COLLECTIVE BARGAINING AGREEMENT

between the

ROSS VALLEY SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

GOLDEN HINDE CHAPTER #719

July 1, 2025 to June 30, 2028
(Reflects all negotiated changes through 2025-26)

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PREAMBLE

This Agreement is made and entered by and between the Ross Valley School District, hereinafter referred to as "District" and the California School Employees Association and its Golden Hinde Chapter #719 or its successor, hereinafter referred to as "CSEA."

The purpose of this Agreement is to promote the improvement of personnel management and the employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE I
RECOGNITION

1.1 Acknowledgment: The District recognizes CSEA as the Exclusive Representative for the employees in the Classified Unit.

1.2 Scope of Representation: The scope of representation shall be in accordance with Government Code Section 3543.2.

1.3 The Classified Unit consists of all classified positions excluding management, supervisory and confidential employees as defined by the Educational Employment Relations Act.

ARTICLE II
PAYROLL DEDUCTIONS

2.1 Organizational Security

2.1.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's rights.

2.1.2 No unit member shall be obligated to pay dues to CSEA until the first of the month following 30 calendar days after the unit member first comes into the bargaining unit.

2.2 Dues Deductions

2.2.1 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for employees in the bargaining unit.

2.2.2 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to CSEA. Such authorizations shall remain in effect until expressly revoked in writing by the unit member to CSEA.

2.2.3 The District shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted.

2.2.4 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, and indicating the amount deducted, if any.

2.3 Hold Harmless

2.3.1 CSEA agrees to reimburse the District, and its officers and agents, for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.

2.3.2 CSEA agrees to reimburse the District, and its officers and agents, for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District has complied with the terms of the Article and has promptly notified CSEA of its awareness of such an action.

2.3.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

2.4 Other Payroll Deductions

2.4.1 The District shall make other payroll deductions, such as Board-approved insurance program premiums, etc., in accordance with State law and the provisions of this Agreement.

ARTICLE III
EVALUATION PROCEDURE AND PERSONNEL FILES

3.1 Unit members covered by this Agreement will be evaluated by a designated administrator.

3.2 Probationary unit members shall be formally evaluated at least twice during their six (6) month probationary period. The evaluations should be completed by the end of the second and fifth months. Recess and/or break periods in excess of two (2) weeks shall not be counted towards the probationary period. If the District determines that additional time is required to establish if a unit member shall become permanent, the District shall notify CSEA and the unit member in writing that the probationary period will be extended by a maximum of three (3) additional months. Extension of a unit member's probationary period shall be contingent upon the District's completion of the two (2) evaluations during the initial six (6) month period.

3.3 Permanent unit members shall be formally evaluated no more than once annually. The Supervisor doing the evaluation shall provide the unit member being evaluated with a copy of that unit member's job description for their classification for reference during the evaluation.

3.4 Both scheduled and unscheduled observations may be part of the evaluation procedure. They will be performed by an administrator designated by the Board.

3.5 The written evaluation shall be in three (3) copies and each copy shall be signed by both parties concerned. The signature of the person being evaluated does not indicate that they agree with the evaluation but that they have been presented with a copy, had adequate time to review the written evaluation, and that a conference with the evaluator was held. Distribution of the three signed copies is as follows:

3.5.1 One to be presented to the person evaluated.

3.5.2 One to be retained in the administrator's file.

3.5.3 One to be placed in the unit member's file in the District Personnel Office.

3.6 The written evaluation shall not contain negative comments based on unobserved allegations, unless supported by evidence upon which reasonable persons would rely, and deemed sufficiently serious to warrant inclusion on the District Evaluation Form, Exhibit "C".

3.7 The unit member has the right to make such written comments as appropriate and attach them to the evaluation.

3.8 A copy of material used for evaluation purposes will be given to the affected unit member before it is placed in the personnel file. The following statement will be incorporated in the material: "You are notified that this will be placed in your personnel file. You have the right within ten (10) working days of receipt of this letter to provide any written comments and have them attached to a copy of this letter for your file."

3.9 Contents of all personnel files shall be kept in strictest confidence. Access shall be limited to official business by authorized personnel.

3.10 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee, or (3) were obtained in connection with a promotional examination.

3.11 Unit members shall have the right to inspect their personnel files upon request, provided that the request is made at a time when such unit members are not actually required to render services to the District. Upon inspection a unit member may require the Superintendent to remove and destroy any materials which are more than five (5) years old by completing the District Form (see Exhibit "D").

3.12 Information of a derogatory nature, except material mentioned in section 3.10 above, shall not be entered or filed unless and until a unit member is given notice and at least ten (10) working days to review and comment thereon. The unit member shall have the right to enter, and have attached to any such derogatory statements, their own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction (E.C. 44031 and 45113).

ARTICLE IV
HOURS AND OVERTIME

4.1 Workweek: The normal workweek for full-time unit members shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The provision shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. The workweek for part-time unit members shall be as set forth by the District.

4.2 Workday: The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable number of hours. If at all possible, no unit member shall be hired for less than 4 hours per day, 5 days per week, so as not to be deprived of fringe benefits.

4.3 Rest Periods: All bargaining unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Rest periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled to the mutual convenience of the unit members and supervisors. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member. All bargaining unit members shall be provided with a printed schedule that includes their daily rest and lunch breaks. This schedule will be provided by the unit member's supervisor.

4.4 Lunch Periods: The District shall provide for each unit member working five (5) hours or more, a duty free uninterrupted unpaid lunch period of at least thirty (30) minutes and not to exceed one (1) hour depending upon scheduling at the discretion of the immediate supervisor/principal after consultation with the affected unit member. Any change in the length of the lunch period after the start of the school year shall be based on the mutual agreement of the unit member and immediate supervisor/principal.

4.5 Overtime: Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any one (1) calendar week, or in accordance with Education Code sections 45128-45131. The unit member must obtain approval from the supervisor prior to working overtime. 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, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member. Overtime compensation shall be at the rate of one and one- half times the regular rate of pay of the unit member. The use of overtime is allowed only to meet emergency or unusual situations and must be approved by the unit member's principal or other supervisor.

4.5.1 Upon approval by the immediate supervisor, pay for overtime worked shall be granted or compensatory time off up to 240 hours shall be provided at the rate of one and one-half hours for each hour worked.

4.5.2 Overtime for part-time unit members assigned less than 8 hours daily or 40 hours per week shall be, upon approval by the supervisor, paid at the regular rate for each hour worked, or compensatory time at the rate of one hour off for each hour worked less than 8 hours per day or 40 hours per week. Part-time unit members

assigned more than 8 hours daily or 40 hours per week shall be governed by overtime provisions contained in this section. Unit members shall be notified of method of compensation prior to overtime worked.

4.6 A unit member having an average workday of four (4) but less than eight (8) hours per day shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek in accordance with the overtime provisions contained in section 4.5 above.

4.7 Overtime Equal Distribution: Overtime shall be distributed and rotated as equally as possible among unit members in the same classification in the bargaining unit within each department.

4.8 Minimum Call-In Time: Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

4.9 Standby Time: All on-site standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

4.10 Call Back Time: Any unit member called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, regardless of the actual time worked less than that required.

4.11 Summer School: Classified positions available in the summer school program shall first be offered to bargaining unit members.

4.12 Work Calendar: The District shall present its proposal for work calendars to CSEA for negotiation at least six months prior to the start of the new school year for which the work calendar is proposed. This shall include a proposal addressing scheduling of classified staff development days.

ARTICLE V
PAY AND ALLOWANCE

5.1 Placement in Class: Every bargaining unit position shall be placed in a class on the District Salary Schedule.

5.2 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit "A," which is attached hereto and by reference incorporated as a part of this Agreement. Regular rate of pay shall include any experience increment and/or longevity required to be paid under this Agreement.

5.2.1 The Classified Salary Schedule for 2025-26 shall continue unchanged for the 2025-26 school year.

All unit members shall receive a one-time, off-schedule payment of $1,200, prorated by FTE, payable as soon as possible upon full ratification of the parties successor agreement. Any unit member employed with the Ross Valley School District on January 9, 2026, shall receive this payment.

5.3 Placement on Salary Schedule: The administration shall notify the CSEA unit of salary placement for new unit members.

5.3.1 Credit on the salary schedule may be granted to a new unit member for prior experience in the classification for which hired or a similar position as determined by the Administration as follows:

Starting July 1, 2023 – three (3) years with placement on Step 4
Starting July 1, 2024 – four (4) years with placement on Step 5
Starting July 1, 2025 and thereafter – five (5) years with placement on Step 6

Initial placement will be on the step which can be substantiated at the time of initial placement. Verification of experience must be submitted to the District prior to initial placement in order to receive credit. No credit will be granted at a later date for experience previously earned which is not claimed and documented when the unit member is hired.

5.3.2 Promotion: Any unit member receiving a job classification promotion under the provisions of the Agreement shall be guaranteed the step placement closest to a 5% increase over their previous step placement or the maximum step on the Classified Salary Schedule, whichever is lowest.

5.3.3 Reemployment within 39 months: Any unit member rehired within 39 months of voluntary resignation shall be placed on the same step they were on immediately prior to the effective date of their resignation including restoration of their place in seniority, longevity, and vacation accrual factor.

5.4 Unit members shall continue to receive their step increments, including longevity steps,

on July 1ST of each year.

5.5 Longevity: At the beginning of a designated number of years of service with the District, unit members shall be eligible for the following longevity steps, on July 1ST of each year.

10 years – 4% of base pay
12 years – 5.5% of base pay
15 years – 7% of base pay
17 years – 8.5% of base pay
20 years – 10% of base pay
22 years – 11.5% of base pay
25 years – 13% of base pay

Service towards longevity need not be consecutive years provided not more than 39 months intervene between employment periods.

5.6 Work Year: The work year is counted as one (1) year of experience for purposes of longevity and advancement on the salary schedule. For unit members who work 12 months, 75% of the days the District Office is open will constitute one year of experience. For unit members who work only the school year, 75% of the days that are on the adopted school calendar will constitute one year of experience.

5.7 Working Out-of-Class: Any unit member may be assigned by their immediate supervisor or district designee to perform duties inconsistent with those assigned to their position. If assigned for a period of more than five (5) working days, provided that their salary shall be adjusted upward for the entire period they are required to work out of classification. The unit member shall submit a timesheet reflecting those hours performing out of class duties and in such time increments as will reasonably reflect the duties required outside their normal assigned duties.

(If a new classification is created as a result of a reclassification, its effects including but not limited to its salary shall be negotiated with CSEA.)

5.8 Mileage Allowance: Any member of the bargaining unit required to use their vehicle on District business shall be reimbursed at the IRS rate by the District.

Unit members who are assigned to more than one school per day shall be reimbursed in accordance with above for travel between arrival at the first assigned location at the beginning of the workday and the last assigned work location of said day or for travel directed by the Administration.

Forms shall be completed within six (6) months of the month in which the mileage was incurred, but no later than thirty (30) days following the end of the fiscal year.

5.9 An employee may earn a professional growth salary increment by completing nine semester hours of school courses and/or workshops that have been approved by the Professional Growth Committee and that are appropriate to their position. (See Exhibit E.)

5.10 Bilingual Skills Stipend. Based on the identification of a bilingual need beyond the

general requirements of a unit member's job description, such as translation at conferences or of documents, such unit member who is qualified and approved to fill that need shall be paid a stipend of $75 per work month. The identification of such bilingual need will be made by the Superintendent/designee for a worksite or district wide. If District Office work is given to a site, the work shall be sent to and picked up from the site. This stipend shall be prorated for positions less than 40 hours per week. The stipend is only for those positions that do not already include this skill as part of their job description and shall not exceed one position per worksite.

5.11 Unit members with a valid California teaching credential may substitute in a certificated position at the request of the site administrator and with agreement of the unit member. The unit member shall be paid time and a half for the actual length of the substitute assignment in addition to their regular pay.

5.12 Placement on Salary Schedule for non-contract employees. Credit may be granted for prior experience in the classification or similar position for which employed as determined by the Administration. Those who have (1) years of related experience will be placed at Step 2.

5.13 Any new hire bargaining unit members employed less than four (4) hours per day shall receive a $250 annual retention bonus. To be eligible, the bargaining unit members must work 75% of the school year and be in paid status on the last day of the school year. This provision shall expire on June 30, 2026 unless extended by the parties.

5.14 Maintenance, grounds, custodial personnel shall be provided with safety work shoes as needed. Unit members shall purchase their safety work shoes and be reimbursed by the District up to two hundred forty dollars ($240) per work year. An expense claim must be submitted with a receipt. Reimbursement will be made within thirty (30) days.

5.15 Maintenance, grounds, custodial personnel shall be provided with five (5) District work shirts annually.

ARTICLE VI
FRINGE BENEFITS

6.1 Each full-time unit member shall have available a health and welfare allowance as reflected on the Classified Salary Schedule for unit member benefits described below.

6.2 Health and Welfare Benefits

6.2.1 Commencing October 1, 1992, the District will participate in the Public Employees' Medical and Hospital Care Act ("PEMHCA") through the Public Employees' Retirement System (PERS). The District shall pay the minimum required contribution consistent with Government Code section 22892 for each full-time unit member.

6.2.2 The District shall provide bargaining unit members with access to District-sponsored medical and dental insurance plans. Enrollment in District-sponsored medical and dental plans shall be required for all unit members who work at least twenty (20) hours or more per week except as otherwise provided in this Article.

6.2.3 The District shall provide unit members with an income protection plan in which all unit members must participate. (Exhibit B) Coverage shall be coordinated with eligibility for any retirement system allowance.

6.2.4 The District shall also provide unit members with voluntary access to a life insurance plan, which shall provide additional coverage for accidental death, a cancer insurance plan, and other insurance plans as may be mutually agreed upon by the District and the Association.

6.2.5 The District will provide unit members access to an I.R.S. Section 125 Plan. The administrator of the Section 125 Plan shall be mutually agreed to between the parties. Time shall be provided to unit members for the purpose of registering for the Section 125 Plan.

6.3 Health and Welfare Allowance

6.3.1 Effective October 1, 2025, the Health and Welfare allowance shall be increased for employee-only Delta Dental benefits, and effective January 1, 2026 the Health and Welfare allowance shall be increased for employee-only Kaiser Medical benefits to cover any increases for the year in the cost of employee-only Delta Dental and Kaiser medical insurance premiums. (Exhibit B-1). Premiums for coverage and/or plans in excess of this allowance shall be paid for by the unit member.

6.3.2 Where the cost of the insurance exceeds the District allocation, a payroll deduction shall be made.

6.3.3 For unit members hired July 1, 2001 and after, the following District paid contributions shall be made:

Unit members who work:	District contribution:
less than 20 hours/week	none

20 hours/week	50% of allowance
greater than 20 hours/week	100% of allowance prorated by FTE

6.4 Any changes to any current plan providers shall be mutually agreed upon by the Association and the District.

6.5 Unit members on leave without pay are eligible to continue their health and dental benefits while on leave, provided they prepay the premium.

6.6 Unit members who are less than half-time and therefore ineligible for health and welfare benefits are permitted to pay for their own coverage at the group rates provided they prepay the premiums.

6.7 Health and welfare benefit allocations not used will revert back to the District general fund budget.

6.8 Benefits for Retirees

6.8.1 For qualification eligibility for post-employment health benefit participation with a District contribution, a unit member must be at least fifty-five (55) years of age and have a minimum of forty (40) years of service with the District at the time of retirement. This provision shall be effective for all retirements of active unit members beginning on or after July 1, 2010.

6.8.2 Subject to approval by the District's insurance carrier(s), retirees shall have the right to participate in the employee group dental insurance plan, up to age 65 if not covered by Medicare, to which they subscribe provided the retiree pays the entire cost of the plan. When the retiree reaches age 65, they may retain dental coverage through COBRA for 18 months provided the retiree pays the entire cost of the plan. At the end of the 18-month period, the retiree will be dropped from the District plan.

6.9 Domestic Partner Coverage

Unit members' domestic partners and their dependents shall be eligible for medical and dental benefits on the same terms as unit members' spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefit shall be available only to the extent that District medical and dental plan providers agree to make it available. The District shall not be responsible to obtain additional medical or dental insurance carriers solely for the purpose of offering domestic partner benefits. The provision of benefits to the domestic partners shall be on the following terms and conditions:

6.9.1 Definition

Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership may be established between two persons regardless of their gender.

6.9.2 Criteria

A domestic partnership exists when all of the following occur:

a. Both persons have a common residence.

b. Both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership.

c. Neither person is married nor a member of another domestic partnership.

d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

e. Both persons are at least 18 years of age.

f. Both persons are capable of consenting to the domestic partnership.

g. Both persons have filed a Declaration of Domestic Partnership (Exhibit H-1) with the District.

h. It has been at least twelve months since either of the two parties has filed a Notice of Termination of Domestic Partnership (Exhibit H-2) with the District. This prohibition does not apply if the previous domestic partnership ended because one of the partners died or married.

i. The two parties agree to notify the District Human Resources Office if there is a change in the circumstances attested to in the Declaration of Domestic Partnership or if the domestic partnership is terminated.

A domestic partnership shall terminate when any of the following occurs:

a. One partner gives or sends the other partner a written notice by certified mail that they are terminating the partnership.

b. One of the domestic partners dies.

c. One of the domestic partners marries.

d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of a common residence.

6.9.3 Registration of Domestic Partnership

Two persons desiring to become domestic partners shall file the appropriate Declaration of Domestic Partnership as follows:

a. Two persons who are either (1) of the same sex of any age or (2) of opposite sexes with both persons being over the age of 62, shall complete and file a Declaration of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State. A copy of this form shall be filed with the District Human Resources Office.

b. Two persons who are of opposite sexes if either person is age 62 or under shall complete and file a Declaration of Domestic Partnership on the form prepared by the District.

6.9.4 Termination of Domestic Partnership

Upon termination of the domestic partnership, the unit member shall notify the District by filing the appropriate Notice of Termination of Domestic Partnership as follows:

a. Two persons who are either (1) of the same sex or (2) of opposite sexes if both persons are over the age of 62 shall complete and file a Notice of Termination of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State. A copy of this form shall be filed with the District Human Resources Office.

b. Two persons who are of opposite sexes if either person is age 62 or under shall complete and file a Notice of Termination of Domestic Partnership on the form prepared by the District.

All benefits provided by this section shall cease as of the last day of the month following the receipt of the Notice of Termination of Domestic Partnership.

Within 30 days, the unit member shall notify the District of the end of the Domestic Partnership. If the District suffers any loss as a result of the unit member's failure to file the notice, the unit member shall be liable to the District for the actual loss for the failure to receive notice that the domestic partnership has been terminated.

6.9.5 Application and Terms

6.9.5.1 In order to receive any benefit provided for by this Section, a unit member and their domestic partner shall complete, have notarized and file with the District a Declaration of Domestic Partnership as specified.

6.9.5.2 The unit member shall also file with the District a signed Statement of Financial Liability indicating that the unit member agrees that they may be required to reimburse the District and/or the District's designated health services plan for any expenditures made by the District and/or the District's designated health plan services for medical claims, processing fees, administrative charges, costs, and attorney's fees on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent. The Statement shall further indicate that the unit member agrees to indemnify the District for any loss the District suffers as a result of the unit member's failure to file the Notice of Termination of the Domestic Partnership.

6.9.5.3 District-paid health care coverage for the domestic partner and dependents is considered taxable income to the unit member unless the domestic partner is a dependent as that term is defined by Section 152(a)

of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and FUTA taxes on these amounts and ensure adequate withholding.

6.9.5.4 The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA or under any state law.

6.9.5.5 The District shall be indemnified by the unit member against any legal action pursued by another party under community property or contract or family laws which arises in connection with the unit member's use of this provision.

ARTICLE VII
HOLIDAYS

7.1 Scheduled Holidays: The following holidays shall be observed as legal holidays with pay for all unit members who are in paid status the day immediately preceding or succeeding the holiday:

12-month employees		10-month employees	
1.	Independence Day	---	---
2.	Labor Day	1.	Labor Day
3.	Veteran's Day	2.	Veteran's Day
4.	Thanksgiving Day	3.	Thanksgiving Day
5.	Friday after Thanksgiving	4.	Friday after Thanksgiving
6.	December 24	5.	December 24 (1/2 day)
7.	December 25	6.	December 25
8.	New Year's Eve Day	7.	New Year's Eve Day (1/2 day)
9.	New Year's Day	8.	New Year's Day
10.	Dr. Martin Luther King Jr. Birthday	9.	Dr. Martin Luther King Jr. Birthday
11.	Lincoln's Birthday Observed	10.	Lincoln's Birthday Observed
12.	Washington's Birthday Observed	11.	Washington's Birthday Observed
13.	Memorial Day	12.	Memorial Day
14.	Juneteenth	13.	Juneteenth

7.1.1 For twelve (12) month employees, an in-lieu day for Admission Day is reflected above as the ½ day December 24 and ½ day New Year's Eve day in addition to another ½ day for each of those dates due to the fact that such 12-month employees are working during the winter period.

7.1.2 For ten (10) month employees an in lieu of day for Admission Day is reflected above as the ½ day December 24 and ½ day New Year's Eve Day.

7.2 Additional Holidays: Additional holidays as provided for in Education Code section 45203.

7.3 Holiday eligibility. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday.

7.3.1 Employees of the bargaining unit who are not normally assigned to duty during the school holidays of December 24 and New Year's Eve shall be paid for those two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

7.3.2 New hire unit members whose first day of employment immediately follows a holiday shall not be entitled to holiday pay for the holiday immediately preceding the date of hire.

7.4 Weekend holidays: When a holiday listed in this section falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed, unless that

Monday is also an observed holiday, in which case it shall be observed on the following day (Tuesday). When a holiday listed in this section falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed, unless that Friday is also an observed holiday, in which case it shall be observed on the following Monday.

7.5 In any year in which February 29th occurs, unit members who are not instructional year employees, and are in paid status on that day, shall be entitled to take a floating holiday between March 1 and December 31 of that calendar year.

ARTICLE VIII
VACATION PLAN

8.1 Eligibility: All members of the bargaining unit earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 to June 30. Earned vacation shall not be a vested right until after six (6) months of service.

8.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be used no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the unit member, the paid vacation shall be granted in the fiscal year which it is earned.

8.3 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

8.3.1 Twelve-month full-time classified unit members shall be granted vacation working days as follows:

One (1) to Four (4) Years' Service:	Thirteen (13) days
Five (5) to Nine (9) Years' Service:	Sixteen (16) days
Ten (10) or more Years' Service:	Twenty-One (21) days

Vacation time must be arranged with the unit member's supervisor.

8.3.2 Full-time full year ten-month (school year) unit members shall be granted an annual vacation equal to thirteen (13) days (pro-rated for less than full-time unit members). Hourly unit members working on a continuing basis shall be granted pro-rated paid vacation benefits. This excludes substitutes, short-term employees, part-time playground supervisors, etc.

8.3.3 Eleven-month full-time classified unit members shall be granted vacation working days as follows:

One (1) to Four (4) Years' Service:	Thirteen (13) days
Five (5) to Nine (9) Years' Service:	Fifteen (15) days
Ten (10) or more Years' Service	Twenty (20) days

In addition to the above schedule of granted vacation eleven month classified unit members will also be entitled to twelve (12) days of holidays.

8.3.4 Twelve-month unit members may take whatever accrued vacation time has been earned after having worked six (6) months in the District.

8.3.5 Vacation Pay Upon Termination: A member of the bargaining unit terminated after six (6) months service shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. Likewise, vacation time granted but not earned at the time of termination shall be reimbursed to the District by the unit member.

8.4 Vacation Postponement

8.4.1 If a bargaining unit member's vacation is scheduled for a period when they are on leave due to illness or injury, they may request that their vacation date be changed in accordance with the vacation schedule available at that time.

8.4.2 If, for any reason, a bargaining unit member is not permitted to take all or any part of their annual vacation, the amount not taken shall, at the option of the unit member, be accumulated for use in the following year or be paid for in cash.

8.5 Holidays: When a holiday falls during the scheduled vacation of any bargaining unit member, such member shall be granted an additional day of vacation for each holiday falling within that period.

8.6 Vacation Scheduling:

8.6.1 Vacations shall be scheduled at times requested by bargaining unit members so far as possible within the District's work requirements.

8.6.2 If there is any conflict between members who are working on the same or similar operations as to when vacation shall be taken (or granted), the member with the greatest bargaining unit seniority shall be given their preference.

ARTICLE IX
LEAVES

9.1 Bereavement Leave: Every member of the bargaining unit shall be entitled to three (3) days of paid leave of absence, or five (5) days of paid leave of absence if two hundred (200) miles of travel is involved, on account of the death of any member of their immediate family. This leave shall not be deducted from sick leave. If less than 200 miles travel is required, members may take up to two (2) additional days of bereavement leave (five (5) days total) as either unpaid leave, or use any paid vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the unit member to receive pay for those additional two (2) days. The immediate family normally consists of the unit member's: husband or wife, children, father, father- in-law, mother, mother-in-law, sisters, brothers, grandparents (of either spouse), grandchildren (of either spouse), son-in-law, daughter-in-law, or domestic partner or any person living in the immediate household of the unit member. Bereavement leave for any other person requires approval of the Superintendent or designee. Bereavement leave must be used within three (3) months of the date of death, unless this time is extended by the Superintendent for good cause.

9.2 Bereavement leave need not be taken consecutively.

9.3 Judicial/Court Appearance/Jury Duty: The Board shall grant leave of absence with pay to any member of the bargaining unit who is subpoenaed to appear in Court for other than personal reasons and/or is called for jury duty. The unit member will receive their regular salary less any amount received as a result of serving on the jury or as a witness, except reimbursement for mileage, parking, etc.

9.4 Absence - Personal Illness or Injury: Every full-time member of the bargaining unit shall be entitled to twelve (12) days leave of absence for illness or injury, per year, with full pay. This shall apply to persons employed for a full fiscal year. Sick leave is accumulated indefinitely.

9.4.1 In the case of absence due to illness or accident limited to seven (7) consecutive days or less, payment shall be made on the statement of the unit member and countersigned by the immediate supervisor who may require verification of the reason for absence. Verification of the reason for absence due to illness or accident in excess of seven (7) working days shall be required. Evidence of the illness or accident must be attested to, in writing, by the attending physician or other competent health advisor, and must be filed with the Superintendent within five (5) days after returning.

9.4.2 In case of illness or accident, unit members shall notify their immediate supervisor as soon as possible. Absence reports shall be submitted upon return to work.

9.4.3 Unit members working less than a 40-hour week and/or a full fiscal year shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as their work schedule bears to a full-time work schedule.

9.4.4 Summer School: Members of the bargaining unit assigned at times other than the regular academic year (such as summer school) shall receive, on a pro rata basis, not less than the benefits stated herein. (Ed. Code 45102).

9.4.5 Pay for any day of absence under this Article, shall be the same as the pay which would have been received had the unit member served during the day of illness/injury.

9.4.6 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Sick leave may be taken at any time during the year. However, a new unit member shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

9.4.7 Should a unit member resign or retire, their total accumulated sick leave may be used in any one of the following ways:

9.4.7.1 For resignations: It may be transferred to another public school employer in the State of California as provided for under Ed. Code provisions;

9.4.7.2 For retirements: It may be credited to the unit member's PERS account in accordance with PERS rules and regulations and/or Ed. Code.

9.4.8 Unit members shall be entitled to utilize half of their annual sick leave allotment for leave of absence for illness or injury of an immediate family member (i.e. spouse, domestic partner, child, father, mother, brother, sister, grandmother, grandfather, child, grandchild, son-in-law, daughter-in-law, or those of the unit member's spouse, or a "designated person" pursuant to Section 12945.2 of the California Government Code, California Healthy Workplaces Healthy Families Act [HWHFA]).

"Designated person" for California's Healthy Workplaces Healthy Families Act (HWHFA) purposes means "Any individual related by blood or whose association with the employee is the equivalent of a family relationship." The Designated Person shall be identified by the unit member at the time the unit member requests paid sick days under the HWHFA and for Kin Care under Labor Code section 233. Unit members may only identify one designated person per 12-month period (rolling). The terms here regarding "designated person" are intended to reflect the law and do not extend leave availability beyond legal requirements.

9.5 Extended Illness/Injury Leave: When a unit member is absent from their duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the unit member, the unit member shall receive not less than the difference between their regular salary and the amount actually paid a substitute employed to fill their position during their absence. The amount paid the substitute shall in all cases be less than the regular unit member's salary. All sick leave, industrial leave, compensatory time, accrued vacation or other available leave that is due to the unit member shall be used first.

9.5.1 If an employee has utilized all of their accumulated sick leave and is still absent from their duties on account of illness or accident, the unit member may borrow 10 days of paid sick leave from the following year. In turn, the employee shall agree in writing to repay upon resignation or within 2 years, whichever is sooner, any monies owed the Board as a result of there being at that time an excess of used sick leave days over the earned sick leave days.

9.6 Association Leave:

9.6.1 Release time shall be granted without loss of pay for one (1) CSEA delegate, for up to five (5) days, to attend the CSEA annual conference.

9.6.2 When mutually agreed upon between the Superintendent and CSEA, members of the bargaining unit have the right to attend scheduled chapter meetings, commencing one-half hour before the end of the workday. Night-time custodians shall be allowed to attend monthly chapter meetings for up to thirty (30) minutes inclusive of traveling time without increasing the length of their workday.

9.7 Break in Service:

9.7.1 All unit members on paid absence shall receive vacation holidays and sick leave credit, accrue seniority, and be eligible for health and welfare benefits.

9.7.2 Unit members on unpaid leave, approved by the Board, or unit members with 39-month reemployment rights shall, on their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave. Such unit members shall retain accrued sick leave but shall not receive vacation, holiday or sick leave credit or accrue seniority. They may retain health and welfare coverage by paying the premiums.

9.7.3 Unit members on unpaid sick leave shall be eligible for health and welfare benefits for a period of thirty (30) days. At the end of this period, they may retain health and welfare coverage by paying the premiums for as long as they remain employees of the District. The District may require a certificate from the doctor.

9.8 Leave for Family and Medical Reasons:

Pursuant to the Federal Family and Medical Leave Act of 1993 (29 U.S.C. SS 2601 et seq.) and the California Family Rights Act (Government Code section 12945.2), unit members may be eligible for up to 12 weeks of either paid or unpaid family care and medical leave, depending upon the unit member's circumstance. The District will comply with all mandated provisions under these Acts. (Refer to Board Policy, including AR 4261.8, and Exhibit "F".)

9.9 Personal Necessity Leave:

A unit member may use a maximum of ten (10) days of sick leave annually for cases of personal necessity, including any of the following:

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

9.9.2 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or official order.

9.9.3 Such other reasons which may be prescribed by the governing board and/or other emergency reasons as recommended by the immediate supervisor and approved by the Superintendent. These reasons shall be stated orally or in writing.

9.9.4 To attend to an illness of a child, parent, or spouse.

9.9.5 Other matters of personal importance

The unit member shall complete and sign an absence report. This report may be signed after the fact.

9.10 Personal Business Leave:

One (1) day per year for personal business other than illness or accident shall be allowed per year without loss of pay. This leave shall not accumulate from year to year, nor shall it be charged to sick leave. Advanced permission must be granted by the immediate supervisor before the unit member uses this leave.

9.11 Other Absences With or Without Pay:

9.11.1 Personal absences, without pay, may be granted when recommended by the immediate supervisor and approved by the District Superintendent or designee. Such a leave shall be a temporary separation from the job, and not a reduction of hours.

9.11.2 When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and the unit member.

9.11.3 After Exhaustion of All Available Leaves: When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of their position, they shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, they shall be employed in a vacant position in the class of their previous assignment over all other available candidates except for a reemployment list established because of layoff, in which case they shall be listed in accordance with appropriate seniority regulations. A unit member who has been placed on a reemployment list as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be subject to dismissal.

9.12 Industrial Accident/Illness Leave:

Industrial Accident or Illness may be defined as any injury or disease arising out of and in the course of employment.

9.12.1 Allowable leave shall be for sixty (60) working days in any one fiscal year for the same accident.

9.12.2 Allowable leave shall not be accumulated from year to year.

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

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

9.12.5 Industrial Accident Leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

9.12.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

9.12.7 Industrial Accident/Illness Leave is to be used in lieu of other sick leave. When entitlement to Industrial Accident/Illness Leave has been exhausted, entitlement to other sick leave will be used but if a unit member is receiving Worker's Compensation they shall be entitled to use only that much of their accumulated or available full pay sick leave, accumulated compensatory time, vacation or other available leave, including Extended Illness Leave, which, when added to the Worker's Compensation award, provides for a full day's wage or salary.

9.12.8 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

9.12.9 During all paid leaves of absence, the unit member shall endorse to the District wage loss benefit checks received under the Worker's Compensation Laws of this State. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

9.12.10 Exhaustion of Leaves: Should a unit member exhaust all of their available Industrial Accident/Illness leave under this section, they shall be entitled to apply any and all other leaves, paid or unpaid, to which they may be entitled, including but not limited to Extended Illness/Injury leave pursuant to Section 9.4. Upon exhaustion of all other remaining leave entitlements, the unit member shall be placed on a reemployment list in accordance with Section 9.11.3.

9.12.11 The benefits provided by this section are made available to a unit member from the date of the first day of service with the District except as provided in the Family Medical Leave Act which requires twelve (12) months of service for eligibility.

9.12.12 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the

Board of Trustees authorizes travel outside the State.

9.13 Pregnancy Related Leaves

9.13.1 Pregnancy Disability Leave: Unit members shall be entitled to leave for disability (medically unable to perform the duties of their position) caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom for the period of time determined by the unit member's physician. During the unit member's period of disability, the unit member may use (for up to five school months) their sick leave, both current and accumulated, and/or other available paid leaves, followed by differential pay. Such leave shall run concurrently with any leave entitlements under the federal Family Medical Leave Act (FMLA). The unit member shall submit to Human Resources written verification signed by their physician stating the length of the temporary disability.

9.13.2 Leave After Reproductive Loss:

9.13.2.1 Pursuant to Government Code section 12945.6, a unit member shall be entitled to leave after suffering a reproductive loss provided the unit member:

(a) would have been the parent of the child born or adopted; and

(b) has been employed by the District for at least 30 days before the commencement of leave.

9.13.2.2 As used in this Article, Reproductive Loss means miscarriage, still birth, failed adoption, failed surrogacy, and unsuccessful assisted reproduction.

9.13.2.3 Unit members may receive up to 5 days of leave per Reproductive Loss, not to exceed 20 days per calendar year.

9.13.2.4 Leave for Reproductive Loss is unpaid unless the unit member elects to use their regular sick leave, both current and accumulated, other available paid leaves, and/or compensatory time off.

9.13.2.5 Reproductive Loss leave must be taken within 3 months of the reproductive loss event, except that if the unit member was on another type of leave during the reproductive loss event, they can take reproductive loss leave within three months of finishing the other form of leave.

This section is intended to be interpreted and implemented consistent with the requirements of Government Code section 12945.6.

9.14 Parental Leave

Unit members shall be afforded up to twelve (12) work weeks of parental leave for the purposes of bonding with a newborn or newly placed adoptive or foster child. When the unit member has exhausted all available sick leave and continues to be absent from their

duties on account of parental leave, the unit member shall receive differential pay for up to twelve (12) work weeks. Nothing in this section shall prohibit a unit member who does not wish to exhaust their sick leave from requesting and receiving up to twelve (12) work-weeks of unpaid leave for the purpose of taking parental leave. A unit member is not required to have worked 1,250 hours in the prior school year to be eligible for parental leave. Such parental leave shall run concurrently with any entitlement to leave under the CFRA.

9.14.1 A unit member must give at least thirty (30) days advance notice before their parental leave is to begin, unless such advance notice is not practicable, such as because of a lack of knowledge, changed circumstances, or a medical emergency, in which case notice must be provided as soon as possible.

9.14.2 Parental leave does not need to be taken in one continuous period of time but shall be in no less than two (2) week increments absent extenuating circumstances.

9.14.3 If a unit member seeks to take parental leave but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes without the need for a doctor's note.

9.14.4 If a unit member has exhausted the 12-week period of parental leave paid at differential pay and seeks to continue such parental leave, the unit member may request an additional unpaid leave of absence for up to twelve (12) consecutive months. Under circumstances that are advantageous to both the employee and the administration, such leaves may be extended upon approval of the Superintendent.

9.14.5 Nothing in this section shall conflict with or construed as expanding or otherwise limiting those rights afforded under applicable federal or state law.

9.15 Military Leave:

Military leave of absence shall be granted as provided for in the Military and Veteran's Code of the State of California. Such leave must be verified by a copy of the military orders requiring military duty.

9.16 Catastrophic Leave

9.16.1 Unit Member Requests

9.16.1.1 Permanent unit members whose sick leave is exhausted may submit a request for catastrophic leave. Catastrophic illness or injury shall be defined as any illness or injury or other verifiable catastrophic situation that incapacitates a unit member or a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work. If a reoccurrence occurs within 12 months, it shall be deemed catastrophic after five (5) consecutive days.

9.16.1.2 Unit members must use all sick leave available to them before being

eligible to request catastrophic leave.

9.16.1.3 Unit members requesting catastrophic leave will be required to submit a doctor's statement or other verifiable document in support of the leave request that includes the probable length of absence from work. The Committee shall keep all details of each request confidential.

9.16.1.4 The Committee may authorize up to a maximum of five (5) days per unit member for each catastrophic situation. If a unit member is not eligible for income protection under the District's group plan, on a case by case basis the Committee may authorize additional days.

9.16.1.5 A maximum of thirty (30) days of donated Catastrophic Leave may be used in a school year for all bargaining unit members.

9.16.1.6 Any inquiries regarding sick leave balances shall be directed to the District Business Services department.

9.16.2 Catastrophic Leave requests shall be administered by a joint committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District. The charge of this Committee shall be to determine if there is a genuine need caused by a catastrophic situation.

9.16.3 If it is determined that a genuine need exists, a donation request shall be sent to all unit members' District email address and such donation request notice shall be posted at each site. The identity of the requestor shall remain confidential. Donations shall only be solicited for the amount requested, up to a maximum of five (5) days per unit member, except as otherwise provided in this section.

9.16.3.1 Effective July 1, 2019, the District and CSEA agree that the existing Catastrophic Leave Bank balance of 452.75 hours will be distributed in response to any approved catastrophic leave requests until the balance is exhausted. No requests for donated hours shall be sent to unit members until the balance is exhausted.

9.16.4 All permanent unit members on active duty with the District with at least seven (7) available sick days are eligible to donate one (1) day of sick leave to a Catastrophic Leave donation request. Unit members wishing to donate shall reply to the email and/or complete the donation form and submit it to the Human Resources Department within seven (7) business days of the donation request.

9.16.5 Authorized days may not be used for illness or disability which qualifies the unit member for workers compensation benefits unless the unit member has exhausted all worker compensation leave, and their own sick leave.

9.16.6 If Catastrophic Leave donation request does not receive sufficient days to fund the authorized amount of leave, the District is under no obligation to provide

any catastrophic leave beyond the number of days actually donated.

9.16.7 The Committee shall notify the requesting unit member of the number of days authorized and funded. Funded days shall become effective upon receipt of donations sufficient to fund the request.

9.17 Retraining and Study Leave

9.17.1 An unpaid leave of absence for study/retraining may be granted to any full-time member of the bargaining unit.

9.17.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

9.17.3 Study/retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.

9.17.4 No more than one study/retraining leave of absence for a unit member shall be granted in each three (3) year period.

9.17.5 The District may prescribe standards of service which shall entitle the unit member to the leave of absence.

9.17.6 Unit members granted an unpaid leave for up to six (6) months will be guaranteed reinstatement and may be replaced with a temporary or substitute employee. At least two (2) weeks prior to returning to the District, the unit member on leave shall verify to the Director of Human Resources of their intent to return or not return to the District at the end of the approved leave. Failure to provide notice of intent to return to employment shall result in their automatic resignation. Unit members who are on an approved leave for greater than six (6) months shall not be guaranteed reinstatement by the District but will be placed on the District's thirty-nine (39) month rehire list. Priority to reinstatement shall only occur after laid off unit members' rehire rights and other unit members who have reemployment rights.

ARTICLE X
LAYOFF PROCEDURES

10.1 A layoff for the purpose of the Article shall be considered as an involuntary separation of a permanent or probationary classified unit member from active service due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the service performed by any department or when reemployment, reassignment or displacement (bumping) rights of a unit member cause such an action. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article. Any reduction in regularly assigned time is not a waiver of CSEA's right to negotiate over the decision. Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs:

10.1.1 The unit member who has been employed the shortest time in the classification plus higher classifications shall be laid off first.

10.1.2 Seniority for unit members hired prior to July 1, 1999 shall have their seniority by hours in each classification in which they have served frozen. Those whose hours have been frozen shall then be placed on the seniority list by highest number of hours served in each classification.

10.1.3 Seniority for unit members hired after July 1, 1999 and thereafter shall be based on first date of paid service in a probationary position.

10.1.4 If two (2) or more unit members subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire-date seniority with the unit member hired first being retained and if that is equal, then the determination shall be made by lot.

10.2 When a layoff of classified unit members is anticipated by the administration and at least seventy-two (72) hours before any Board action is taken on layoff of classified unit members, the District shall notify CSEA in writing by District mail of the proposed action. With such notification, the District will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated, a list of positions and/or hours to be reduced or eliminated and, for information only, any agenda documents provided to the Board supporting the need for layoff. Upon written request, the District shall meet with CSEA to discuss the proposed layoff and negotiate on the impact of such layoff. It shall be the responsibility of CSEA to designate the specific impact issues within the scope of bargaining.

10.3 Unit member may challenge their place on the seniority roster by making objections to the Superintendent or designee who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the unit member(s). Such challenge shall take place within ten (10) work days from the date the seniority list is sent to the unit member(s). For purposes of this Article, a workday is a day when the District Office is open for business.

10.4 After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certified mail to affected unit member(s), to their last address given to the District, no less

than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the Superintendent or designee may be scheduled during normal working hours, if requested by the unit member at a time mutually agreeable to both parties. A copy of each notice shall be concurrently sent by District mail to the President of the CSEA local chapter or designee.

Such notice shall indicate the layoff date and inform the unit member of their displacement rights, if any, and reemployment rights.

10.5 Laid off unit members who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be at the unit member's option returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and for a period of sixty-three (63) months from the effective date of layoff. Such unit members shall be ranked in accordance with seniority.

10.6 A unit member who is laid off and is subsequently eligible for reemployment shall be notified by telephone (if possible), and in writing by the District of opening(s). Such notice shall be sent by certified mail to the last address given to the District by the unit member. A copy of each notice shall be sent concurrently by District mail to the President of the CSEA local chapter.

10.7 A unit member on a reemployment list shall have five (5) workdays to respond to an offer of reemployment from the date of its receipt. Any acceptance by such unit member of an assignment to a classification lower than the classification from which they were laid off or to the same classification but with fewer hours shall not affect their original thirty-nine (39) month rights to reemployment in their former classification and with the same number of hours.

10.8 A unit member given an offer of reemployment does not need to accept reemployment to maintain their eligibility on the reemployment list provided the unit member notifies the District of their refusal of reemployment within five (5) workdays from receipt of the reemployment offer. If the unit member accepts reemployment, they must report to work within fifteen (15) calendar days following receipt of the reemployment offer unless a later or agreeable earlier reporting date is indicated on the reemployment offer.

10.9 Seniority and step earned to and including the effective date of layoff shall be reinstated to the unit member who is subsequently reemployed by the District.

10.10 Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.

10.11 Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee. A laid-off unit member shall continue to be covered by the current District paid fringe benefit program for two (2) months after the effective date of their layoff, on the same level as when the unit member was on working status. Thereafter, the unit member shall be eligible to continue coverage at group rate, at their own expense for a period of eighteen (18) months by paying the District for the premiums on a monthly basis.

ARTICLE XI
TRANSFERS, NEW POSITIONS AND VACANCIES

11.1 A "transfer" is a move from one location to another location within the District.

11.2 The Superintendent shall, subject to the approval of the Governing Board, assign all employees of the District to locations where they are to serve. Such power to assign includes the power to transfer an employee from one location to another within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

11.3 An employee desiring a change in assignment shall present such a request to the Superintendent or designee in writing by April 1st, or within 10 days of a vacancy occurring in their classification. Such requests for change in assignment (transfer) will be considered by the Superintendent or designee at the time that personnel assignments are made for the following school year.

11.4 The Superintendent or designee will attempt to complete all personnel assignments for the following school year by the time school is out in June and to notify employees of any transfers necessary or granted. This provision shall in no way limit the Superintendent's or designee's power to change an assignment or make a transfer at any time as the needs of the District may dictate. The District shall post all extra hire summer jobs for at least five (5) days prior to the initial closing date of the application.

11.5 The District shall notify all employees whenever a new position is created or an existing position becomes vacant. The notification must be posted at all work locations for not less than six (6) working days prior to the initial closing date of the application. An employee shall submit an application in writing for the position. Consideration will be given to all applications from bargaining unit members that are properly submitted and bargaining unit members who meet minimum qualifications shall be given an interview.

The District will give every consideration for promotional opportunities for bargaining unit members. However, the final selection for the position is within the sole discretion of the District management.

11.5.1 Any employee desiring to be notified of a new position or vacancy while he/she is on leave shall notify the District on the prescribed form. This request must be received prior to the employee beginning the leave. The District shall send a copy of the notification by first class mail on the date the position is posted.

11.5.2 The District shall notify in writing all applicants within the CSEA bargaining unit as to the final selection within ten (10) working days of that selection.

11.6 Medical Transfers:

A permanent employee who is determined to be incapable (by his own doctor) of performing the duties of his/her class because of illness or injury, may, at the discretion of the Governing Board, be offered a transfer or reassignment to a position with duties the employee is capable of performing. The employee shall receive the salary established for the position to which he/she is assigned.

11.7 Permanent employees who change classification will have a six-month probation period. Evaluation of such employees will be made at the end of the second and fifth months. The employee's former position shall be filled by a substitute employee (See Education section 45103) during the probationary period. If the employee who changes classes fails to successfully complete the probationary period, s/he shall be returned to his/her former classification, and the substitute employee shall be released.

ARTICLE XII
GRIEVANCE PROCEDURE

12.1 Definitions:

Grievance: A grievance is defined as an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement filed by an employee, employees or CSEA. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intent of the parties also to encourage as informal and confidential an atmosphere as is possible in the resolution of the grievance.

12.2 Procedure:

12.2.1 Informal Process: An attempt to resolve the grievance through informal conferences between the concerned parties will be made. Every reasonable effort shall be made to resolve the matter quickly and all procedures shall be kept as confidential as possible. If the matter is not settled by the immediate supervisor, the grievance may proceed with the formal process. The informal process shall not last longer than ten (10) working days from the alleged grievance.

12.2.2 Formal Process: The grievant shall complete the informal process before undertaking the formal steps listed in the following sections. All documents, communications, and records dealing with the processing of a formal grievance shall be kept confidential and placed in a grievance file separate from the employee's personnel file.

Step I – Immediate Supervisor

A grievant who wishes to follow the formal process shall present the grievance on the prescribed form to his supervisor and other parties involved within fifteen (15) working days following the act or stated conditions which appear to be the basis of the grievance. The immediate supervisor shall investigate the details of the grievance and confer with the grievant as soon as possible but within seven (7) working days from receipt of the written grievance. The parties shall attempt to resolve the matter amicably.

The decision of the immediate supervisor shall be communicated in writing on the prescribed forms (see Exhibit "G") to the grievant and other parties involved within five (5) working days following the conference.

Step II – Superintendent

In the event the grievant is not satisfied with the decision at Step I or in the absence of a decision, the grievant may appeal within ten (10) working days after receiving the written decision from the supervisor or from the deadline for receiving it, by submitting the completed prescribed form to the Superintendent. The Superintendent or designee may meet with the grievant within five (5) working days after the receipt of the appeal to review all factors related to the grievance. The Superintendent or designee shall communicate his/her decision to the grievant in writing on the prescribed form within five (5) working days of the meeting with a copy of the decision to all parties involved.

Step III – Request for Fact-Finding

Either party may request mediation through a mediator with the State Mediation and Conciliation Service. However, both parties must agree to go to mediation in order to be effective. In the absence of agreement or if such intervention is not successful, CSEA may proceed to Step III – Request for Fact-Finding.

Step IV - Board of Trustees

Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Trustees shall consider the grievance and review the fact finder's report. The decision of the Board shall be based solely on the written documents. The Board's decision shall be rendered no later than the next regular Board of Trustees' meeting scheduled at least twenty (20) days subsequent to the Board of Trustees receipt of the appeal. The decision of the Board of Trustees shall be final except that no rights of the grievant to further legal action shall be abrogated.

12.3 General Provisions

12.3.1 All proceedings under this procedure shall remain confidential unless otherwise dictated by law.

12.3.2 Failure, at any step of this procedure, to communicate the decision on a grievance within the specified time limits, shall permit lodging an appeal at the next step of the procedure may be extended by mutual agreement in writing between the parties.

12.3.3 A formal grievance not initiated within fifteen (15) working days after the aggrieved party is aware or should have reasonably known of the act or condition on which the grievance is based shall be considered as waived unless it is continuing in nature.

12.3.4 Employees on leave shall have twenty (20) working days after returning to active service to file a formal grievance for an act or condition that occurred while they were on leave and for which they have been notified.

12.3.5 Any appeal not submitted within the prescribed time after receiving the decision will be waived by the grievant and the decision shall stand, unless an extension has been agreed upon.

12.3.6 Either party may be accompanied by a representative of his/her own choosing at any level of this procedure.

12.3.7 All formal grievances shall be in writing and signed by the grievant.

12.3.8 No reprisals shall be taken by the District against anyone by reason of participation in the grievance procedure, or support of any participant thereto.

ARTICLE XIII
SAFETY COMMITTEE

13.1 A Safety Committee shall be formed composed of two (2) members appointed by the District and two (2) members appointed by the CSEA local chapter President. The Committee shall meet at least semiannually to review written complaints regarding health, safety, sanitation, and working conditions in violation of State or Federal laws. The Committee shall make recommendations to the Superintendent concerning improvements in health, safety, sanitation and working conditions. Dates for these meetings shall be scheduled no later than the second Monday in September.

13.2 No employee shall be discriminated against in any way as a result of reporting a condition believed to be in violation.

ARTICLE XIV
DISCIPLINARY ACTION

14.1 Termination of Probationary Employment

At any time prior to the expiration of the applicable probationary period, the District may, at its discretion, release a probationary classified bargaining unit member from district employment. A probationary unit member shall not be entitled to a hearing.

14.2 Disciplinary Action

Permanent classified employees shall be subject to disciplinary action (involuntary transfer, suspension without pay, demotion, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

14.2.1 Causes

The following constitutes cause, but not limited to, for disciplinary action against a permanent classified employee:

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

14.2.1.2 Incompetency.

14.2.1.3 Inefficiency.

14.2.1.4 Neglect of duty.

14.2.1.5 Insubordination.

14.2.1.6 Dishonesty.

14.2.1.7 Drinking alcoholic beverages while on duty or in such close time proximity hereto as to cause any detrimental effect upon the employee or upon employees associated with them.

14.2.1.8 Addiction to the use of controlled substances.

14.2.1.9 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

14.2.1.10 Absence without leave.

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

14.2.1.12 Willful disobedience.

14.2.1.13 Misuse of district property.

14.2.1.14 Violation of district, Board or departmental rule, policy, or procedure.

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

14.2.1.16 Refusal to take and subscribe any oath or affirmation which is required by law in connection with their employment.

14.2.1.17 Physical or mental disability, which disability precludes the employee from the proper performance of their duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of employees.

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

14.2.1.19 Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

14.2.1.20 Any other failure of good behavior during duty hours which is of such nature that it causes discredit to the district or their employment.

Except as defined above, no disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

14.3 Initiation and Notification of Charges

The District Superintendent or designee may initiate disciplinary action as defined herein against a permanent classified employee. To the extent possible, and as appropriate given the specific situation, progressive discipline procedures generally will be employed prior to the initiation of disciplinary action against a classified employee. The normal process to be followed should include a verbal warning, a written memo/letter of reprimand which includes (a) the nature of the problem, (b) a specific time period within which the problem shall be corrected, if relevant, (c) a history of prior warnings, if relevant, and (d) the possible

disciplinary action to be taken if the problem is not corrected; unpaid suspension; termination.

Prior to initiating disciplinary action and filing written charges with the Board, the Superintendent or designee shall meet with the employee and review the discipline proposed. If, after such meeting the Superintendent or designee is not persuaded by the employee's responses, the Superintendent shall pursue formal disciplinary action against the employee.

In all cases involving a disciplinary action, the person initiating said action shall file a written recommendation of personnel action with the Secretary of the Board of Trustees. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. A copy of such recommendation shall also be provided to CSEA. The recommendation shall include:

14.3.1 A statement of the nature of the personnel action.

14.3.2 A statement of the cause of causes therefore as set forth above.

14.3.3 A statement of the specific acts or omissions upon which the causes are based.

14.3.4 A statement of the employee's right to appeal the recommendation and the manner and time within which their appeal must be filed.

14.3.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

14.4 Right to Appeal

The employee may, within five (5) calendar days after receiving the recommendation of disciplinary action described above, appeal by signing and filing the card or paper included with the recommendation or any other written document signed and appropriately filed within the specified time limit.

If the employee against whom a recommendation of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived their right to appeal, and the Board may order the recommended personnel action into effect immediately.

14.5 Hearing Procedure

14.5.1 Upon receipt of an appeal from intended disciplinary action, the governing board will consider the appeal, and within thirty (30) days after receipt of the appeal, shall conduct a hearing as provided by law and render judgment to affirm, modify, or revoke the action being appealed.

14.5.2 The employee shall have the right to appear in person on their own behalf, with counsel or such representation as they consider necessary and be heard in their defense.

14.5.3 All hearings shall be held in closed session of the governing board unless the appealing employee requests an open hearing on their written appeal.

14.5.4 The finding and decision of the governing board on the appeal shall be final and conclusive on all parties.

14.5.5 If the evidence presented by the employee sustains all or part of the appeal, the governing board shall order full or part of their compensation from the time of dismissal, suspension, demotion or other disciplinary action as it deems appropriate and shall order the employee's reinstatement.

14.5.6 A copy of the written decision by the Board shall be sent to the employee and their representative no later than five (5) work days after it is adopted.

14.6 Suspension With Pay

In cases of dismissal and/or where it is felt that district personnel, students, district property or the public are endangered, the Superintendent may suspend an employee with pay by giving a written notice to the employee and to CSEA prior to a hearing being held. However, the procedure for notice, hearing, etc., as provided in this Article shall be followed. The employee shall remain in paid status until a final decision has been made which may include disciplinary action or reinstatement to the position held prior to the suspension.

ARTICLE XV
CLASSIFICATION/RECLASSIFICATION

15.1 Definition: "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Workload increase will not be considered as a basis for reclassification.

15.2 Request for Reclassification: An employee or the District is entitled to request that a position be reclassified. In the case of an employee, the request shall be submitted prior to February 1st of each year. The employee(s) or employer requesting the reclassification shall present his/her facts in writing with any substantiating evidence. (Forms for reclassification requests are available through the Human Resources Department.) Included in the request should be a rationale for the reclassification. An employee-initiated request shall be submitted to the employee's immediate supervisor. The supervisor shall transmit the request to the Human Resources Department along with their own fact-based recommendation for approval or disapproval within fifteen (15) working days of receipt of the request.

15.3 Reclassification Committee: A labor/management reclassification committee consisting of at least two (2) management representatives and two (2) CSEA selected representatives and will convene by April 1st of the year if there are reclassifications to consider. If there are requests impacting more than five (5) individuals being considered for reclassification then the process will be forwarded to the formal negotiations process. If five (5) or less, the committee will set up a process to determine if the reclassification request is justified. If the committee determines that a reclassification is justified the salary adjustment or title change will take place the following July 1st or may be made retroactive back to the previous July 1st.

15.4 Reclassification Salary: Upon reclassification of a position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be placed on the step in the new range that reflects not less than a five percent increase. Reclassification shall not change an employee's date of hire (seniority date.)

ARTICLE XVI
JOB DESCRIPTION REVIEW

16.1 The District and CSEA have mutual interest in reviewing Job Descriptions for Classified bargaining unit member on a systematic basis.

16.2 CSEA and the District shall meet and review selected job descriptions for completion by June 1 annually , unless that deadline is extended by mutual agreement of the committee members. The parties shall determine the process used for updating job descriptions.

16.3 The Job Description Review Committee shall be composed of two (2) bargaining unit members and two (2) District representatives.

16.4 If the Job Description Committee agrees that significant additional job duties have been assigned to the classification under review, then the Job Description Review Committee will refer the classification to the Reclassification Committee.

ARTICLE XVII
SAVINGS, COMPLETION OF AGREEMENT, DURATION AND REOPENERS

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

17.1.1 Replacement for severed provisions: In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after written notification by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

17.2 Completion of Agreement: This document comprises the entire Agreement between the District and CSEA on matters within the lawful scope of negotiation. The District and CSEA shall have no further obligation to meet and negotiate during the term of this Agreement except as set forth in this Article and/or required by law.

17.3 The parties agree to a three-year Contract effective July 1, 2025 through June 30, 2028. In the 2026/2027 and 2027/2028 years it may be reopened upon request by either party on Article V – Pay and Allowances, Article VI – Fringe Benefits and one (1) other article of each party's choice. Agreements on any reopeners shall be incorporated in the 2025-2028 Agreement.

FOR CSEA:

/s/ Johnny Van Houten, President
/s/ Lindsay Crawford
/s/ Jennifer Wright
/s/ Cary Adriatico
/s/ Joseph Gomez

FOR RVSD:

/s/ Tyler Graff, Superintendent
/s/ Chris Carson, CBO

ROSS VALLEY SCHOOL DISTRICT
CLASSIFIED HOURLY SALARY SCHEDULE
2025-26 SCHOOL YEAR

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Campus Supervisor Food Service Worker Instructional Aide Office Assistant	II	$17.00	$17.89	$18.73	$19.60	$20.63	$21.73	$22.82	$23.96	$25.14	$26.40
Health Assistant	III	$17.33	$18.21	$19.07	$20.02	$21.10	$22.14	$23.25	$24.42	$25.62	$26.93
Middle School Attendance Clerk	IV	$17.75	$18.62	$19.47	$20.47	$21.56	$22.66	$23.79	$25.00	$26.27	$27.59
Custodian I	VIII	$19.47	$20.47	$21.56	$22.65	$23.79	$25.01	$26.27	$27.61	$28.97	$30.44
Building Manager Library Specialist PE Specialist Assistant TK Instructional Aide Special Ed Instructional Aide	IX	$19.99	$21.08	$22.12	$23.25	$24.46	$25.68	$26.95	$28.28	$29.70	$31.19
Grounds Maintenance I	XII	$21.58	$22.66	$23.81	$25.03	$26.31	$27.64	$29.03	$30.50	$32.02	$33.62
Behavior Technician Grounds Maintenance II Registrar	XIV	$22.69	$23.81	$25.03	$26.33	$27.65	$29.06	$30.51	$32.03	$33.63	$35.32
District Administrative Assistant Head Maintenance School Adminstrative Assistant	XVI	$23.84	$25.03	$26.33	$27.63	$29.02	$30.41	$31.97	$33.60	$35.28	$37.03
Computer Tech Specialist I	XIX	$25.68	$26.95	$28.29	$29.72	$31.19	$32.78	$34.40	$36.13	$37.95	$39.83
Student Services Staff Assistant	XXI	$26.97	$28.29	$29.74	$31.21	$32.79	$34.44	$36.24	$37.95	$39.82	$41.81
Fiscal Services Accounting Assistant	XXII	$27.64	$29.03	$30.49	$31.99	$33.62	$35.27	$37.05	$38.92	$40.86	$42.89
Data Systems Specialist	XXIII	$28.35	$29.77	$31.23	$32.81	$34.45	$36.18	$37.98	$39.86	$41.87	$43.96
Technology Operations Specialist	XXVI	$31.45	$33.15	$34.96	$36.86	$38.84	$40.88	$43.09	$45.37	$47.63	$50.04
Fiscal Services Accountant Fiscal Services Account Tech	XXVII	$33.87	$35.55	$37.33	$39.20	$41.18	$43.21	$45.37	$47.63	$50.04	$52.54

Longevity- (based on years of service in RVSD)
10th yr- 4.0% of base pay; 12th yr - 5.5% of base pay; 15th yr -7.0% of base pay; 17th yr-8.5% of base pay; 20th yr - 10.0% of base pay; 22nd yr-11.5% of base pay; 25th yr - 13.0% of base pay

Health and Welfare Benefits
Applied to approved CalPers medical plan (mandatory); Delta Dental (mandatory), income protection, cancer insurance, and/or personal accident insurance.

Effective 1/1/25: $14,088.36 /year, $1,174.03/month~prorated per FTE
Effective 1/1/26: $14,686.56 /year, $1,223.88/month~prorated per FTE

Board Approved: **04/22/26** (0.00% Increase to Salaries, 0.36% for Health and Welfare, and 2.27.% for off-schedule bonus $1,200 per FTE)

ROSS VALLEY SCHOOL DISTRICT
CLASSIFIED HOURLY SALARY SCHEDULE
2024-2025 SCHOOL YEAR

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Campus Supervisor Food Service Worker Instructional Aide Office Assistant	II	$17.00	$17.89	$18.73	$19.60	$20.63	$21.73	$22.82	$23.96	$25.14	$26.40
Health Assistant	III	$17.33	$18.21	$19.07	$20.02	$21.10	$22.14	$23.25	$24.42	$25.62	$26.93
Middle School Attendance Clerk	IV	$17.75	$18.62	$19.47	$20.47	$21.56	$22.66	$23.79	$25.00	$26.27	$27.59
Custodian I	VIII	$19.47	$20.47	$21.56	$22.65	$23.79	$25.01	$26.27	$27.61	$28.97	$30.44
Building Manager Library Specialist PE Specialist Assistant Special Ed Instructional Aide	IX	$19.99	$21.08	$22.12	$23.25	$24.46	$25.68	$26.95	$28.28	$29.70	$31.19
Grounds Maintenance I	XII	$21.58	$22.66	$23.81	$25.03	$26.31	$27.64	$29.03	$30.50	$32.02	$33.62
Grounds Maintenance II Registrar	XIV	$22.69	$23.81	$25.03	$26.33	$27.65	$29.06	$30.51	$32.03	$33.63	$35.32
District Administrative Assistant Head Maintenance School Adminstrative Assistant	XVI	$23.84	$25.03	$26.33	$27.63	$29.02	$30.41	$31.97	$33.60	$35.28	$37.03
Student Services Staff Assistant	XXI	$26.97	$28.29	$29.74	$31.21	$32.79	$34.44	$36.24	$37.95	$39.82	$41.81
Fiscal Services Accounting Assistant	XXII	$27.64	$29.03	$30.49	$31.99	$33.62	$35.27	$37.05	$38.92	$40.86	$42.89
Data Systems Specialist	XXIII	$28.35	$29.77	$31.23	$32.81	$34.45	$36.18	$37.98	$39.86	$41.87	$43.96
Technology Operations Specialist	XXVI	$31.45	$33.15	$34.96	$36.86	$38.84	$40.88	$43.09	$45.37	$47.63	$50.04
Fiscal Services Accountant Fiscal Services Account Tech	XXVII	$33.87	$35.55	$37.33	$39.20	$41.18	$43.21	$45.37	$47.63	$50.04	$52.54

Longevity- (based on years of service in RVSD)
10th yr- 4.0% of base pay; 12th yr - 5.5% of base pay; 15th yr -7.0% of base pay; 17th yr-8.5% of base pay; 20th yr - 10.0% of base pay; 22nd yr-11.5% of base pay; 25th yr - 13.0% of base pay

Health and Welfare Benefits
Applied to approved CalPers medical plan (mandatory); Delta Dental (mandatory), income protection, cancer insurance, and/or personal accident insurance.

Effective 1/1/24: $13,071.96 /year, $1,089.33/month~prorated per FTE
Effective 1/1/25: $14,088.36 /year, $1,174.03/month~prorated per FTE

Board Approved: **2/12/2025** (1.35% Increase to Salaries, 0.65% for Health and Welfare, and 0.69% for off-schedule bonus))

Exhibit B

Standard Insurance Company - Group Disability Insurance

Annual salary Range		Certificated Ilthly Rates	Certificated 12thly Rates	Classified Ilthly Rates	Classified 12thly Rates
From	To	Per Member Rates Effective 9/1/2013			
$0	$8,249	$2.30	$2.11	$2.45	$2.25
$8,250	$11,249	$3.00	$2.75	$3.20	$2.93
$11,250	$14,249	$3.92	$3.59	$4.18	$3.83
$14,250	$17,249	$4.83	$4.43	$5.16	$4.73
$17,250	$20,249	$5.75	$5.27	$6.14	$5.63
$20,250	$23,249	$6.68	$6.12	$7.12	$6.53
$23,250	$26,249	$7.59	$6.96	$8.11	$7.43
$26,250	$29,249	$8.52	$7.81	$9.09	$8.33
$29,250	$32,249	$9.44	$8.65	$10.07	$9.23
$32,250	$35,249	$10.36	$9.50	$11.05	$10.13
$35,250	$38,249	$11.28	$10.34	$12.03	$11.03
$38,250	$41,249	$12.20	$11.18	$13.01	$11.93
$41,250	$44,249	$13.11	$12.02	$14.00	$12.83
$44,250	$47,249	$14.04	$12.87	$14.98	$13.73
$47,250	$50,249	$14.96	$13.71	$15.96	$14.63
$50,250	$53,249	$15.88	$14.56	$16.94	$15.53
$53,250	$56,249	$16.88	$15.47	$18.00	$16.50
$56,250	$59,249	$17.85	$16.36	$18.89	$17.32
$59,250	$62,249	$18.77	$17.21	$19.88	$18.22
$62,250	$65,249	$19.70	$18.06	$20.86	$19.12
$65,250	$68,249	$20.63	$18.91	$21.84	$20.02
$68,250	$71,249	$21.56	$19.76	$22.82	$20.92
$71,250	$74,249	$22.48	$20.61	$23.80	$21.82
$74,250	$77,249	$23.41	$21.46	$24.79	$22.72
$77,250	$80,249	$24.34	$22.31	$25.77	$23.62
$80,250	$83,249	$25.27	$23.16	$26.75	$24.52
$83,250	$86,249	$26.19	$24.01	$27.73	$25.42
$86,250	$89,249	$27.12	$24.86	$28.71	$26.32
$89,250	$92,249	$28.05	$25.71	$29.69	$27.22
$92,250	$95,249	$28.97	$26.56	$30.68	$28.12
$95,250	$98,249	$29.90	$27.41	$31.66	$29.02
$98,250	$101,249	$30.83	$28.26	$32.64	$29.92
$101,250	$104,249	$31.76	$29.11	$33.62	$30.82
$104,250	$107,249	$32.68	$29.96	$34.60	$31.72
$107,250	$110,249	$33.61	$30.81	$35.59	$32.62
$110,250	$113,249	$34.54	$31.66	$36.57	$33.52
$113,250	$116,249	$35.47	$32.51	$37.55	$34.42
$116,250	$119,249	$36.39	$33.36	$38.53	$35.32
$119,250	$122,249	$37.32	$34.21	$39.51	$36.22
$122,250	$125,249	$38.25	$35.06	$40.49	$37.12
$125,250	$128,249	$39.17	$35.91	$41.48	$38.02
$128,250	$131,249	$40.10	$36.76	$42.46	$38.92
$131,250	$134,249	$41.03	$37.61	$43.44	$39.82
$134,250	$137,249	$41.96	$38.46	$44.42	$40.72
$137,250	$140,249	$42.88	$39.31	$45.40	$41.62
$140,250	$143,249	$43.81	$40.16	$46.39	$42.52
For salaries above $143,250 please contact Human Resources for the rates.					

ROSS VALLEY SCHOOL DISTRICT Exhibit B-1

Health & Welfare Benefit Comparison 2025-2026

NEW RATES FOR 2025 - 2026

MEDICAL UNDER PERS HEALTH BENEFIT & DELTA DENTAL PPO		Monthly Amounts			
		Employee Only	Employee + One	Employee + Two	% CHG
DELTA DENTAL PPO - Effective 10/1/2025 through 9/30/2026		55.02	110.05	159.58	-10.00%
MEDICAL - Effective 1/1/2026 through 12/31/2026					
HMOs	Plan Code				
Anthem Blue Cross Traditional HMO	509	1,612.08	3,224.16	4,191.41	7.44%
Blue Shield Access+	525	1,301.95	2,603.90	3,385.07	11.26%
Kaiser HMO	533	1,168.86	2,337.72	3,039.04	5.03%
United Healthcare Signature Value Alliance	576	1,290.06	2,580.12	3,354.16	8.90%
Western Health Advantage	591	969.58	1,939.16	2,520.91	6.05%
PPOs					
PERS Gold Select (Blue Shield of California)	648	1,120.58	2,241.16	2,913.51	10.54%
PERS Platinum Choice (Blue Shield of California)	657	1,670.14	3,340.28	4,342.36	13.15%
INCOME PROTECTION PLAN (Mandatory)					
The Standard Group Disability		Sliding Scale	*See backside for rate scale		
Total Monthly with Kaiser & Delta Dental		1,223.88			

RATES FOR 2024 - 2025

MEDICAL UNDER PERS HEALTH BENEFIT & DELTA DENTAL PPO		Monthly Amounts			
		Employee Only	Employee + One	Employee + Two	% CHG
DELTA DENTAL PPO - Effective 10/1/2024 through 9/30/25		61.13	122.27	177.31	0.00%
MEDICAL - Effective 1/1/2025 through 12/31/2025					
HMOs					
Anthem Blue Cross Traditional HMO	509	1,500.40	3,000.80	3,901.04	12.00%
Blue Shield Access+	525	1,170.17	2,340.34	3,042.44	8.67%
Kaiser HMO	533	1,112.90	2,225.80	2,893.54	8.96%
United Healthcare Signature Value Alliance	576	1,184.58	2,369.16	3,079.91	8.56%
Western Health Advantage	591	914.27	1,828.54	2,377.10	13.26%
PPOs					
PERS Gold Select (Blue Shield of California)	613	1,013.70	2,027.40	2,635.62	10.81%
PERS Platinum Choice (Blue Shield of California)	601	1,476.10	2,952.20	3,837.86	12.31%
INCOME PROTECTION PLAN (Mandatory)					
The Standard Maximum Premium		Sliding Scale	*See backside for rate scale		
Total Monthly with Kaiser & Delta Dental		1,174.03			

PLEASE NOTE:

Open Enrollment Dates for Medical: 9/15/25-10/10/25 There is No Open Enrollment for Dental Coverage

- **Effective 1/1/26 District H&W Cap for Classified Employees: $1,223.88/mo or $14,686.56/yr plus Income Protection**
- **Effective 1/1/26 District H&W Cap for Certificated Employees: $1,223.88/mo or $14,686.566/yr plus Income Protection**
- **For all employees hired after 1/1/2001 - the Cap is prorated by FTE**

For More Information:

- **Anthem Blue Cross HMO Traditional - www.anthem.com/ca/calpers or (855) 839-4524**
- **Blue Shield Access+ HMO - blueshieldca.com/calpers (800) 334-5847**
- **Kaiser Permanente - www.kp.org/calpers or (800) 464-4000 or (800) 305-1220**
- **PERS Gold or Platinum (Anthem Blue Cross PPO) - www.anthem.com/ca/calpers or (877) 737-7776**
- **United Healthcare Signature Value Alliance - www.whyuhc.com/calpers or (877) 359-3714**
- **Western Health Advantage - www.westernhealth.com/calpers/plans-and-benefits/ or (888) 942-7377**
- **CalPERS information & publications - www.my.calpers.ca.gov or (888) 225-7377**
- **Health Benefits Summary - https://www.calpers.ca.gov/docs/forms-publications/2024-health-benefit-summary.pdf**

ROSS VALLEY SCHOOL DISTRICT
Health & Welfare Benefit Comparison 2024-2025

NEW RATES FOR 2024 - 2025

MEDICAL UNDER PERS HEALTH BENEFIT & DELTA DENTAL PPO		Monthly Amounts Employee Only	Employee + One	Employee + Two	% CHG
DELTA DENTAL PPO - Effective 10/1/2024 through 9/30/2025		61.13	122.27	177.31	-10.00%
MEDICAL - Effective 1/1/2025 through 12/31/2025					
HMOs	Plan Code				
Anthem Blue Cross Traditional HMO	509	1,500.40	3,000.80	3,901.04	12.00%
Blue Shield Access+	525	1,170.17	2,340.34	3,042.44	8.67%
Kaiser HMO	533	1,112.90	2,225.80	2,893.54	8.96%
United Healthcare Signature Value Alliance	576	1,184.58	2,369.16	3,079.91	8.56%
Western Health Advantage	591	914.27	1,828.54	2,377.10	13.26%
PPOs					
PERS Gold Select (Blue Shield of California)	648	1,013.70	2,027.40	2,635.62	10.81%
PERS Platinum Choice (Blue Shield of California)	657	1,476.10	2,952.20	3,837.86	12.31%
INCOME PROTECTION PLAN (Mandatory)					
The Standard Group Disability		Sliding Scale	*See backside for rate scale		
Total Monthly with Kaiser & Delta Dental		1,174.03			

RATES FOR 2023 - 2024

MEDICAL UNDER PERS HEALTH BENEFIT & DELTA DENTAL PPO		Monthly Amounts Employee Only	Employee + One	Employee + Two	% CHG
DELTA DENTAL PPO - Effective 10/1/2023 through 9/30/24		67.92	135.86	197.01	0.00%
MEDICAL - Effective 1/1/2024 through 12/31/2024					
HMOs					
Anthem Blue Cross Traditional HMO	509	1,339.70	2,679.40	3,483.22	10.65%
Blue Shield Access+	525	1,076.84	2,153.68	2,799.78	4.02%
Kaiser HMO	533	1,021.41	2,042.82	2,655.67	11.78%
~~United Heal~~thcare Signature Value Alliance	576	1,091.13	2,182.26	2,836.94	n/a
Western Health Advantage	591	807.23	1,614.46	2,098.80	6.19%
PPOs					
PERS Gold (Select)	613	914.82	1,829.64	2,378.53	10.81%
PERS Platinum (Choice)	601	1,314.27	2,628.54	3,417.10	9.51%
INCOME PROTECTION PLAN (Mandatory)					
The Standard Maximum Premium		Sliding Scale	*See backside for rate scale		
Total Monthly with Kaiser & Delta Dental		1,089.33			

PLEASE NOTE:
Open Enrollment Dates for Medical: 9/16/24-10/11/24 There is No Open Enrollment for Dental Coverage

- **Effective 1/1/24 District H&W Cap for Classified Employees: $1,089.33/mo or $13,071.96/yr plus Income Protection**
- **Effective 1/1/24 District H&W Cap for Certificated Employees: $1,089.33/mo or $13,071.96/yr plus Income Protection**
- **For all employees hired after 1/1/2001 - the Cap is prorated by FTE**

For More Information:
- **Anthem Blue Cross HMO Traditional - www.anthem.com/ca/calpers or (855) 839-4524**
- **Blue Shield Access+ HMO - blueshieldca.com/calpers (800) 334-5847**
- **Kaiser Permanente - www.kp.org/calpers or (800) 464-4000 or (800) 305-1220**
- **PERS Gold or Platinum (Anthem Blue Cross PPO) - www.anthem.com/ca/calpers or (877) 737-7776**
- **United Healthcare Signature Value Alliance - www.whyuhc.com/calpers or (877) 359-3714**
- **Western Health Advantage - www.westernhealth.com/calpers/plans-and-benefits/ or (888) 942-7377**
- **CalPERS information & publications - www.my.calpers.ca.gov or (888) 225-7377**
- **Health Benefits Summary - https://www.calpers.ca.gov/docs/forms-publications/2024-health-benefit-summary.pdf**

ROSS VALLEY SCHOOL DISTRICT

CLASSIFIED PERFORMANCE APPRAISAL PROCESS DESCRIPTION AND TIMELINE

The purpose of the Performance Appraisal is to provide a systematic way of setting objectives, assessing an employee's performance, recognizing accomplishments, and identifying areas for improvement and development.

Probationary Performance Appraisal

- Probationary unit members shall be formally evaluated at least twice during their six (6) month probationary period. The evaluations should be completed by the end of the second and fifth months. Recess and/or break periods in excess of two (2) weeks shall not be counted towards the probationary period.

  If the District determines that additional time is required to establish if a unit member shall become permanent, the District shall notify CSEA and the unit member in writing that the probationary period will be extended by a maximum of three (3) additional months. Extension of a unit member's probationary period shall be contingent upon the District's completion of the two (2) evaluations during the initial six (6) month period.

- Within the first month of employment, the Human Resources Department identifies new classified employees to be evaluated and provides this information to the evaluators.

- By end of the first month, the evaluator meets with the employee to review the evaluation process. Procedures, timelines and expectations are reviewed at that time. This may be done in an individual meeting or in a group session.

- Two Probationary Performance Appraisals are conducted during the 6-month probationary period for a new hire, or three if the probationary period has been extended by another 3 months.

  - The first Performance Appraisal is to be conducted within the first 3 months of employment.
  - The second Performance Appraisal is to be conducted within the first 6 months of employment. At this time, permanent status will be recommended to be granted or denied.
  - If the probationary period has been extended another 3 months, a third Performance Appraisal is to be conducted within the first 9 months of employment. At this time, permanent status will be recommended to be granted or denied.

  The Performance Appraisal Form consists of 12 Evaluation Criteria (the 13th is optional). There is a rating scale to be used for each criterion. The Comments section relates to the 12 (the 13th is optional) Evaluation Criteria; the Commendations and/or

Recommendations section relates to overall evaluation; the Employee Comments section provides a place the employee to add comments, if s/he desires. The written evaluation shall not contain negative comments based on unobserved allegations, unless supported by evidence upon which reasonable persons would rely and deemed sufficiently serious to warrant inclusion on the Performance Appraisal form.

The employee and the evaluator are required to sign and date the Appraisal form. It is understood that in signing this form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusion of the evaluator.

The completed original Appraisal form is to be forwarded to Human Resources for placement in the employee's personnel file. The employee has a right to submit to the Human Resources Department a written response within 10 days which will be included with his/her evaluation and placed in his/her personnel file.

- At any time it is determined the employee has not demonstrated satisfactory performance during the probationary period, s/he will be released from employment. The administrator/supervisor will coordinate with the Director of Human Resources.

- If recommended for permanent status, the employee with be evaluated the 1st year in permanent status and then no more than once annually.

Permanent Performance Appraisal

A Performance Appraisal is conducted:

- For all permanent employees who previously received a satisfactory evaluation, no more than once annually.

- If it has been ***more than*** six (6) months since the employee's last evaluation ***and*** one or more of the following has occurred:

  - a change in performance level
  - a change in job responsibility
  - an unsatisfactory evaluation in the previous period
  - a change in classification.

- By September 15th, the Human Resources Department identifies employees to be evaluated during the school year and provides this information to evaluators.

- By November 1st, the evaluator meets with the employee to review the evaluation process. Procedures, timelines and expectations are reviewed at that time. This may be done in an individual meeting or in a group session.

- If the employee decides to participate in goal setting, by November 30th, the evaluator will schedule and complete a Goal Setting conference with the employee.

  Goal Setting offers the employee the opportunity for setting direction for professional growth opportunities s/he would like to undertake during the evaluation period to best

serve in the position(s). Reviewing goals at the end of the evaluation period allows the employee to reflect on what s/he has learned and the applicability to the position(s) held.

Performance goals should be mutually established by the employee and the evaluator at the beginning of the Performance Appraisal period. Goal(s) should be specific, measurable, objective, unique to, and attainable for each employee. The goal(s) should be amended if they change during the evaluation period.

Performance Goal(s) are to be written and signed by the employee and evaluator on the Classified Employee's Goal Setting form.

- All observations and conferences and the Classified Performance Appraisal form will be completed by June 1st.

  The Performance Appraisal Form consists of 12 Evaluation Criteria (the 13th is optional). There is a rating scale to be used for each criterion. The Comments section relates to the 12 (the 13th is optional) Evaluation Criteria; the Commendations and/or Recommendations section relates to overall evaluation; the Employee Comments section provides a place the employee to add comments, if s/he desires. The written evaluation shall not contain negative comments based on unobserved allegations, unless supported by evidence upon which reasonable persons would rely and deemed sufficiently serious to warrant inclusion on the Performance Appraisal form.

  The employee and the evaluator are required to sign and date the Appraisal form. It is understood that in signing this form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusion of the evaluator.

  The completed original Appraisal form is to be forwarded to Human Resources for placement in the employee's personnel file. The employee has a right to submit to the Human Resources Department a written response within 10 days which will be included with his/her evaluation and placed in his/her personnel file.

- If a permanent employee receives ratings of 2 and/or 3, s/he is to be evaluated the following year and either specific goals or a Support Improvement Program is to be developed and undertaken during the next evaluation period.

  For a permanent employee who receives an employment recommendation of “May continue on condition,” a Support Improvement Program is to be developed, using the Support Improvement Program form.

  If the employee successfully completes the Support Improvement Program, s/he will be evaluated the following year.

  If the employee does not successfully complete the Support Improvement Program, s/he will be recommended for dismissal.

Classification Change

- The Performance Appraisal will be conducted within the first 3 months of and again at the end of the second 3 months of the change. If the probationary period is extended another 3 months in accordance with Article 3.2, another Performance Appraisal will be conducted at the end of the third 3-month extension.

- If the employee receives satisfactory ratings in the classification change, the employee will become permanent in the new classification. The employee will be evaluated the 1st year in the new classification and then no more than once annually.

- At any time during the probationary period of the classification change it is determined the employee has not demonstrated satisfactory performance, s/he will return to previous classification. The employee will be evaluated the 1st year in returning to previous classification and then no more than once annually.

ROSS VALLEY SCHOOL DISTRICT

Classified Performance Appraisal Form

Check the appropriate box below to indicate the type of Performance Appraisal being conducted.

☐3-Month Probationary Appraisal ☐6-Month Probationary Appraisal ☐Permanent Performance Appraisal
☐9-Month Probationary Appraisal (only applicable if Probationary status has been extended by 3 months in accordance with Article 3.2)

Employee's name (Last, First, MI)		School/Work Site
Position (Title)		
Date	Performance Period From To	Evaluator's Name and Title

The evaluator shall indicate the appropriate rating for each criteria. *Ratings of **2** or **3** in any criteria **must** be supported in the comments section or as an attachment; however, comments are encouraged in all areas.*

RATING: 1 Meets or Exceeds Standards 2 Needs Improvement 3 Unsatisfactory 4 N/A

Evaluation Criteria	***Rating***
1. Health and Safety Practices	
2. Knowledge of Work	
3. Judgment, Decision Making, and Dependability	
4. Planning and Organizing Work	
5. Quality and Accuracy of Work	
6. Communication	
7. Operation and Care of Equipment/Work Area	
8. Positive Interaction with Peers, Public, and Pupils	
9. Attendance/Punctuality	
10. Work Attitude	
11. Effective Use of Time/Meets Deadlines	
12. Initiative	
13. Skill Enhancement (Optional) (e.g. Participates In Workshops, Committees, Courses Or Self Enhancement To Improve Skills)	

Comments:

OVERALL EMPLOYEE RATING SUMMARY

☐ Performance meets or exceeds standards
☐ Performance needs improvement
☐ Performance unsatisfactory

EMPLOYMENT RECOMMENDATION:
FOR PERMANENT EMPLOYEE ONLY

☐ Continue in current position
☐ May continue on condition (If checked, a Support Improvement Program is to be developed.)

FOR PROBATIONARY EMPLOYEE ONLY

☐ Continue in probationary status for 6-month appraisal ☐ Recommend Permanent Status
☐ Recommend extension of additional 3-months in probationary status in accordance with Article 3.2
☐ **Do not** recommend for continued probationary status ☐ **Do not** recommend Permanent Status

COMMENTS BY EVALUATOR:
Commendations:

Recommendations:

COMMENTS BY EMPLOYEE:

_____/_____|_____/_____
Signature of Evaluator **Date** **Signature of Employee** **Date**

It is understood that in signing this form the employee acknowledges having seen and discussed the report. The employee's signature does *not necessarily imply agreement with the conclusion of the evaluator. The employee has the right to submit to the Human Resources Department a written response within 10 days which will be included with his/her evaluation and placed in his/her personnel file.*

ROSS VALLEY SCHOOL DISTRICT

Classified Performance Appraisal

GOAL SETTING

(At the option of the employee)

NAME _____ POSITION _____

SCHOOL _____ SCHOOL YEAR _____

Goal Statement:

Goal Reflection:

_____/_____ _____/_____

Signature of Evaluator Date Signature of Employee Date

ROSS VALLEY SCHOOL DISTRICT

Classified Performance Appraisal

SUPPORT IMPROVEMENT PROGRAM

Employee: _____ School / Position: _____

Duration of Plan: _____ _____
From To

Area(s) of Concern:

ACTION	SUPPORT	BY WHEN

_____/_____ _____/_____
Signature of Evaluator Date Signature of Employee Date

EXHIBIT "D"

ROSS VALLEY SCHOOL DISTRICT

MEMORANDUM

TO: Superintendent, Ross Valley School District

FROM: _____

DATE: _____

SUBJECT: Removal of Materials from Personnel File

Upon inspection of my personnel file on _____, I have determined that
(date)
the materials dated _____ should be removed from my personnel file as per C.S.E.A. Bargaining Agreement Article III, Section 3.11.

Signature_____ Date _____

EXHIBIT E

ROSS VALLEY SCHOOL DISTRICT

PROFESSIONAL GROWTH AWARDS PROGRAM

FOR

CLASSIFIED EMPLOYEES

I. PROGRAM STATEMENT

It is the policy of the Ross Valley School District to employ and retain the most qualified employees for positions within the classified service. The District encourages all classified employees to participate.

The District recognizes the need for classified employees to increase their knowledge, awareness, and understanding of their responsibilities. The rapidly increasing responsibilities of operating and administering our school district have made it imperative for each classified employee to perform quality service. A high level of accomplishment of all persons is considered essential to the efficient and economical operation of the Ross Valley School District. The first goal of the professional growth program is to increase the employee's effectiveness in their current position; to improve the standard of service of the classified staff; to extend and constantly improve the standards of on-the-job performance of classified employees. A second objective is to develop skills which would enable the employee to qualify for a higher level assignment by providing opportunities for personal growth and opportunities for advancement for all classified employees.

Overall, the Professional Growth Program shall encourage classified personnel to participate in growth-in-service activities, to keep abreast of new developments, techniques, methods, materials and equipment related to their jobs. As an incentive and reward for such voluntary effort, an increment ($250/year) shall be granted when the employee has earned the required number of growth units (9) by satisfactorily completing recommended courses for their classification or other approved in-service growth activities.

It is hereby acknowledged that participation in the Professional Growth Awards Program is entirely voluntary on the part of any employee. Participation in the program shall not be a requirement towards attaining any of the rights, benefits, or burdens accorded bargaining unit employees under the CSEA and RVSD contract.

IL PROCEDURES

A. Committee

1. The Professional Growth Committee will be comprised of four members representing the classified staff and drawing from as many categories as possible, and one representative from the administrative staff.

2. The Committee will evaluate and make recommendations on policies and procedures to implement the Professional Growth Program.

3. The Committee will establish criteria for the approval or disapproval of educational activities, review and recommend employees application for credit and increment. Final approval or disapproval to be made by the Superintendent or their designee.

4. The classified employees on this committee will serve three years with the approval of the Superintendent. The Chairperson shall be elected annually by the committee. Initially, the incoming members will draw lots for one year, two years, or three years so that there will be a continuity of their membership.

5. The committee will meet as necessary throughout the school year (beginning in September and ending in June).

6. The committee will evaluate requests on the basis of the following criteria:

   a. Relationship of requested activity to job requirements.
   b. Potential value to the District.
   c. Relationship to promotional goals of the employee.
   d. Activity occurs outside the work schedule.

B. Employee Eligibility

1. To be eligible to apply for Professional Growth, a classified employee must:

   a. Give satisfactory service in the position to which they are assigned.
   b. All permanent classified employees assigned to work 1/2 time or more are eligible to enter the Professional Growth Program.
   c. Any employee who is on a leave of absence as a full-time student will not be eligible to participate in the program until return to active employment; nor will future credit be granted for courses taken during that leave.
   d. All courses and workshops for which an employee receives credit must be taken on the employee's time and at the employee's expense.

   Credit will not be allowed for attendance or participation if the District provides reimbursement of 50% or more of actual and necessary expenses, including mileage. Nor shall credit be applied if employee is being paid for regular service to the District at the same time. Employees may not apply for tuition reimbursement for course work which is applied to Professional Growth credit.

2. It shall be the responsibility of the classified employee to apply for Professional Growth units and verify completion of course work by official transcripts, if issued, or letter from course instructor indicating satisfactory completion of course or class. Courses must be completed to receive credit, with a passing grade of "C" or better.

   a. Course work will either be related to improvement of job performance in the position occupied by the employee, or to meeting the requirements of a position to which the employee aspires.
   b. Application for a professional growth increment to be filed before April 1st with approval contingent upon fulfillment of requirements.

c. Verification satisfactory to the Committee that they have satisfactorily completed course work to be filed not later than June 30th of the third year.

d. If nine units of course work are not completed within three years, an extension may be filed for approval.

III. PROFESSIONAL GROWTH CREDIT

1. Professional Growth credit may be achieved through participation in any of the following categories of activity:

   a. Course Work:
      University, College and Community College Courses
      Adult Education Courses
      Correspondence Courses (accredited)
      Trade Schools

   b. Special Activities:
      Professional Institute Seminars
      Lecture Series
      Educational Conferences

   c. District/County In-Service Conferences

2. The nine units of work may include a combination of any of the areas specified below:

   a. 5 units - minimum to be chosen from the approved list of courses relating to the employee's specific area of employment.

      4 *units* - may be chosen under the category of general education courses subject to approval by the Committee.

   b. Any courses on the approved list taken at approved junior college, college or university, can be applied toward professional growth increment.

   c. Any courses on the approved list taken in the Department of Adult Education can be applied toward professional growth increment. Credit for Adult Education courses will be equated as follows:

Total Hours	Units Granted
8	½
15	1
25	1 ½
30	2
35	2 ½
45	3
45 or more	3

3. A permanent employee who obtains a high school diploma while in service of the District may apply up to a maximum of seven units toward one Professional Growth increment.

IV. INCREMENTS

1. An increment of $250.00 per year will be paid to an employee who has earned nine units of approved courses. The first increment of $250.00 may be earned as soon as a permanent employee has completed nine units of approved courses.

2. The Professional Growth award is to be made annually to the qualifying employee to be added to the annual salary and affecting their monthly gross.

3. The Professional Growth award will be given on July 1st or starting with the new yearly contract.

4. The Professional Growth Program will be in effect retroactively to July 1, 1995.

5. Course work in progress at the end of one professional growth increment period may be carried to another.

V. APPLICATION TOP PARTICIPATE

1. Application for Professional Growth unit(s) must be completed by the employee, outlining their anticipated activities and submitted to the Human Resources Department for approval by the Professional Growth Committee.

2. The form is available from the Human Resources Department.

3. Upon completion of the Professional Growth activities, the employee must submit to the Human Resources Department a grade card, transcript, certificate, or other documentation indicating satisfactory completion in order to receive Professional Growth credit.

SUGGESTIONS FOR PROFESSIONAL GROWTH COURSES

Instructional Aide

Art in the Elementary Schools
Child Development
Child Psychology
Children's Literature
Conversational Spanish
Health Ed & Drug Abuse
Creative Activities
Critical Thinking
Relationships
Curriculum
Elementary School·
Early Childhood Education
Early Education
Educational Psychology
English
Family Relationships
Finger Math
History of Education
Introduction to Recreation
Kindergarten Primary Workshop
Minorities
Personality & Emotional Problems of Children
Racial & Cultural
School, Home & Community
Word Processing
Science Experiments for Children
First Aid & CPR *
Social Problems
Special Needs
Storytelling
Teaching Reading
The Youth Offender

Clerical

Algebra
Bookkeeping & Accounting
Business Communication
Business Correspondence
Business Data Processing
Business English
Business Law
Business Machines
Business Management
Business Math
Computer Literacy
Computer Programming
Conversational Spanish
Desktop Publishing
D Base
Filing & Record Keeping
First Aid & CPR *
Human. Relations
LOTUS 123
Microsoft Office
Office Management
Office Practice
Shorthand
Typing
Word Processing

Food Service

Algebra
Balci.ng
Basic Food Preparation
Beginning Cuisine
Business Math
Catering
Conversational Spanish
Cost Accounting & Record Keeping
First Aid*
Food & Beverage Accounting
Health Education
Human Relations
Menu Planning
Nutrition
Personnel Management
Physical Science
Sanitation & Safety

Maintenance/Operations/Transportation

Auto Mechanics
Blueprint Reading
Building Maintenance
Carpentry
First Aid
Computers
Conversational Spanish
Drafting
Driver Improvement
Electrical
Engineer Drawing
English
Equipment Operation
Geometry
Industrial Art & Design
Machine Shop
Math
Personal Relationships & Communication
Personnel Management
Physical Fitness
Plumbing
Psychology
Psychology of Hum.an Relations
Safety
T.V. Circuits
Welding

Grounds

Agriculture
Blueprint Reading
Conversational Spanish
English
First Aid*
Landscaping & Garden Maintenance
Math
Pest Control & Pesticides
Physical Fitness
Safety

Custodian

Building Maintenance
Conversational Spanish
English
Equipment Operation
First Aid*
Math
Safety
Personal Relationships & Communication
Physical Fitness

* = Required

ROSS VALLEY SCHOOL DISTRICT
CLASSIFIED PERSONNEL
APPLICATION FOR PROFESSIONAL GROWTH CREDIT

Name _____ Date of Application _____

Job Title_____ Work Site/Location _____

Course/Workshop Title

_____

Institution _____ Beginning Date _____ End Date _____

Course/Workshop Description

_____

_____

Semester Units Required _____ Number of Hours of actual class time involved _____

Please describe completely, indicating the growth potential, number of hours and duration of activity and how this activity relates to your current job. (Use additional sheets of paper if space is insufficient.)

_____

_____

_____

_____
Signature of Applicant

APPLICATION FOR PROFESSIONAL GROWTH

Applicant's Name: _____ Work Site: _____

Course/Workshop Title:

_____

P.G. COMM. APPROVAL: ___ Approved ___ Not Approved _____ More info Required

_____ _____
Professional Growth Administrator Date Approved

Comment(s):

Upon completion of this course/workshop, the applicant must provide the committee with a grade card, transcript or certificate indicating satisfactory completion in order to receive professional growth credit.

EXHIBIT"F"

ROSS VALLEY SCHOOL DISTRICT

FAMILY CARE AND MEDICAL LEAVE POLICY

Under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act (collectively, "the Acts"), eligible employees are entitled to up to 12 work-weeks of unpaid, job-protected leave within a 12 month period for family and medical reasons. The Ross Valley School District ("District") intends to comply with the Acts and their pertinent regulations, and the interpretation of this policy is governed by the Acts.

The following conditions, requirements, and procedures shall apply when requests for family care of medical leave are made:

A. *Employee Eligibility.* To be eligible for benefits under the Acts, an employee must:

1. Have worked for the District for at least 12 months or the number of months in a year customarily worked by the employee (e.g., 10 months for a 10-month employee);
2. Have worked at least 740 hours over the previous 12 months for the District (by example, 185 days x 4 hours= 740 hours); and
3. Be one of at least 50 employees employed by the District within 75 miles of the employee's work site.

B. *Reasons for Taking Leave.* A leave request from an eligible employee must be granted for any of the following reasons:

1. Birth of the employee's child;
2. Placement of a child with the employee for adoption or foster care;
3. Care for the employee's child, spouse, parent, grandparent, parent-in-law, grandchild, domestic partner with a serious health condition or adult child who is incapable of self care because of a mental or physical disability;
4. The employee's own serious health condition that keeps the employee from performing his or her job functions.

C. *Advance Notice of Leave and Medical Certification.* Employees will provide (1) advance written notice of the leave request, (2) medical certification whenever a serious health condition is involved and (3) a completed District Employee Request for Family Care and Medical Leave.

1. If the need for the leave is foreseeable, employees will provide 30 days advance written notice. The advance notice should include the Employee Request for Family Care and Medical Leave form. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.

2. If the leave is to care for a family member with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:

   a. Date of commencement of the serious health condition;
   b. Probable duration of the condition;
   c. Estimated amount of time the health care provider will provide care;
   d. Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform his or her job functions.

3. The District may require a second and third medical opinion regarding an employee's serious health condition, at the District's expense. When the duration of the leave is uncertain or the estimated time for the leave expires and the employee remains out of work, the District may require subsequent recertification.

4. If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the district.

5. An employee's advance notice and medical certification and Employee Request for Family Care and Medical Leave may be required to be given to the employee's supervisor (or other designated individual). The supervisor (or other designated individual) may then determine the adequacy of the notice and medical certification and whether or not the leave will be recommended for approval to the superintendent.

6. Failure to provide advance notice, medical certification and Employee Request for Family Care and Medical Leave when necessary may delay the granting of leave until such requirements are met. In the event that the delay in giving notice to the District prevents the District from securing an acceptable substitute, the District may require that the leave commence at a later time.

7. In the event that the District has any reason to believe that the leave requested is not for a legitimate purpose, the District shall have the right to require medical or other verification.

D. *Continuation of Health Coverage and Other Job Benefit Plans*

1. An employee taking leave will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.

2. The District will continue to make District-paid tax shelter annuity contributions for employees while on leave.

3. If the employee fails to return. from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.

4. An employee may, at his or her expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

E. *Intermittent or Reduced Schedule Leave.* An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

1. Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.

2. Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

F. *Substitution of Paid Leave and Other Leave Requests*

1. Employees may request to use paid vacation leave and family care leave concurrently if the reason for the paid leave meets the requirements of the family care leave (Section. B). An employee may request to use paid sick leave and family care leave concurrently only for the employee's own serious medical condition.

2. The District may require the employee to substitute accrued vacation leave, and sick leave where applicable, for the unpaid family care and medical leave entitlement.

G. *Maternity.* A female employee is entitled to leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom for the period of time determined by her physician. During her period of disability, a certificated employee may collect first her current year's sick leave, and then (for up to five school months) her accumulated full sick leave followed by differential pay. During her period of disability, a classified employee may collect (for up to five school months) her sick leave, both current and accumulated, and/or other available paid leaves, followed by differential pay. An employee on maternity leave will not start using her 12-week period of paid or unpaid family care leave entitlement until after her disability period has ended. The District may, however, count prenatal care visits against the employee's family and medical leave entitlement.

H. *Spouses Who Work for the District.* Spouses employed by the District are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child . with them, or to care for a parent with a serious health condition. Each spouse is entitled to a full 12 weeks of family care leave for other qualifying circumstances.

I. *Period of Eligibility.* The 12-month period of entitlement commences on the first day of the leave.

J. *Seniority, Employee Benefits and Break in Service.* An employee on leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as vacation, sick leave or similar benefits, during the leave. The leave will not constitute a break in service for purposes of longevity and seniority.

K. . *Restoration of Employment and Fitness for Duty Report.* Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees

returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

L. *Key Employee Exception to Restoration.* An employee who is a "key" employee due to the fact that he or she is a salaried employee and among the highest paid 10 percent of all employees employed by the District may be denied restoration to his or her position following the leave if the District determines that substantial and grievous economic injury will result if such key employee is reinstated.

Legal References:

* Family and Medical Leave Act of 1993 (29 U.S.C. – 2601 et. seq.)
* Federal Regulations on FM.LA (29 C.F.R. - 825)
* California Family Rights Act (Gov. Code -12945.2)
* California Family Care Leave Requirements (2 Cal. Code Regs. – 7297 et. seq.)

Approved: March 28,1996

EXHIBIT "G-1"

Grievance No.: _____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT

GRIEVANCE FORM (Classified)

STEP I – IMMEDIATE SUPERVISOR

FORMAL PROCESS: A grievant who wishes to follow the formal process shall present the grievance on the prescribed form to his/her supervisor and other parties involved within twenty (20) days following the act or stated conditions which appear to be the basis of the complaint (grievance). The supervisor shall investigate the details of the grievance and confer with the grievant as soon as possible but within ten (10) working days from receipt of the written grievance.

INFORMAL PROCESS: An attempt to resolve the grievance through informal conferences between the concerned parties will be made. If the matter is not settled by the immediate supervisor, the grievance may proceed with the formal process. The informal process shall not last longer than ten (10) working days from the alleged grievance.

Grievant: _____

Work Location: _____

Date of Occurrence: _____

Date of Conclusion of Informal Process: _____

Date of Filing: _____ Date of Conference: _____

A. Concise statement of grievance and date of occurrence:

B. Specific section of contract allegedly violated:

C. Decision rendered in informal conference:

D. Specify remedy sought:

_____
Signature of Grievant

EXHIBIT "G-2"

Grievance No.: _____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT
RESPONSE TO FORMAL GRIEVANCE (Classified)

STEP I - IMMEDIATE SUPERVIS0R

Within twenty (20) days after receiving the grievance, the immediate supervisor shall communicate the decision in writing to the grievant, Association and District.

Grievant:_____ Work Location:_____

Immediate Supervisor:_____ Work Location: _____

Date of Receipt of Grievance:_____ Date of Conference: _____

Date of Supervisor's Response _____

Review of Grievance:

Decision:

_____
Signature of Immediate Supervisor

EXHIBIT "G-3°

Grievance No.: _____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT
GRIEVANCE FORM (Classified)

STEP II – APPEAL TO SUPERINTENDENT

The grievant may appeal the Step I decision to the Superintendent within ten (10) work days after receiving the written decision from the Supervisor or from the deadline for receiving it. The grievant shall state the rationale for the appeal, if any, and attach copies of the Step I grievance form and response of immediate supervisor.

Grievant:_____ Work Location:_____

Immediate Supervisor:_____ Work Location: _____

A. Date Immediate Supervisor's Response Received by Grievant:

B. Date of Appeal:

C. Rationale for Appeal:

D. Specify remedy sought:

EXHIBIT "G-4"

Grievance No.: _____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT
RESPONSE TO FORMAL GRIEVANCE (Classified)

STEP II - RESPONSE BY SUPERINTENDENT TO APPEAL

The Superintendent will meet with the grievant within ten (10) work days after the receipt of the Appeal to review all factors related to the grievance. The Superintendent shall communicate his/her decision to the grievant in writing within ten (10) working days of the meeting with a copy of the decision to all parties involved.

A. Date Appeal received by Superintendent: _____

B. Decision of Superintendent:

_____ _____
Signature Date