) per month for bi-literate interpreting and translation (both oral and written).

C. The unit member applying for the stipend shall be required to pass a District test, oral for bilingual and both oral and written for bi-literate.

D. The bilingual and bi-literate stipend shall not be paid to unit members whose job qualifications require bilingual or bi-literate skills as a condition of employment.

E. The stipend is subject to change based on transfers or promotion' at which time the unit member may apply again if circumstances warrant the request.

F. The bilingual skills stipend for any unit member may be terminated at any time by the District or the unit member at which time the stipend shall no longer be paid.

G. The District retains the sole right to determine the number and the placement of positions to be paid the bilingual stipend. If more than two unit members are needed per site and/or department District approval will be required.

12.5 Extended Week Compensation

Notwithstanding sections 12.1 and 12.2 of this Article, the workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6^{th}) and seventh (7^{th}) day following the commencement of the work week at a rate equal to one and one-half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

12.6 Lunch Periods

All unit members who work a minimum of five (5) consecutive hours will be entitled to an uninterrupted, unpaid, lunch period consisting of not less than thirty (30) minutes. Lunch periods shall be scheduled approximately at the shift midpoint unless conditions of service require an earlier or later lunch period as assigned by the immediate supervisor. Lunch breaks shall not be taken at the end of unit member's shift.

12.7 Rest Periods

All unit members shall be entitled to one (1) paid rest period during each four (4) hour work period as noted below:

A. Employees who work seven (7) and eight (8) hours per day shall be entitled to two (2) fifteen (15) minute rest periods. Unit members working 4, 5 or 6 Hours are entitled to one (1) fifteen (15) minute break approximately at the midpoint of their half shift.

B. Rest periods shall be scheduled approximately at the half shift midpoint unless conditions for services require an earlier or later rest period as assigned by the immediate supervisor. Breaks shall not be taken at the end of unit member's shift.

12.8 Change in Part Time Assignment

Any unit member who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part time assignment, in a vacant position**,** for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours.

12.9 Use of Compensatory Time

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime/extra time was worked and without impairing the service rendered to the District.

12.10 Student Contract Days

Days on which students are not in school but which are designated as teacher workdays shall also be regular workdays for unit members and shall not be considered holidays unless specifically established as holidays by the Governing Board.

12.11 Training

A. Each unit member new to a position shall be trained. This training shall consist of up to two (2) work days assigned to work alongside another unit member in that position. Additional days of training may be requested by the unit member or management, whenever possible.

B. The District reserves the right to determine training, subject matter and time.

C. The District shall pay for or reimburse any permanent unit member for the cost of renewing any required certification for their job.

D. A thirty day notice will be given for mandatory training, when possible.

Unit members shall be provided with Professional Development training at least two (2) times per year.

12.12 In-Service Assignments

The District shall give unit members at least five (5) working days written notice of the time, locations, and duty day for in-service assignments. Failure to give such notice; however, shall not relieve the unit member of his/her assignment on the in-service day. For the purposes of this section working days shall only be based on the unit members work year calendar.

12.13 Summer Assignments & Saturday School Assignments

A. Unit members shall be given priority when filling Summer Assignments and Saturday School assignments.

1. Assignments will be offered on a rotational basis to employees beginning with the most senior employee in the classification needed. A yearly list will be

collected from bargaining unit members, this list will run continuously from year to year for Summer Assignments and Saturday School Assignments.

ARTICLE 13
Transfers, Promotions and Demotions

13.1 Transfers

A transfer is a lateral movement from one position to another that has the same classification and job description. A transfer may be unit member initiated (voluntary) or District initiated (involuntary).

A. Voluntary Transfer

Any unit member may initiate a transfer to any open position in the same classification and job description regardless of part-time or full-time status upon posting of said position. Unit members requesting a transfer shall submit a "Classified Transfer Request Form" at any time during the duration of the posting to the Human Resources Department. A new transfer request form must be submitted for each posting.

1. Transfer opportunities will be posted at each site, for 5 work days**,** and emailed to all unit members with District assigned email. Each site and department will post transfer opportunities on the Association bulletin board.
2. Vacant positions will be posted on EdJoin.org, for 5 work days, posted at each site, and emailed to all unit members with a District assigned email. Each site and department will post a copy of vacancies on the Association bulletin board.
3. When such postings occur and if a unit member were to be on leave or vacation, they shall have the right to a designated proxy to file for the transfer in their behalf. Proxies must be registered with the Human Resources Department prior to any published posting.

4. When only 1 (one) eligible unit member applies they shall be offered the position. When multiple eligible unit members apply to transfer, up to 5 (five) unit members with the most seniority will be interviewed; of which one shall be selected.
5. Previous performance as reflected in the three (3) most recent annual evaluations may be considered for selection in this position.
6. If interview scores are equal, seniority prevails.
7. If the Conditional Period is exercised then the other candidates shall be offered the transfer, according to their interview ranking score. The Chapter President or their designee shall be notified of the next ranked candidate is.
8. Should an employee not be in good standing as related to their work performance, (written/ documented), a transfer may be denied.
9. When there is a vacant position and it is filled by a transferring employee then the new vacancy will be opened for transfer and any following vacancies will be opened to the outside.
10. Unit members may only transfer voluntarily or promote once per school year. If the conditional period is exercised, the transfer is still considered a transfer for the school year. If the conditional period of the transfer was successfully completed, unit members are not eligible for another transfer but may be eligible for a promotion once per school year.
11. If the conditional period due to a voluntary transfer is not completed per the members' request to return to their original assignment, on or before the 30

day evaluation, the unit member may be eligible to apply for one additional transfer if available within the same school year.

B. Involuntary Transfers

The District may initiate an involuntary transfer at any time that it is deemed by the District to be in the best interest of the District.

Prior to initiating an involuntary transfer, the District may consider, but is not limited to the following:

- Vacancies or volunteers in the same classification
- Transfer history of the employee
- Details of the involuntary transfer (including temporary transfers)
- Least senior unit member in the same classification

Any objections to the transfer will be taken into consideration during a conference between the appropriate management person, CSEA, and the unit member before the transfer occurs. If requested the unit member will be told the reasons for the transfer. The ultimate decision rests solely with the District, but transfers shall not be implemented arbitrarily and capriciously.

An involuntary transfer will not be implemented as a punishment measure but may be utilized in conjunction with a performance improvement program if felt to be essential in alleviating performance problems. Notification and reasons for the involuntary transfer will be in writing 5 working days prior to the transfer. The unit member and the District may mutually agree in writing to waive the 5 working days' notice of the involuntary transfer. An involuntary transfer of a unit member made during the year shall not result in the loss of compensation, seniority, or any fringe benefit.

C. Medical Transfer

If a unit member becomes medically unable to satisfactorily perform his/her regular duties as determined by the written opinion of a competent physician the unit member will be provided an accommodations meeting. (Refer to Ed Code regarding Reasonable Accommodation).

13.2 Promotion

A promotion is an upward change in the assignment of a unit member from a position in one classification to a vacant position in another classification with a higher salary range**.**

(Conditional Period applies see 13.6)

13.3 Hiring Procedure

A. Unit members must apply on Edjoin.org for any job openings (for transfers see Transfer language 13.1A) interview selection will be based on the following criteria

1. Qualification for the position
2. Previous performance, as reflected in up to three (3) performance reviews may be considered for selection in this position.
3. Experience, both in and outside the District. Where these three factors are equal, seniority will prevail.
4. All interviews affecting classified positions in the District will permit CSEA an opportunity to provide one (1) CSEA Representative and one (1) classified employee from the classification being interviewed. The Representative will be selected by a Chapter Executive Board member. A CSEA representative may be included for management interviews. The final decision in the selection of the candidates from those recommended to fill vacancies rests with the District. If requested the candidate will be told the reasons for not being selected. While

the ultimate decision in the selection of the recommended candidate(s) rests solely with the District, the decision in the selection shall not be decided arbitrarily and capriciously.

13.4 Posting

When a vacancy exists the position shall be posted for transfers concurrently at all job sites and emailed to all members that possess a District assigned email address. Such posting shall be posted on bulletin boards in prominent locations for five (5) working days, during which interested unit members must submit a transfer request. During breaks it shall be the responsibility of the unit member to check their work email. Such postings shall include number of openings, classification, job description, starting rate of pay, range, job site, and testing information.

A. Qualified applicants will be selected for an interview. A person is deemed "qualified" if they have met the minimum qualifications as stated on the original posting and if they have received a passing score of at least 75% on any testing which may be required.

B. A minimum of three (the rule of at least three) qualified applicants will be supplied for interviews for each position (if after two consecutive postings there are less than 3 qualified applicants, an interview may take place). Qualified unit member applicants will have first opportunity for interviews. If there are not at least three unit members qualified to interview then the District reserves the right to meet the rule of three requirement from outside. (Example: only one qualified unit member applies for a position. The District then has the right to supply two outside candidates to meet the rule of at least three requirement). A maximum of (5) five candidates will be supplied per interview. If there are more than (5) five qualified internal candidates, the ones with the most experience pertaining to that position will be interviewed.

C. The District will notify unit members who applied for any new position of their test results, application status, and interview results via e-mail. Passing test scores shall remain valid for 2 years (24 months). Unit members shall attach proof of passing test score to their application by the closing date of the position.

13.5 Voluntary Demotion

If a unit member applies for a voluntary demotion, the criteria for voluntary transfer applies.

13.6 Conditional Period

When a transfer or new position is filled from within by a unit member, that member will be given a sixty (60) work day conditional period, commencing on the first day of starting the new assignment. Within the first thirty (30) days the supervisor shall review the performance of the individual. All reviews will be shared with the unit member. A final review may be done within the last two weeks of the conditional period. The District and or the unit member retains the right to curtail the conditional period at any time upon determination that the unit member is not going to satisfactorily fill the position or that the unit member wishes to return to their previous position. The final written evaluation will be shared with the Human Resources Department at least three days prior to the end of the conditional period. The supervisor will also inform the unit member of their status at this time. If a review does not occur within the 60 day conditional period, it shall be deemed as satisfactory and the unit member shall remain in that position as a permanent employee.

A. The position vacated by the unit member who transferred or was promoted, may be filled with a substitute during the conditional period at District discretion. The position vacated by the unit member who transferred or promoted will not be considered a vacancy until the conclusion of the Conditional Period.

B. If a unit member's performance is not satisfactory, they will return to their prior position. The position that was conditional will then be offered to the next ranked applicant that meets the recommended criteria. The Chapter President or designee shall be notified of who the next ranked candidate is.

C. If a unit member's performance is satisfactory after the 30 day review, the unit member and the supervisor may mutually agree in writing to waive the remainder of the conditional period with the approval of the Assistant Superintendent of Human Resources. The unit member will be considered permanent in the new position, and will not be eligible to return to their prior position. (See Appendix G for waiver form).

D. Unit members are not eligible for transfers or promotions during the 60 work day conditional period.

ARTICLE 14
Grievance Procedures

14.1 Definitions

A. A "grievance" is written allegation by a unit member that has been adversely affected by a misinterpretation, a misapplication, or a violation of a specific provision of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters, for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the administration of regulations of this school district, are not within the scope of this procedure.

B. A grievant is a unit member covered by this Agreement or an authorized employee acting on behalf of the Association who files a grievance.

C. A day is any day in which the central administrative offices of the District are open for business.

D. The immediate supervisor is the lowest level management person having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

14.2 Representation

Any unit member may at any time present grievances to his/her employer, and have such grievances adjusted, without the intervention of the exclusive representative; provided that the public school employer shall not agree to a resolution of the grievances until the exclusive representative has received a copy of the grievances and the proposed resolution and has been given the opportunity to file a response. Either or both parties to a grievance may have another

person or a representative in attendance with them at all formal levels of the grievance procedure.

14.3 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the alleged contract violation through an informal conference or email with the immediate supervisor within ten (10) days of the alleged grievance.

14.4 Formal Level (Refer to Appendix C.)

Level 1:

In the event the aggrieved person is not satisfied with the decision at the informal level, they shall appeal the decision on the appropriate form within ten (10) days of the conference stating the alleged violation of the contract, the actions that were taken, and the remedy sought. The supervisor shall attach clear, concise responses to the grievance statement and submit the decision to the unit member and to the exclusive representative within ten days after receiving the written grievance. If the supervisor does not respond within the time limit, the grievant may appeal to the next level. Within the above time limit either party may request a personal conference with the other party.

Level 2:

In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision on the appropriate form to the Assistant Superintendent of Human Resources, or designee, within ten (10) days following the Level 1 decision. This statement shall include a copy of the original grievance, the decision rendered and a clear, concise statement of the reasons for the appeal. The Assistant Superintendent of Human Resources shall communicate his/her decision to the unit member and to the exclusive representative within ten (10) days after receiving the appeal. Either the grievant or the Assistant Superintendent of Human Resources

may request a personal conference within the above time limit. If the Assistant Superintendent of Human Resources does not respond within the time limit, the grievant may appeal to the next level.

Level 3:

In the event the grievant is not satisfied with the decision at Level 2, the grievant may appeal the decision on the appropriate form to the Superintendent within ten (10) days following the Level 2 decision. This statement shall include a copy of the original grievance, the decision rendered and a clear, concise statement of the reasons for the appeal. The Superintendent shall communicate his/her decision to the unit member and to the exclusive representative within ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limit. If the Superintendent does not respond within the time limit, the grievant may appeal to the next level or go to level 4.

Level 4:

In the event the grievant is not satisfied with the decision at Level 3 within ten (10) working days, the grievant may appeal the decision on the appropriate form to the Board of Trustees. (The appeal must be received no later than seven (7) working days prior to any scheduled board meeting to be placed on the upcoming agenda). This appeal statement shall include a copy of the original grievance, the Decision rendered, and a clear, concise statement of the reasons for the appeal, and their choice of a hearing in open or closed session. The Board of Trustees shall schedule the hearing at the upcoming meeting. The Board shall communicate their decision to the grievant and the exclusive representative within ten working days after said hearing.

Level 5 - Binding Arbitration

1. If the Grievance is not satisfactorily settled in Level Four, the Grievant shall, within ten (10) days after receipt of the District's reply, submit a written notice to the District of

his/her intent to submit the grievance to the Superintendent for binding arbitration. Within ten (10) workdays following receipt of the Grievant's notice of intent to submit the grievance to arbitration, the District shall request the California State Conciliation Service to provide a list of five (5) arbitrators from which the parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator.

2. All arbitrators' hearings shall be held within the boundaries of the Adelanto Elementary School District. Board Members and five (5) Bargaining Unit Members may attend hearings as observers.

3. The party on the losing end of the arbitrator's decision shall pay the cost of the arbitrator. In the event that the arbitrator's decision favors both parties, the cost of the arbitrator shall be borne equally by both parties.

4. Both parties may be represented by such person or persons as they may choose or designate.

5. In considering any issue in dispute, in the order, the arbitrator shall give due consideration to the statutory rights and obligations of the Board of Trustees to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

6. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

7. The arbitrator shall have no power or authority to recommend or resolve any of the following:

   a. Dismissal of a permanent employee.

b. The termination of services or failure to reemploy a probationary employee.

c. The classification of any employee as probationary.

d. The content of an employee's evaluation.

8. The arbitrator shall be limited as follows:

a. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement.

b. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.

c. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

d. The arbitrator's award may include financial reimbursement or other proper remedy, except fines, damages, or penalties. The arbitrator's award of financial reimbursement, if any, shall be binding on the District up to $2,500. Any additional financial award recommended by the arbitrator shall be advisory only. The Board shall make the final decision as to the additional recommended financial award.

9. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions of the precise issue(s) submitted. The decision of the arbitrator will be submitted to the Board and the Association.

10. The exercise of management rights and prerogatives by the Board under Article 3 which are not limited by the express terms of this Agreement shall not be subject to the grievance procedure provided, however, that and any action by the Board which

suspends, modifies, or amends this Agreement, after it has declared an emergency pursuant to Article 3, shall be grievable under this procedure to determine whether such action is clearly unreasonable, unwarranted and/or in abuse of the Boards discretion in relation to the emergency circumstances. A grievance challenging the Boards actions under this paragraph shall be filed in writing with the Superintendent and shall commence at Level Four under this Article.

a. Nothing contained herein shall be construed as prohibiting the grievant from requesting assistance from the Association to assist in processing the grievance.

b. The time limits specified at each level in the grievance procedure shall be considered to be maximums and efforts shall be made by both parties to meet these time limits. The time limits, however, may be extended by mutual written consent.

c. In the event a grievance is filed at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the next school year could result in harm to the grievant or the District, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

d. If the District does not respond within the prescribed time limit at any level, the grievant may appeal to the next level within the stated time limit.

e. The grievant and/or his/her representative shall be provided reasonable release time at Level Two or above for the purpose of grievance conferences and hearing. Any witness who appears at the conference or hearing shall be accorded the same right.

f. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

g. No reprisals of any kind shall be taken by the Immediate Supervisor, Superintendent, or any member or representative of the administration or the Board against the grievant or any representative of the grievant by reason of filing a grievance or participating in a grievance.

h. The Association shall receive a copy of each grievance and response at formal levels. The Association has the right to meet and discuss any response or agreement with the appropriate party at any formal level.

Both parties to the grievance shall have access to all documents which would assist in adjudicating the grievance.

14.5 Grievance Termination

When a grievance has been filed by a unit member, the grievant may terminate the grievance at any time by giving a written notice to the Assistant Superintendent of Human Resources or designee. Failure to comply within the time limits, to attend scheduled meetings to discuss or hear the grievance or to provide requested information at the grievant disposal relating to the subject matters of the grievance shall be deemed a termination of the grievance.

14.6 Responsibility

During the grievance procedure the unit member will continue to perform duties as directed by management.

14.7 Grievance Processing

Grievance processing will take place at a time arranged by mutual consent of management and the grievant. If a mutually acceptable time cannot be agreed upon, the grievance will be processed between 3:30 p.m. and 4:30 p.m. Released time from duties for the grievant and the

two Job Representative (see Article 4.4) shall be limited solely to a grievance conference with a management person, and in no way shall this limitation include use of such time for gathering information, interviewing witnesses, preparing a presentation or similar matters.

ARTICLE 15

Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or if Federal or State legislation is passed which would make any provisions of this Agreement illegal, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 16
Effects of Agreement

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

ARTICLE 17

Completion of Meet and Negotiations

For the life of this Agreement the District will not change those policies within the scope of representation as defined in Section 3543.2 of the Rodda Act without first giving CSEA Chapter 451 an opportunity to meet and negotiate with respect to those policies.

ARTICLE 18
Professional Growth Increment

18.1 Unit members shall be eligible to apply for professional growth increments upon successful completion of fifteen (15) semester units (a minimum of 270 class hours) of course work or the equivalent thereof in other forms of approved training. A unit member applying for a professional growth increment shall submit transcripts or other proof of course work acceptable to the District, as part of the application for the increment.

18.2 In order to be eligible for increment credit, all courses must have the prior written approval of the Assistant Superintendent of Human Resources or designee. (Refer to Appendices E), Classified Professional Growth Application (Form A) and Classified Professional Growth Credit (Form B). Such courses shall be taken during non-duty hours and at the unit member's expense.

18.3 In order to qualify for increment credit, the coursework must be completed in an accredited college or trade school and result in a benefit to the District. The District, in its sole discretion, may approve courses unrelated to the unit member's present job assignment in extraordinary cases where a benefit to the District is anticipated through a future change in the unit member's assignment.

18.4 In the event approval of a particular course is denied, the unit member shall have the right to appeal to the Professional Growth Committee, which shall consist of two unit members, one classified management employee, and one site administrator. The appeal must be filed with the Assistant Superintendent of Human Resources or designee, within ten (10) workdays after the unit member receives notice of the denial. The Committee shall evaluate the proposed course and make a recommendation to the Assistant Superintendent of Human Resources or designee, who shall make a final decision and notify the unit member within ten (10) workdays after receiving the Committee's recommendation.

18.5 Units must be earned at accredited colleges, universities, trade schools or a District approved adult education program.

18.6 In order to receive increment credit, the unit member must complete the course with a grade of "C" or better, or a "pass" grade.

18.7 A total of three professional growth increments of $750.00 annually (maximum of $2,250.00) may be achieved through voluntary participation in the professional growth program. Part-time unit members (less than six (6) hours per day/nine (9) months per year) shall be paid professional growth increments on a pro-rata basis using six hours as the base.

18.8 Professional growth increments may not be awarded more frequently than every two years to any individual unit member.

18.9 The professional growth increment shall be implemented on the first day of the month following approval of the unit member's application, payable in equal installments over a period of one year. For example, a ten-month unit member shall be paid at the rate of $25.00 per work month for each increment.

ARTICLE 19
Layoff and Reemployment

19.1 Reason for Layoff

Layoff shall occur for lack of work or lack of funds as determined by the District.

19.2 Notice of Layoff

A. "Layoff for lack of funds or lack of work" means a layoff, reduction in hours, or demotion in lieu of layoff and shall be in accordance with CA Ed Code 45117.

B. "Classification" means that each position in the classified service shall a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties to be performed by the employee in each such position, and the regular monthly salary ranges for each such position.

C. Upon the decision of the District to reduce the number of positions or the hours of position in the classified service of the District, written notice of layoff shall be sent by registered/certified mail or delivered in person to the affected unit member(s) by the District.

D. The District shall send written notice of layoff to the affected unit member(s) no later than March 15th before a unit member is given notice by the District that the unit member's services will not be required for the ensuing year due to lack of work or lack of funds. Any notice of layoff shall specify the reason for the layoff including re-employment rights.

E. When classified positions must be eliminated and/or hours are reduced as a result of the expiration of a specially funded program, the unit members to be laid off shall be given written notice not less than sixty (60) days but no less than 60 days prior to the effective

date of their layoff. Any Notice of Layoff shall specify the reason for layoff including re-employment rights.

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

19.3 Order of Layoff & Bumping

A. The order of layoff of unit member(s) shall be determined by length of service. The unit member who has been employed the shortest time in the affected classification including time employed in a higher classification, if applicable, shall be laid off first. Unit members who are subject to layoff shall have the right to exercise bumping rights into a classification previously held for at least three (3) consecutive months by the unit member, providing that the classification into which he/she is bumping is equal to or lower than the classification currently held.

B. Unit members desiring to exercise their option to "bump" shall submit their request in writing, via certified mail, to the Human Resources Department within a ten (10) calendar day period from the date the notice of layoff was personally served or mailed via certified mail.

C. For purposes of this Article, length of service shall mean date of hire(s), which is defined as the first date of paid service in the classification subject to layoff. The hire date shall not be interpreted to mean any service performed prior to entering into probationary status in the classified service of the district.

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

19.4 Reemployment Procedure

A. A unit member who is laid off shall be placed on a thirty nine (39) month reemployment list. The unit member shall be required to maintain his/her current address with the District Office. Unit members who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be placed on a 63 month reemployment list.

B. If, during a unit member's eligibility period for reemployment, a classification becomes vacant, in which he/she has previously served as provided in Section 19.3, the District shall send written notice by registered/certified mail to the last known address of the affected unit member(s) offering reemployment in order of service.

C. The unit member(s) shall notify the District in writing of his/her intent to accept reemployment within 10 calendar days following the date notice was mailed. Failure to do so shall be deemed a rejection of the offer of reemployment. After two rejections, the unit member shall be deemed to have waived his/her reemployment rights and shall be removed from the reemployment list. A declination of a position of lesser hours or lower salary range shall not be deemed a rejection.

D. Unit members who voluntarily separate from the District who are reemployed will have their District hire date and longevity date adjusted to reflect the break in service. Step increment date will be the first of the month after the unit member's rehire date each year.

19.5 Seniority and Other Lists

The District shall provide an updated seniority list prior to the effective date of any layoff when it is determined by the District a layoff is necessary. The District shall provide CSEA with an updated seniority roster annually by the first Friday after Labor Day. In addition, the District shall provide CSEA with a list of position numbers and job titles when providing these lists.

ARTICLE 20
Transportation

20.1 Regular Route Assignments

A. Bus Driver Assigned Hours – All assignments shall be a minimum of six and a half hours (6 ½) per day for the school year (180 days).

1. This shall include no more than thirty (30) minutes for a safety inspections, daily required documentation (i.e., daily vehicle inspection reports, timesheets), and fueling. Additionally, the bus driver may be assigned other duties to work a full day if a route is less than six and a half hours (6 ½) for the day (i.e., in-service training, washing/sanitizing buses, dispatching, routing, filing, assisting other departments).

Prior to the start of the school year, a CSEA and District Joint Transportation Advisory Committee shall be formed with a minimum of four (4) CSEA bargaining unit members of the department appointed by the CSEA President and District appointed management employees that do not exceed the amount of CSEA appointees to meet and discuss bus routing, route proficiency scheduling of in-service training and other service goals and objectives of the department in preparation of the school year and shall be disbanded after the second rebid has been finalized for the school year. The intent of this committee is to facilitate communication between staff and management for the purposes of planning for the school year.

B. The Monday prior to the week before school starts, the Transportation Supervisor or designee will post hourly assignments available for the coming school year. In the event five (5) or more routes increase by one (1) hour or more, a second bid shall occur the 3rd Monday in October, and will be in effect the Wednesday following the final bid. The posting for bidding shall include:

1. Number of hours per assignment and number of days.

2. Basic run structure, i.e., Middle School, Elementary, Kindergarten and Special Needs, After School Program if part of a route.

3. Individual bids shall be based on classification seniority.

4. AM; Midday; PM

5. Geographical Area

6. Calendar Variations, if any; during the week/year

B. The District may deviate from regular route assignments and/or route times on a temporary basis during the school year in order to reasonably accommodate the District activities.

C. Unit members shall give at least two (2) hours absence notification prior to their assigned reporting time and shall notify the District by 3:00 p.m. of the preceding day of their intent to return to work. Unit members failing to adhere to this procedure shall be placed on leave without pay equivalent to the time missed.

D. In the event a unit member is unavoidably absent during the bidding process, he/she may authorize, in writing, a CSEA office, job steward, or the Transportation Supervisor to submit a bid on his/her behalf.

20.2 Field Trips and Extra Work

A. Unexpected changes in field trips that occur in the two and one-half (2 ½) days preceding such field trip will not affect the rotation of the lists.

B. A driver completing a field trip who cannot be off for eight (8) hours before his/her first a.m. run, as required by 82.7 of the California Highway Rules and Regulations, will not be docked time due to the field trip until all time lost has been filled with extra assignments, vacation or personal necessity time. The unit member may return to work as soon as the eight-hour rule has been met.

C. Field trips shall be distributed among regular non-probationary drivers on a strict rotational basis, working from 5 rotation lists. The following are the lists to be used for assigning trips.

1. Local weekday trips – Monday through Friday.

   Local trips are described as follows: destinations within the established boundaries of the Adelanto School District, Apple Valley Unified School District, Helendale School District, Hesperia Unified School District. Lucerne Valley Unified School District, Oro Grande School District, Snowline Joint Unified School district (with the exception of destinations in the mountainous regions). Victor Elementary School District and the Victor Valley Union High School District.

2. Out of town weekday trips.

3. Weekend and holiday trips (trips scheduled on Saturday, Sunday, or holiday).

4. Mountain trips (Those trips requiring documented specialized training in mountainous terrain).

5. Short notice trips (field trips becoming available within two and one-half (2 ½) days or less prior to scheduled trip departure).

D. The District shall retain the right to make changes to the rotation for the reasons of safety. If a change is made for this reason, the affected driver will be assigned the next available trip. This shall not apply to the Short Notice rotation list. A driver declining or unable to take a field trip shall await their next turn in the rotational order and the trip offered to the next available driver from the appropriate list.

1. Whenever feasible, field trips shall be posted by noon on Wednesday and drivers shall be required to accept or decline the trip(s), as distributed, by noon on Friday. The trips posted shall be those scheduled for the following Monday

through Sunday. Failure of any driver to indicate acceptance of distributed field trip(s) by noon Friday shall be deemed as a "No" or "Pass" of such trip(s) by the driver. Employees understand that in the event of unusual circumstances, field trips shall be posted as promptly as possible prior to the scheduled departure.

2. Drivers required to remain for the duration of the event shall be paid for all standby hours at the appropriate rate of pay.

3. Probationary drivers will not be offered any field trips until the probationary period is completed, except for those trips that all non-probationary drivers have had the opportunity to accept but declined.

4. A driver reporting for a weekend, or holiday trip, or a trio falling between sessions which is canceled without notice, shall receive at least two (2) hours of pay.

5. Extra time will be distributed using the daily extra assignment list. Extra time will be assigned in rotational order based upon classification seniority order of those drivers that have indicated their wish to receive extra time on the daily extra time list. The daily extra time list shall be posted by 5:00 P.M. of the previous workday. In the event there are no regular drivers available, substitute drivers will be offered the extra time.

20.3 In-Service Training

A. Up to twelve (12) hours of in-service training shall be provided by the District in order for drivers to retain their certificate. Training will be done once a month and will be for no less than one (1) hour. Unit members are required to attend and shall receive pay, at the appropriate rate of pay, for time spent in training. Unit members and substitute drivers who fail to attend the District in-service training program must secure the required hours on their own time and at their own cost.

B. The District shall pay for or reimburse any permanent unit member for the cost of renewing his/her driver's certificate required by the State of California.

C. All bus drivers shall possess a current Commercial Driver License and California School Bus Certificate. District shall reimburse unit members for expenses incurred in securing school bus driver's certificate and license.

D. The District shall pay for or reimburse any permanent unit member for the cost of a required physical examination. It is the responsibility of the unit member to contact the District for guidance on obtaining the required certification. Required scheduled physical examinations shall be scheduled during a mutually agreed time.

20.4 Bus Safety

Medical information and updates, when available, shall be provided to the driver transporting students with potentially serious medical problems.

20.5 Working Conditions

The District will provide a break room for the unit members of the Transportation Department.

20.6 Other Conditions

No other District unit member will be used as a bus driver when regular bus drivers and/or substitute bus drivers are available. All drivers shall update and initial route sheets once a week or as changes occur.

20.7 Splits

No unit member shall be required to take a split of less than one-half hour (.5). If a route has a split that split time will be used for fueling, sweeping and cleaning inside windows. These things should not be extra time.

20.8 Vacation Periods

All assignments scheduled during vacation periods between the closing and opening of school shall be offered using the same rotation/seniority lists used for the school year. The District shall establish and post a list of available drivers five days prior to the end of a school session. The District retains the right to utilize appropriately qualified/licensed unit member immediately available in an emergency.

ARTICLE 21
Maintenance of Contract

21.1 Within thirty (30) days of ratification of the Agreement by the Association and approval of the Board of Trustees. The District will publish a copy on the District website. If a unit member requests a copy of the contract the District will provide a copy.

21.2 Nothing in this Agreement shall prevent the District and the Association from renegotiating any part of this Agreement, during the duration of this Agreement, should such renegotiating be mutually agreeable to both parties.

21.3 Items within scope, which are not contained within this Agreement, may be negotiated upon mutual consent of the Association and the District.

21.4 The Association shall have reasonable release time for the purpose of bargaining.

ARTICLE 22
Organizational Security

22.1 Membership and Dues Deduction

District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.

To the extent required by law, CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

22.2 Dues Deduction

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

Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions on the process to leave CSEA to the CSEA Labor Relations Representative and shall rely on the representations of the Labor Relations Representative with regard to processing any revocation request.

The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

There shall be no charge by the employer to CSEA for regular membership dues deductions.

22.3 Hold Harmless Provision

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

CSEA shall decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 23

Discipline Procedures

23.1 Discipline Procedures

Discipline shall be imposed upon bargaining unit members pursuant to this Article.

A. Probationary Employees:

Probationary classified employees shall be subject to personnel actions without cause, a right of hearing or appeal.

B. Permanent Employees:

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay/step/class, dismissal) only for cause. In addition to any disqualifying or actionable causes otherwise provided for by statue or by policy/regulation each of the following constitutes cause for personnel action against a permanent classified employee.

23.2 Effects of Article

The Disciplinary action shall be imposed upon Bargaining Unit Members only pursuant to this Article.

23.3 Causes for Discipline

A. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

B. Incompetency, inefficiency, or neglect of duty.

C. Insubordination.

D. Dishonesty

E. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her, or furnishing alcoholic beverages to a minor.

F. Possessing or being under the influence of a controlled substance at work or in such close proximity thereto as to cause a detrimental effect upon the employees associated with him/her, or furnishing a controlled substance to a minor.

G. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A please or verdict of guilty; or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

H. Absence without leave or repeated tardiness. This shall include job abandonment (unexcused absence of three or more days)

I. Abuse/misuse of leave, leaving work prior to the end of shift, or extension of breaks.

J. Immoral conduct.

K. Discourteous treatment of the public, students, or other employees.

L. Engaging in political activity during assigned hours of employment; this shall not include CSEA union activities during breaks or while on release time.

M. Misuse of property.

N. Violation of district, Board or departmental rule, policy, or procedure. Failure to follow the directions of a supervisor.

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

P. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.

Q. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job directly related thereto.

R. Any other failure of professional behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

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

23.4 Progressive Discipline

Progressive discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest, and constructive communication. These steps may include, but are not limited to, a Verbal Warning, Written Warning, Letter of Reprimand, Suspension without Pay, Demotion, and Dismissal from District Service. Discipline steps shall not be bypassed unless the serious nature of the offense warrants such action. The objectives regarding the use of progressive discipline are that the employee shall:

A. Be informed of performance standards and employee behavior expected

B. Be given feedback as soon as practical regarding any concerns with job performance or behavior.

C. Be informed if a violation of rules or provisions of the contract or inadequate job performance occurs.

D. Be guaranteed due process and representation once the District initiates suspension or termination of the employee.

23.5 Due Process

When disciplinary action consisting of suspension without pay, demotion or dismissal is being proposed against a bargaining unit member, the District must comply with procedural due process requirements before it may deprive a bargaining unit member of his/her property right and/or interest in employment. Due process mandates that a minimum, a bargaining unit member must be provided with the following pre-removal safeguards:

A. Notice of proposed action;

B. Cause(s) for the action; how the act(s) or action(s) do harm to the public service and/or detriment to the District;

C. A statement of charges signed by the superintendent or his designee setting forth in clear and understandable language, the specific act(s), error(s), or omission(s), giving rise to the charges;

D. A copy of all materials, including statements, upon which the District relied in preparing the notice of intent to discipline;

E. Copies of the sections of this contract, rules, regulations or laws, which are alleged to have been violated;

F. Notice of the right to respond to the charges, either orally or in writing, prior to imposing discipline; and,

G. The right to representation at all phases of the disciplinary process.

23.6 Burden of Proof

When disciplinary action is to be imposed on a bargaining unit member, the burden of proof shall rest with the District by a preponderance of the evidence.

23.7 Sex and Narcotics Offense

This policy shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code Sections 44010, 44011 and 45304.

23.7.1 Self-Identification and Amnesty Period: A bargaining unit member may self-identify a controlled substance and/or alcohol dependency/abuse problem at any time. Notification must be to the immediate supervisor prior to the announcement of the random testing scheduled for that day.

Once a bargaining unit member has self-identified they will immediately be placed on leave. All available leave, per the Collective Bargaining Agreement, may be used while complying with the course of treatment.

Bargaining unit members shall have sole financial responsibility for the cost of the prescribed course of treatment. The bargaining unit member may return to work in a line of duty as determined by the SAP/Doctor and will be subject to further testing at the District's discretion and expense for a period not to exceed one (1) year after returning to work.

Any bargaining unit member who produces a follow-up positive alcohol or controlled substance test may be subject to the discipline procedures in this Article.

23.8 Administrative Leave

The District may immediately place a permanent unit member who is subject to accusations of misconduct on paid administrative leave.

Bargaining unit members may be placed on compulsory leave of absence with or without pay, pending a Board hearing on the disciplinary action of the employee, if the Superintendent or their designee determines that the continued presence of such employee is detrimental to the District or the employees of the District.

23.9 Initiation and Notification of Charges

The Superintendent or designee may initiate a suspension or termination ("personnel action") as defined herein against a permanent classified employee.

A. Notice of Intent to Discipline: When a personnel action is proposed, the District shall give the bargaining unit member a Notice of Intent to Discipline setting forth the cause of the action, the specific acts or omissions upon which the proposed discipline is being based, copies of all statements and/or documents upon which the District relied on assessing the degree of the proposed discipline. The bargaining unit member shall have a Skelly conference which shall be scheduled as soon as practicable from the date the bargaining unit member is served the Notice of Intent to Discipline, in order to afford the employee the right to respond to the charges. The employee is entitled to Union representation.

23.10 Notice of Discipline Following Skelly Conference

If, after the Skelly conference, the Superintendent or designee still intends to proceed with a recommendation to the governing board that the employee be subject to personnel action, the District shall provide the employee a written Notice of Discipline following the Skelly conference within ten (10) work days following the Skelly conference. A copy of The Notice of Discipline shall be served upon the employee either personally or by registered or certified mail, return receipt requested at the employee's last known address. The recommendation Notice of Discipline shall include:

A. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).

B. A statement of the cause or caused for the personnel action, as set forth above.

C. A copy of the charges and materials upon which the charges are based;

D. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district s alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

E. A Statement of the employee's right to appeal the recommendation and time within which the appeal must be filed.

F. A statement of the employee's right to request mediation and/or a hearing and a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

23.11 Mediation Process

In the event the proposed discipline is termination of the unit member, within (10) working days of service of the written Notice of Discipline, the unit member may request that the proposed discipline be subject to mediation. The mediation shall run concurrently with the termination proceedings.

Within twenty (20) working days after receipt of the unit member's request for mediation, the District shall request the service of a mediator from the California State Mediation and Conciliation Service. Once the District receives notice that a mediator has been appointed, the District shall contact the unit member to schedule the mediation on a mutually agreeable date within 60 days from the date of the mediator's appointment. The mediation may be scheduled for a date more than 60 days from the mediator's appointment by mutual agreement between the District and the unit member.

Either party may elect to terminate the mediation process if no resolution is reached during the first mediation session. The party electing to terminate the mediation process shall provide written notice to the other party and the mediator.

All discussion and any proposals offered by any party during the mediation process shall remain confidential and shall not be admissible during the dismissal hearing.

23.12 Member Right to a Discipline Hearing

The bargaining unit member shall have the right to request a hearing. The right to a hearing must be exercised within ten (10) working days from the date the written Notice of Discipline is served on the unit member, or within ten (10) working days following the conclusion of mediation if the process is unsuccessful.

23.13 Hearing Procedures

A. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or the hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of hearing. The employee shall be entitled to appear personally, produce evidence, and have representation. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The District may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 1150 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

B. All hearings shall be heard by a hearing officer except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the

Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action. Hearings shall be held in Closed Session before the Board unless an open session is requested by the unit member. In the event the hearing is to be heard by a Hearing Officer the District shall request a list of five (5) Hearing Officers from the State Conciliation and Mediation Services. The Hearing Officer shall be the person remaining on the list after alternate strikes by the parties. The unit member will be allowed to testify under oath and to present witnesses on the unit member's behalf who also may testify under oath.

C. If the appeal is heard by the hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:

1. Adopt the proposed decision in its entirety.
2. Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
3. Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
4. Reject the proposed decision in its entirety.

D. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon

the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of the proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

E. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing. No personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

23.14 Costs

The cost of the hearing officer will be borne by the District. All other costs will be borne by the party incurring them.

23.15 Final Decision of the Board of Trustees

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

ARTICLE 24

Term of Agreement

This Negotiated Agreement between the District and the Association shall be maintained in full force and effect up to and including June 30, 2025, and thereafter shall continue in effect school year by school year unless one of the parties notifies the other in writing no later than March 15th, of its request to modify, amend, or terminate the Agreement for the next school year.

This 2022-2025 agreement between the parties shall remain in full force and effect with Health and Welfare Benefits, Salary and two additional reopeners selected by each party for 2023-2024 & 2024-2025 contract years. This is the full and complete agreement between the parties, negotiated in good faith, which satisfies the obligations of the parties to bargain as required by law.

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A. CLASSIFIED POSITION LISTING

B. BARGAINING UNIT EMPLOYEES

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APPENDIX A

Classified Posting Listing

Range	Position
I.	Bus Aide
	Food Service Worker I
	Proctor
II.	Food Service Worker II
III.	Paraprofessional II
	PE Athletic Attendant
	Transitional Kindergarten Paraprofessional
IV.	Clerk II
	Health Clerk
V.	Accounting Clerk
	ASB Bookkeeper
	Campus Security Assistant
	Clerk III
	Family Education Center Community Liaison – Bilingual
	Food Production Coordinator
	Library Media Coordinator
	Special Education Clerk
	Translator/Interpreter (Spanish)
VI.	CNS Delivery Person
	Custodian
	Groundskeeper
	Personnel Technician
	Warehouse Person
VII.	Bilingual Language Assessment Clerk
	Lead Custodian
	Lead Custodian – Small School
	Lead Groundskeeper
	Secretary II
VIII.	Instructional Technology Liaison
	School Attendance Officer
	Secretary III
	Secretary III – Small School
IX.	Information Systems Support Technician
	Vehicle Mechanic
X.	Accounts Payable Technician
	Budget Technician
	Enrollment Center Specialist
	Maintenance Worker
	Payroll Technician
	Risk Management & Benefits Technician
XI.	Bus Driver
	Transportation Dispatcher
XIII.	Art Specialist
	Purchasing/Accounting Technician
XIV.	CNS Maintenance Specialist
	Heating & Air Conditioning Specialist
	Maintenance Electrician
XVII.	Database Programmer Analyst

The current salary schedule for all classified positions is available online on the District's webpage at under Human Resources - Classified.

APPENDIX B

BARGAINING UNIT EMPLOYEES

The Adelanto Elementary School District Board of Trustees hereby grant recognition of employees in the representation unit which is comprised of the following positions. Classified Employee work calendars are available online on the District's webpage under Human Resources – Classified.

Accounting Clerk	12 Months
Accounts Payable Technician	12 Months
Art Specialist	12 Months
ASB Bookkeeper	190 Days
Bilingual Language Assessment Clerk	12 Months
Budget Technician	12 Months
Bus Aide	180 Days
Bus Driver	180 Days
Campus Security Assistant	182 Days
Clerk II	190 Days/10.5 Months/12 Months
Clerk III	10.5 Months/12 Months
CNS Deliver Driver	180 Days/10.5 Months
CNS Maintenance Specialist	12 Months
Custodian	12 Months
Data Program Analyst	12 Months
Enrollment Center Specialist	12 Months
Family Education Center Community Liaison Bilingual	190 Days
Food Production Coordinator	10.5 Months
Food Service Worker I	180 Days
Food Service Worker II	180 Days
Groundskeeper	12 Months
Health Clerk	180 Days
Heating & Air Conditioning Specialist	12 Months
Information Systems Support Technician	12 Months
Instructional Technology Liaison	12 Months
Lead Custodian	12 Months
Lead Groundskeeper	12 Months
Maintenance Electrician	12 Months
Maintenance Worker	12 Months
Paraprofessional II	180 Days
Payroll Technician	12 Months
PE Athletic Attendant	180 Days
Personnel Technician	12 Months
Proctor	180 Days
Purchasing/Accounting Technician	12 Months
School Attendance Officer	12 Months
Secretary II	10.5 Months/12 Months
Secretary III	10.5 Months
Special Education Clerk	12 Months
Transitional Kindergarten Paraprofessional	182 Days
Translator/Interpreter (Spanish)	180 Days
Transportation Dispatcher	12 Months
Vehicle Mechanic	12 Months
Warehouse Person	12 Months

APPENDIX B

The following Bargaining Unit positions are established but are not currently being filled by District:

POSITION	WORK CALENDAR	RANGE
Accountant	12 Months	XV
Budget Analyst	12 Months	XX
Bus Driver Trainer	180 Days	XIV
Clerk I	12 Months	III
Clerk II Fiscal	10.5 Months	IV
Clerk II HR	12 Months	V
Community Resources Coordinator Bilingual	180 Days	III
Computer Media Center Technologist	180 Days	III
Custodian Team Lead	12 Months	VI
Facilities Planning Technician	12 Months	X
Family Engagement Clerk	180 Days	V
Grant Clerk	185 Days	III
Paraprofessional I	180 Days	II
Paraprofessional II Bilingual	180 Days	III
Paraprofessional II Speech	180 Days	III
Physical Education Assistant	180 Days	II
Secretary I	12 Months	VI
Secretary III – Small School	10.5 Months	VII

All new or revised positions shall be negotiated at the time of their creation or revision, and all employees in those positions shall be included or excluded at that time.

APPENDIX C

Grievance Resolution Form (Classified)

Informal Level to occur before the Formal Levels below.

Formal Level: (check one)
- ☐ Level 1 – Supervisor
- ☐ Level 2 – Assistant Superintendent of Human Resources
- ☐ Level 3 – Superintendent
- ☐ Level 4 – Board of Trustees
- ☐ Level 5 - Arbitration

1. Alleged Violation of Negotiated Contract *(Please be specific as to Article, paragraph and adverse effect of violation.):*

2. Date of the Alleged Violation: _____
3. Suggested Solutions by Grievant:

4. Date of Informal Level or Previous Level: _____
5. Results from Informal Level or Previous Level:

Date: _____ Grievant's Signature: _____

APPENDIX D

Adelanto Elementary School District
PERFORMANCE REVIEW REPORT FOR CLASSIFIED EMPLOYEES

Full Name _____ Review Period: From _____ To _____
Location _____ Title _____ District Hire Date _____
Beginning Date of Assignment _____ Date of Report _____
Employee Status _____ Review Status _____

Commendations – Identify areas of strength

Recommendations – Identify suggestions for improvement. Comments may be made on any of the ratings; however, a comment is required on any item checked "unsatisfactory" or "Needs Improvement".

Goals – Immediate and or long term goals discussed at the time of the evaluation conference

Comments by Evaluatee

Adelanto Elementary School District
PERFORMANCE REVIEW REPORT FOR CLASSIFIED EMPLOYEES

Page Two for:

Work Habits					
Complies with instructions, rules and regulations	☐ E	☐ C	☐ S	☐ N	☐ U
Knows job responsibilities. (What to do and how to do it.)	☐ E	☐ C	☐ S	☐ N	☐ U
Plans well, keeps work organized and up to date.	☐ E	☐ C	☐ S	☐ N	☐ U
Regularly attends work.	☐ E	☐ C	☐ S	☐ N	☐ U
Advised supervisor of absence according to procedures.	☐ E	☐ C	☐ S	☐ N	☐ U
Is on time for work at beginning of shift, after breaks and lunch.	☐ E	☐ C	☐ S	☐ N	☐ U
Makes consistent and reliable decisions.	☐ E	☐ C	☐ S	☐ N	☐ U
Works without close supervision.	☐ E	☐ C	☐ S	☐ N	☐ U
Demonstrates responsibility and initiative.	☐ E	☐ C	☐ S	☐ N	☐ U
Takes proper care of school property and work area.	☐ E	☐ C	☐ S	☐ N	☐ U
Shows interest in work and tries to improve work methods.	☐ E	☐ C	☐ S	☐ N	☐ U
Is alert to better ways to get the job done more efficiently offers ideas of improvement	☐ E	☐ C	☐ S	☐ N	☐ U
Relationship with Others					
Shows positive attitude towards other staff, students, supervisor and public.	☐ E	☐ C	☐ S	☐ N	☐ U
Shows willingness to assist others, and is a courteous team member.	☐ E	☐ C	☐ S	☐ N	☐ U
Communicates Effectively	☐ E	☐ C	☐ S	☐ N	☐ U
Work Performance					
Produces accurate work of good quality.	☐ E	☐ C	☐ S	☐ N	☐ U
Produces an acceptable quantity of work.	☐ E	☐ C	☐ S	☐ N	☐ U
Carries out duties in an effective and efficient manner.	☐ E	☐ C	☐ S	☐ N	☐ U
Displays alertness, perseverance and thoughtfulness.	☐ E	☐ C	☐ S	☐ N	☐ U
Learns new tasks quickly.	☐ E	☐ C	☐ S	☐ N	☐ U
Demonstrates flexibility to meet the demands of new assignments.	☐ E	☐ C	☐ S	☐ N	☐ U
Safety					
Demonstrates safe work practices.	☐ E	☐ C	☐ S	☐ N	☐ U
Uses tools, machines and equipment in a proper manner.	☐ E	☐ C	☐ S	☐ N	☐ U
Maintains a safe environment appropriate to work station.	☐ E	☐ C	☐ S	☐ N	☐ U
Follows established procedure.	☐ E	☐ C	☐ S	☐ N	☐ U
General					
Personal appearance is consistently professional, clean, neat and appropriate.	☐ E	☐ C	☐ S	☐ N	☐ U
Accepts constructive criticism.	☐ E	☐ C	☐ S	☐ N	☐ U
Other areas of performance that are not within job description.	☐ E	☐ C	☐ S	☐ N	☐ U
For Employees Who Coordinate the Work of Others					
Plans, organizes and coordinates effectively.	☐ E	☐ C	☐ S	☐ N	☐ U
Effectively trains and instructs others.	☐ E	☐ C	☐ S	☐ N	☐ U
Makes effective judgements and decisions.	☐ E	☐ C	☐ S	☐ N	☐ U
Demonstrates leadership.	☐ E	☐ C	☐ S	☐ N	☐ U
Uses time and materials effectively.	☐ E	☐ C	☐ S	☐ N	☐ U

*This is a three month review, do you recommend continued probation? ☐ Yes ☐ No

*The employee is probationary, do you recommend for permanency? ☐ Yes ☐ No

I have reviewed and discussed this evaluation with my immediate supervisor. My signature indicates the receipt of this evaluation.

I wish to respond in writing to this evaluation (per CSEA contract) ☐ Yes ☐ No

Employee Signature _____

Supervisor Signature _____

Performance Marks
U – Unsatisfactory
N – Needs Improvement
S – Satisfactory
C – Commendable
E – Excellent

Improvement Program Attached
☐ Yes ☐ No
An improvement program must be attached for any item marked unsatisfactory

This page is an addendum to the instructions for the Classified Review Forms.

Description of Ratings

- **UNSATISFACTORY** - Performance consistently falls below the level expected of an Adelanto School District employee, and frequently fails to meet the requirements of acceptability. Definite improvement is required. If performance is not satisfactory, employee must improve within a specified time or continued poor performance could result in termination of employment.

- **NEEDS IMPROVEMENT** - Performance meets the job requirement in some but not all aspects. Employee is often not meeting the acceptable level of performance or accomplishments expected, and improvement is required.

- **SATISFACTORY**- Performance meets the standards expected of an Adelanto School District employee. Employee is dependable and does the job as it is supposed to be done. Meets performance requirements.

- **COMMENDABLE** - Performance is consistently above the level expected of an Adelanto School District employee. Clearly exceeds what is required and demonstrates a high level of performance.

- **EXCELLENT** - Performance consistently exceeds Adelanto School District standards. Demonstrates an unusually high level of expertise. Represents exceptional mastery. Serves as a model of excellence.

ADELANTO SCHOOL DISTRICT

Classified Professional Growth Application (Form-A)

Name: _____ Site: _____

Classification: _____ Date: _____

This application must be completed in accordance to Article 18, "Professional Growth Increment" section, contained in the current Contract Agreement between Adelanto school District and California School Employees Association, Chapter #451. After certification by the Human Resource Department that the unit Member satisfies the eligibility requirements for Professional Growth, a permanent Unit Member may enroll in pre-approved coursed/activities provided the courses activities are applicable to the Unit Member's classification in the Adelanto School District.

I am requesting Professional Growth Consideration for credit for the courses/activities to be applied towards my Professional Growth units.

Accredited Community College, College or University: _____

City: _____

Course Title: _____ Course #: _____

# of Semester Units: _____ # of Quarter Units: _____

Date of Course: _____ ☐ Summer ☐ Fall ☐ Winter ☐ Spring

Reason:

Human Resources Use Only:

Request Approved: _____ Request Denied: _____

Total # of Units Approved – Semester: _____ (With proof of completion with grade)

Total # of Units Approved - Quarter _____ (With proof of completion with grade)

_____

Assistant Superintendent of Human Resources or Designee

ADELANTO SCHOOL DISTRICT
Classified Professional Growth Credit Form
(FORM-B)

Credit for Professional Growth will be granted, according to the current classified contract, when the required documents* for course work I submitted and approved by Human Resources.

1. *College Transcripts

2. Certificate of Satisfactory Completion – Final Grade

All units of credits submitted for increment consideration shall be completed in a satisfactory manner (grade level of "C" or better).

Verification of units of credit is the responsibility of the Unit Member and shall be submitted on the District Professional Growth Credit form, as soon as possible after the course/activity is completed. Appropriate verification must be received and approved by the Human Resources Department.

List Course Name and Number Submitted for Stipend Request	Date of Completion	No. of Units	No. of Units Verified

Human Resources Use Only:

Previously Approved: ☐ Yes ☐ No Total Units Earned: _____

Not Previously Approved: ☐ Yes ☐ No

_____

Assistant Superintendent of Human Resources or Designee

APPENDIX F

Request for a Meeting between Employee and Administrator

I, _____ have been advised of my rights under the CSEA Bargaining contract to have a union representative present on _____ . I have been advised that Administration needs to meet with me in regards to a confidential personnel matter, which may lead to disciplinary action. Should I choose to have a representative present, I will contact them to make arrangements.

Telephone Contact Date: _____ Time: _____ Phone Number: _____

Spoke Directly to: _____ Left Message _____

- ☐ I waive this right
- ☐ I am requesting a CSEA Representative
- ☐ I am requesting a CSEA Member
- ☐ Other:

Signed by:

Administration: _____

Employee: _____ Date: _____ Time: _____

Human Resources Department
60 WORK DAY CONDITIONAL PERIOD WAIVER

CSEA Article 13.6(C.)
If a unit member's performance is satisfactory after the 30 day review, the unit member and the supervisor may mutually agree in writing to waive the remainder of the conditional period with the approval of the Chief Personnel Officer. The unit member will be considered permanent in the new position, and will not be eligible to return to their prior position.

Employee: _____
Classification: _____
Position Hire Date _____
1st 30 Work Days: _____
Evaluation Date: _____

Site/Department Administrator

I have evaluated the above named employee's performance during the first 30 work days and completed the 30 Work Day evaluation. The employee's performance is satisfactory and I wish to waive the remainder of 60 Work Day Conditional Period. I understand that the employee will be considered permanent in their new position.

_____ _____
Signature Date

Employee

I have been employed at the above name site in the specified position for at least 30 Work Days. At this time I am satisfied with my current placement and wish to waive the remainder of the 60 Work Day Conditional Period. I understand that my current assignment will be considered permanent and I am waiving my right to return to my prior position.

_____ _____
Signature Date

Human Resources Department

30 Day Evaluation Received: _____ Satisfactory: ☐ Yes ☐ No

☐ Approved
☐ Denied _____ Date: _____
Andrea D. Credille
Chief Personnel Officer

If approved, the position vacated by the conditional appointment will be posted.

Adelanto Elementary School District
Classified Salary Schedule 2024 - 2025

Range I
- Bus Aide
- Food Service Worker I
- Proctor

Range II
- Food Service Worker II

Range III
- Paraprofessional II
- PE Athletic Attendant
- TK Paraprofessional

Range IV
- Clerk II
- Health Clerk

Range V
- Accounting Clerk
- ASB Bookkeeper
- Campus Security Assistant
- Clerk III
- Family Education Center Community Liaison - Bilingual
- Food Production Coordinator
- Library Media Coordinator
- Special Education Clerk
- Translator/Interpreter (Spanish)

Range VI
- CNS Delivery Person
- Custodian
- Groundskeeper
- Personnel Technician
- Warehouse Person

Range VII
- Bilingual Language Assessment Clerk
- Lead Custodian
- Lead Custodian - Small School
- Lead Groundskeeper
- Secretary II

Range VIII
- Instructional Technology Liaison
- School Attendance Officer
- Secretary III
- Secretary III - Small School

Range IX
- Information Systems Support Technician
- Vehicle Mechanic

Range X
- Accounts Payable Technician
- Budget Technician
- Enrollment Center Specialist
- Maintenance Worker
- Payroll Technician
- Risk Management & Benefits Technician

Range XI
- Bus Drivers

Range XIII
- Art Specialist
- Purchasing/Accounting Technician

Range XIV
- CNS Maintenance Specialist
- Heating & Air Conditioning Specialist
- Maintenance Electrician

Range XVII
- Database Programmer Analyst

Off-Schedule 1% for 24/25

Range	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
I	$17.60	$18.48	$19.41	$20.38	$21.40	$22.47	$23.59	$24.18	$24.24	$24.30	$24.36	$24.42	$24.48	$24.54	$24.59	$24.65	$24.71	$24.77	$24.83	$24.89	$24.95	$25.01	$25.07	$25.12	$25.18
II	$18.48	$19.41	$20.38	$21.40	$22.47	$23.59	$24.77	$25.39	$25.45	$25.51	$25.58	$25.64	$25.70	$25.76	$25.82	$25.89	$25.95	$26.01	$26.07	$26.13	$26.20	$26.26	$26.32	$26.38	$26.44
III	$19.41	$20.38	$21.40	$22.47	$23.59	$24.77	$26.01	$26.66	$26.72	$26.79	$26.85	$26.92	$26.98	$27.05	$27.11	$27.18	$27.25	$27.31	$27.38	$27.44	$27.51	$27.57	$27.64	$27.70	$27.77
IV	$20.38	$21.40	$22.47	$23.59	$24.77	$26.01	$27.31	$27.99	$28.06	$28.13	$28.20	$28.27	$28.33	$28.40	$28.47	$28.54	$28.61	$28.68	$28.74	$28.81	$28.88	$28.95	$29.02	$29.09	$29.15
V	$21.40	$22.47	$23.59	$24.77	$26.01	$27.31	$28.68	$29.39	$29.46	$29.54	$29.61	$29.68	$29.75	$29.82	$29.89	$29.97	$30.04	$30.11	$30.18	$30.25	$30.32	$30.40	$30.47	$30.54	$30.61
VI	$22.47	$23.59	$24.77	$26.01	$27.31	$28.68	$30.11	$30.86	$30.94	$31.01	$31.09	$31.16	$31.24	$31.31	$31.39	$31.46	$31.54	$31.61	$31.69	$31.77	$31.84	$31.92	$31.99	$32.07	$32.14
VII	$23.59	$24.77	$26.01	$27.31	$28.68	$30.11	$31.61	$32.41	$32.48	$32.56	$32.64	$32.72	$32.80	$32.88	$32.96	$33.04	$33.12	$33.20	$33.27	$33.35	$33.43	$33.51	$33.59	$33.67	$33.75
VIII	$24.77	$26.01	$27.31	$28.68	$30.11	$31.61	$33.20	$34.03	$34.11	$34.19	$34.27	$34.36	$34.44	$34.52	$34.61	$34.69	$34.77	$34.86	$34.94	$35.02	$35.10	$35.19	$35.27	$35.35	$35.44
IX	$26.01	$27.31	$28.68	$30.11	$31.61	$33.20	$34.86	$35.73	$35.81	$35.90	$35.99	$36.08	$36.16	$36.25	$36.34	$36.42	$36.51	$36.60	$36.69	$36.77	$36.86	$36.95	$37.03	$37.12	$37.21
X	$27.31	$28.68	$30.11	$31.61	$33.20	$34.86	$36.60	$37.51	$37.60	$37.70	$37.79	$37.88	$37.97	$38.06	$38.15	$38.24	$38.34	$38.43	$38.52	$38.61	$38.70	$38.79	$38.89	$38.98	$39.07
XI	$28.68	$30.11	$31.61	$33.20	$34.86	$36.60	$38.43	$39.39	$39.48	$39.58	$39.68	$39.77	$39.87	$39.97	$40.06	$40.16	$40.25	$40.35	$40.45	$40.54	$40.64	$40.73	$40.83	$40.93	$41.02
XII	$30.11	$31.61	$33.20	$34.86	$36.60	$38.43	$40.35	$41.36	$41.46	$41.56	$41.66	$41.76	$41.86	$41.96	$42.06	$42.17	$42.27	$42.37	$42.47	$42.57	$42.67	$42.77	$42.87	$42.97	$43.07
XIII	$31.61	$33.20	$34.86	$36.60	$38.43	$40.35	$42.37	$43.43	$43.53	$43.64	$43.74	$43.85	$43.96	$44.06	$44.17	$44.27	$44.38	$44.49	$44.59	$44.70	$44.80	$44.91	$45.01	$45.12	$45.23
XIV	$33.20	$34.86	$36.60	$38.43	$40.35	$42.37	$44.49	$45.60	$45.71	$45.82	$45.93	$46.04	$46.15	$46.26	$46.38	$46.49	$46.60	$46.71	$46.82	$46.93	$47.04	$47.15	$47.27	$47.38	$47.49
XV	$34.86	$36.60	$38.43	$40.35	$42.37	$44.49	$46.71	$47.88	$47.99	$48.11	$48.23	$48.34	$48.46	$48.58	$48.69	$48.81	$48.93	$49.04	$49.16	$49.28	$49.40	$49.51	$49.63	$49.75	$49.86
XVI	$36.60	$38.43	$40.35	$42.37	$44.49	$46.71	$49.04	$50.27	$50.39	$50.52	$50.64	$50.76	$50.88	$51.01	$51.13	$51.25	$51.37	$51.50	$51.62	$51.74	$51.87	$51.99	$52.11	$52.23	$52.36
XVII	$38.43	$40.35	$42.37	$44.49	$46.71	$49.04	$51.50	$52.78	$52.91	$53.04	$53.17	$53.30	$53.43	$53.56	$53.69	$53.81	$53.94	$54.07	$54.20	$54.33	$54.46	$54.59	$54.72	$54.84	$54.97
XVIII	$40.35	$42.37	$44.49	$46.71	$49.04	$51.50	$54.07	$55.42	$55.56	$55.69	$55.83	$55.96	$56.10	$56.23	$56.37	$56.51	$56.64	$56.78	$56.91	$57.05	$57.18	$57.32	$57.45	$57.59	$57.72
XIX	$42.37	$44.49	$46.71	$49.04	$51.50	$54.07	$56.78	$58.20	$58.34	$58.48	$58.62	$58.76	$58.90	$59.05	$59.19	$59.33	$59.47	$59.61	$59.76	$59.90	$60.04	$60.18	$60.32	$60.47	$60.61
XX	$44.49	$46.71	$49.04	$51.50	$54.07	$56.78	$59.61	$61.10	$61.25	$61.40	$61.55	$61.70	$61.85	$62.00	$62.15	$62.30	$62.45	$62.60	$62.74	$62.89	$63.04	$63.19	$63.34	$63.49	$63.64

Medical Cap $20,625.48

Board Approved November 18, 2025

r20260108zk

Human Resources Department

CLASSROOM COVERAGE/PARAPROFESSIONAL HEALTHCARE STIPEND REQUEST FORM

SECTION 1 – TO BE COMPLETED BY THE EMPLOYEE

Employee Name:	Classification
Site/Department:	Phone Number:
E-Mail Address:	

I am requesting the stipend for:

☐ **Classroom Coverage Supervision** ($20.00/for each instructional period of coverage for middle schools and one (1) hour per elementary schools)

Dates:

"In the event a teacher or substitute teacher is not present, a Paraprofessional II assigned to the class shall receive a daily stipend of fifteen (15) dollars for each instructional period of coverage for middle schools and one (1) hour per elementary schools. (12.3A)

☐ **Healthcare** ($75.00/month for Paraprofessional II, $55.00/month for TK Paraprofessional)

"Unit members who are designated as a Paraprofessional II performing specialized healthcare duties including but not limited to toileting, diapering, feeding tubes and any other healthcare duties as determined by the students IEP and approved by the Assistant Superintendent of Human Resources, shall receive a $75 monthly stipend. TK-Paraprofessional performing diapering duties shall receive a $55 monthly stipend. The stipend shall be prorated for employees working less than six (6) hours." (CSEA Article 12.3B)

Employee Signature: _____ **Date:** _____

SECTION 2 – TO BE COMPLETED BY SITE ADMINISTRATOR

☐ I **agree** with the employee's request.

☐ I **disagree** with the employee's request for the following reason(s):

Site Principal Signature _____ **Date:** _____

SECTION 3 – HEALTHCARE STIPEND ONLY

Health care duties for the above employee have been determined by the IEP of the student(s).

Special Education Dept.: _____ **Date:** _____

SECTION 4 – ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

☐ APPROVED ☐ DENIED

Assistant Superintendent of Human Resources: _____ **Date:** _____

APPENDIX J

Human Resources Department

CLASSIFIED EMPLOYEE REQUEST FOR BILINGUAL/BILITERATE STIPEND

SECTION 1 – TO BE COMPLETED BY THE EMPLOYEE

Employee Name:	Classification
Site/Department:	E-mail:
Phone Number:	

I am requesting the stipend for:

☐ Bilingual ☐ Biliterate

Please describe the duties you perform requiring bilingual/biliterate abilities:

Employee Signature _____ Date: _____

SECTION 2 – TO BE COMPLETED BY SITE/DEPARTMENT ADMINISTRATOR

☐ I **agree** with the employees request and recommend testing

☐ I **disagree** with the employees request for the following reason(s):

Supervisor Signature _____ Date: _____

SECTION 3 – TO BE COMPLETED BY THE HUMAN RESOURCES DEPARTMENT

☐ I **agree** with the request and recommend testing

☐ I **disagree** with the request for the following reason(s):

Assistant Superintendent of Human Resources: _____ Date: _____

Bilingual Test Passed: _____

Biliterate Test Passed: _____

Test Administered by: _____

Human Resources Department **APPENDIX K**

PERFORMANCE IMPROVEMENT PLAN

EMPLOYEES NAME:

SUPERVISORS NAME:

SUBJECT: Performance Improvement Plan

MEETING DATE:

The purpose of this Performance Improvement Plan (PIP) is to create an action plan for improving any areas marked needing improvements or unsatisfactory on the Classified Evaluation Form. Please attach this plan to the evaluation form. Please reiterate expectations and allow you the opportunity to demonstrate improvement and commitment.

Standard(s) of Performance Reviewed: (check all that apply):

- ☐ Work Quality
- ☐ Compliance to Rules and Regulations
- ☐ Interpersonal Skills/Professionalism
- ☐ Adaptability to Change/ Shows Initiative
- ☐ Job Knowledge

Plan to Improve Focus Area(s) marked above:

- Strategies- What do you expect to see?
- Techniques-What will be done to reach the expected outcome?
- Evidence-What will be used to indicate progress?
- Assistance – What resources will be provided or suggested to reach expected outcome?

Specific examples of current performance under review:

Improvement Plan (what is expected, how it should be accomplished, and in what timeframe):

I understand that this improvement plan will be attached to my evaluation and that my next evaluation will be completed 30-60 workdays from this evaluation and will indicate my level of progress on the improvement plan. Should no improvement occur, I understand that I may receive an unsatisfactory rating.

Acknowledgment:

Employee (signature) Date

Supervisor (signature) Date