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

JULY 1, 2025 TO JUNE 30, 2028

Board Approved on May 13, 2026

TABLE OF CONTENTS

Page #

PREAMBLE 5

ARTICLE I — RECOGNITION 6

ARTICLE II — EMPLOYEE RIGHTS 7
2.2 Distribution of Job Information 7
2.3 Distribution of Contract 7

ARTICLE III — MANAGEMENT RIGHTS 8

ARTICLE IV— ASSOCIATION RIGHTS 9
4.2 Release Time 10
4.3 New Employee Orientation 10

ARTICLE V — ORGANIZATIONAL SECURITY 11
5.2 Hold Harmless Clause 12

ARTICLE VI — GRIEVANCE PROCEDURE 13
6.1 Grievance Procedure 13
6.2 Definitions 13
6.3 Procedures 13
6.4 Level I — Immediate Supervisor 14
6.5 Level II — Administrator 14
6.6 Level III — Superintendent 14
6.7 Level IV — Board of Trustees 15
6.8 Level V — Binding Arbitration 15

ARTICLE VII — COMPLAINT RESOLUTION 16
Timeline 17
Complaint Form 18

ARTICLE VIII — LEAVE PROVISIONS 19
8.1 Illness or Injury Leave 19
8.1.1 Eligibility 19
8.1.2 Compensation 19
8.1.3 Notification 20
8.1.4 Return to Service 20
8.1.5 Accumulation of Leave 21
8.2 Extended Illness and Injury Benefits 21
8.3 Pregnancy Leave 22
8.4 Parental Leave 22
8.5 Industrial Accident or Illness Leave 22
8.6 Bereavement Leave 23

8.7 Reproductive Loss 24
8.8 Judicial Leave 24
8.9 Personal Necessity Leave 24
8.10 Personal Leave 24
8.11 Other Leave Without Pay....25
8.12 Re-Training and Study Leave 27
8.13 General Provisions for Leaves of Absence 28
8.14 Family Care and Medical Leave 29

ARTICLE IX — HOURS, HOLIDAYS, VACATION....30
9.1 Hours....31
9.2 Holidays 32
9.3 Vacations....33
9.4 Summer School Programs....34

ARTICLE X — PROMOTION....36
10.2 Posting of Notice....36
10.3 Notice Contents 36
10.4 Filing....36
10.5 Certification of Applicants....36
10.6 Promotional Order 36
10.7 Interviews....37

ARTICLE XI — TRANSFER....38
11.2 Involuntary Transfer 38
11.5 Posting of Notice....38
11.6 Notice Contents....38

ARTICLE XII — EVALUATION PROCEDURE 40
12.1 Probationary Employees 40
12.2 Permanent Employees....40
12.3 All Employees....40
12.4 Personnel Files 41

ARTICLE XIII — COMPENSATION AND BENEFITS 42
13.1 Professional Growth Requirements 42
13.2 Unit Evaluation Requirements....43
13.3 Compensation 44
13.4 Benefits 47
13.5 Longevity 49
13.6 Reclassification....49

ARTICLE XIV — SAVINGS 51

ARTICLE XV — SUPPORT OF AGREEMENT 52

ARTICLE XVI — EFFECT OF AGREEMENT 53

ARTICLE XVII — COMPLETION OF MEET AND NEGOTIATE 54

ARTICLE XVIII — LAYOFFS 55

ARTICLE XIX — CONCERTED ACTIVITIES 57

ARTICLE XX — DISCIPLINE 59
20.1 Disciplinary Action 59
20.2 Cause 59
20.3 Dismissal Procedure 60
20.4 Hearing 61
20.5 Results of the Hearing 63

ARTICLE XXI — TERM 64
SIGNATURES 65

APPENDIX A
Classifications 66

APPENDIX B
Salary Schedules 68

APPENDIX C
Contracted Benefits 74

APPENDIX D 76

APPENDIX E 77
No Child Left Behind Act
Memorandum of Understanding

APPENDIX F 79
Evaluation 79

MEMORANDUM OF UNDERSTANDING #1 88

MEMORANDUM OF UNDERSTANDING #2 89

SIDE LETTER RE:
Vacation Planning 90

PREAMBLE

This is an Agreement made and entered into this *27th day of January 2026* between the Governing Board of the Mt. Pleasant School District (hereinafter referred to as the "District") and the California School Employees' Association and its Mt. Pleasant Chapter #463 (hereinafter referred to as "CSEA"). The Articles and provisions contained herein constitute a bilateral and binding agreement between the District and CSEA. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (Act).

ARTICLE I – RECOGNITION

1.1 The District confirms its recognition of the California School Employees' Association and its Mt. Pleasant Chapter #463 as the exclusive representatives for that unit Classified positions in Appendix A.

1.2 The Unit excludes those positions designated by the District and agreed to by the District and by CSEA as Management, Supervisory, Confidential, or Noon-Duty Supervisors. The District will notify CSEA of new positions or classes proposed. CSEA and the District shall negotiate all newly proposed positions or classes, upon request.

1.3 Persons who are hired and paid as a substitute or short-term employee for 75% of the work year or more during the scheduled absence of a regular employee shall be entitled to all benefits of this Contract except the right to permanency and seniority.

ARTICLE II – EMPLOYEE RIGHTS

2.1 The District and Association recognize the right of employees to form, join, and participate in lawful activities of employees' organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

2.2 Distribution of Job Information

2.2.1 Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

2.2.2 At the time of appointment to a unit position, an employee shall be assigned a regular work shift, hours per day, days per week, and months per year. Any reduction in hours shall be subject to negotiation between the District and CSEA.

2.3 Distribution of Contract

2.3.1 Within thirty (30) days after the execution of this Agreement, the District shall post a copy of this Agreement on its website and shall also print or duplicate and provide a copy of this Agreement to every employee in the bargaining unit.

2.3.2 Any employee hired after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment.

2.3.3 The District shall provide each employee, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

ARTICLE III – MANAGEMENT RIGHTS

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

ARTICLE IV – ASSOCIATION RIGHTS

4.1 CSEA shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by the Educational Employment Relations Act.

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

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

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

4.1.4 CSEA will not post or distribute information which is obscene, derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District.

4.1.5 CSEA will have the right to use District copiers. Such use shall be limited to non-working hours.

4.2 Release Time

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

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

4.2.3 The release time shall be exercised at the Association's discretion but within the parameters described above.

4.2.4 The release time shall be separate and apart from release time in accordance with Government Code section 3543.1(c).

4.2.5 The CSEA Chapter President shall provide a written notice to the District upon releasing a CSEA member. The notice shall be in writing and provided to the District no less than two (2) working days prior to the first day released, unless an alternative agreement is mutually agreed to between the parties.

4.3 New Employee Orientation

The District shall provide notice to the CSEA Chapter President of any onboarding orientation meeting held between a new bargaining unit employee(s) and the Human Resources Department or designee. Such notice shall be provided no less than five (5) days prior to any meeting. The CSEA Chapter President, or designee, shall be released from work to spend thirty (30) minutes with the new employee(s) at the end of the meeting to provide information about CSEA. This release time shall not be counted against the total release time provided by any other provision of this Agreement.

ARTICLE V - ORGANIZATIONAL SECURITY

5.1 The District will deduct from the pay of CSEA members and pay to CSEA the normal and regular monthly Association membership dues voluntarily authorized in writing by the employee on an Association form subject to the following conditions:

5.1.1 Such deduction shall be made only upon written receipt of notice from the Association to the designated District representative that the appropriate written authorizations have been executed. Said form shall be duly completed and executed by the employee according to the requirements of the form.

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

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

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

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

5.1.6 The organizational security agreement shall be as follows:
Any employee who is a member of CSEA, or who has applied for CSEA membership, may sign and deliver to CSEA a written authorization that authorizes payroll deductions for membership dues, initiation fees and general assessments in the Association. Upon notification by CSEA, the District shall deduct dues in accordance with the CSEA Dues Schedule from the wages of such employees. CSEA shall provide the District with written notice of all new employees for whom dues are to be withheld via payroll deduction. CSEA shall provide the District with written notice of any changes or cancellations of payroll deduction authorizations.

5.1.7 The employee shall have the right to terminate membership or to change or cancel payroll deduction authorization in accordance with the terms of the written authorization. Requests to withdraw from CSEA or to change or cancel payroll deduction authorization shall be referred to the Labor Relations Representative.

5.1.8 CSEA hereby certifies that it will maintain individual employee authorizations for payroll deductions for CSEA dues and therefore will not submit to the District copies of said authorizations in order for the payroll deductions to be effective, unless a dispute arises about the existence or terms of the written authorizations.

5.2 Hold Harmless Clause

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

ARTICLE VI — GRIEVANCE PROCEDURE

6.1 Grievance Procedure

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

6.2 Definitions

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

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

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

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

6.3 Procedures

6.3.1. Except by mutual agreement, failure by the employer at any level to communicate a decision within the specified time limit shall permit the grievance to proceed to the next level.

6.3.2 Except by mutual agreement, failure by the grievant at any level to appeal a grievance to the next level within the specified time limit shall constitute a resolution of the grievance at that level.

6.3.3 All conferences at Levels I, II and III shall be scheduled during the grievant's regularly scheduled workday, unless otherwise mutually agreed, and the grievant and one Association representative (if requested by the grievant) shall be released from their work duties to attend such conferences.

6.3.4 The District may request that the grievant be present at any hearing at any level of the grievance process.

6.3.5 Upon mutual agreement, Levels I and II may be bypassed.

6.3.6 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level II or Level Ill.

6.3.7 An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is prior to arbitration and is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievance filed by employees directly and any response by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the

proposed resolution for review and be given ten (10) working days to respond. Any time delays caused by this review will not require advancement to the next level. CSEA shall have the right to be present at any stage of an employee-processed grievance without participating.

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

6.3.9 All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file. This file shall be available for inspections only by the employee, the CSEA Labor Relations Representative or Chapter President and those management, supervisory, and confidential employees directly involved in the grievance procedure.

6.4 Level I — Immediate Supervisor

Within thirty (30) working days after complainant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the complainant shall present their grievance in writing on a form to be provided by the District to the supervisor with the immediate administrative responsibilities for adjusting the grievance. Copies shall be sent by the grievant to all representative(s) and all representative(s) shall be listed. The written statement of grievance shall be a clear, concise statement of the circumstances upon which the grievance is based, the persons involved, and the remedy sought. Either party, or representative(s), may arrange for a joint conference of all parties concerned. The immediate supervisor shall communicate their decision to the employee in writing within ten (10) working days after receiving the written grievance. If the immediate supervisor does not communicate their decision to the employee within ten (10) working days, Level I will be concluded, and the unit member may proceed to Level II.

6.5 Level II — Administrator

A unit member may appeal in writing the decision from Level I to the administrator above Level I within ten (10) working days after receiving the decision. This written request shall be a clear, concise statement of the results of Level I, a copy of the original grievance, the outline of action taken to adjust the grievance, the reasons for the appeal from the decision, and the name of the appellant's representative(s), if any. Level II administrator shall confer with the unit member and their representative(s) and communicate a decision to the grievant in writing within ten (10) working days after the appeal is received.

6.6 Level III — Superintendent

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

6.7 Level IV — Board of Trustees

If the grievant is not satisfied with the decision at Level III, they may within ten (10) working days submit a request in writing to the Superintendent for a Board hearing on the dispute. The Board of Trustees shall schedule a grievance hearing with the grievant and their representative(s) for the next regular meeting. The Board's decision shall be sent in writing to the unit member within ten (10) working days subsequent to the Board meeting at which the appeal was adjusted. Copies will be provided to the grievant and CSEA. If the grievant is not satisfied with the decision, they may within ten (10) working days submit a request in writing to the Superintendent for binding arbitration.

6.8 Level V — Binding Arbitration

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

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

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

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

ARTICLE VII – COMPLAINT RESOLUTION

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

Public Complaint Procedure

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

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

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

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

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

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

7.6 Complaints, which are withdrawn or determined by the District to be false, shall neither be placed in the bargaining unit member's personnel file nor utilized in any evaluation or disciplinary action against the bargaining unit member. Should the District determine that the substance of a complaint is true after following the above procedure, the District may take disciplinary action as listed in Article XII. If no determination can be made as to the true or false nature of the complaint, the original written Public Complaint Form shall be placed in a site file for the reminder of the school year. If a similar complaint against the same bargaining unit member is made within that school year, the first complaint shall become a part of the new complaint and dealt with in a manner consistent with the principles of progressive discipline and those listed in Article XII.

7.7 If the member believes the decision by the Supervisor is in error, the member may appeal in writing directly to the Superintendent or their designee or follow procedures as outlined in the Article VII. If the Superintendent or designee receives an appeal, they will conduct their own impartial, fair, and complete investigation and issue a written response to the member with in ten (10) days of receiving the appeal. This timeline line may be extended if relevant parties are not available.

TIMELINE

Step 1. Complainant files written complaint with the District. Complaint is given to the immediate supervisor. Within five (5) days, the member receives a copy of the complaint.

Step 2. Within ten (10) days, the Supervisor completes the investigation of the Complaint.

Step 3. Within twenty (20) days from receiving the complaint, the Supervisor shall deliver a written Findings Report to the complainant and the member.

Mt. Pleasant Elementary School District
COMPLAINT FORM

To be filed with: Site Administrator

To be checked by Complainant: Date Complaint received: _____

_____

_____ Parent Complaint received by: _____

_____

_____ Student
_____ District Employee
_____ Other:

NATURE OF COMPLAINT

Please give a detailed description of the grounds for your complaint, including all name4s, dates and places necessary for a complete understanding of your concern. Please attach additional pages if needed.

Date(s) incident occurred: _____

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

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

_____ _____
Signature of Originator (Complainant) Date

_____ _____
Address Telephone

FOR OFFICE USE ONLY
Type of Complaint:
_____ UCP-Direct immediately to Human Resources
_____ Williams
_____ Employee
_____ Miscellaneous

DATE RECEIVED
Complaint referred to:
_____ Human Resources
_____ Instructional Services
_____ Student Services
_____ Special Education
_____ Facilities

Date Complaint Resolved: _____
Please attach any supporting documents

ARTICLE VIII – LEAVE PROVISIONS

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

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

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

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

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

Employees may be directed to undergo a fitness for duty examination if the District, based on reasonable and objective information, determines that an employee has a condition impairing their ability to perform the essential functions of their position or that poses a threat to safety.

8.1.2 Compensation — Pay for any days of such absence shall be the same as the pay, which would have been received had the member served during the day. Credit for leave of absence need not be accrued prior to taking such leave of absence, and such leave of absence may be taken at any time during the year. However, a member of the bargaining unit who is a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they

may be entitled under this Section 8.1 of Article VIII, until the first day of the calendar month after completion of six (6) months of active service with the District.

A member of the bargaining unit who resigns, or otherwise leaves the employment of the District, who has all paid illness or injury leave and has taken additional unearned leave, shall have the amount of compensation received for illness or injury leave taken, but unearned, deducted by the District from the member's last warrant. A member who is absent from the regular duty day as defined in Article IX — HOURS shall have deducted from the member's accumulated sick leave the actual amount of time absent. Any member covered by this Agreement working less than full time shall be entitled to sick leave in the same ratio that the employment bears to full-time employment, as defined in the California Education Code Section 45191, or its successor.

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

8.1.4 Return to Service — Immediately upon return to active service, the member shall complete and submit the District Absence and Leave Affidavit to the member's supervisor. For absence of more than three (3) days, a member may be required to present a doctor's certificate verifying the personal illness or injury and/or an authorization to return to work. If requested by the District, a member shall not return to work until the member submits a medical doctor's authorization to return to work. Delay of the employee's return to work because of a District-required medical examination shall not be deducted from the employee's sick leave account, nor shall the employee lose any pay.

A member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required, prior to return to active service, to submit a medical statement on the District form indicating their ability to return to their present position without restrictions or detriment to the member's physical and/or emotional well-being. The District management may require that such verification be made by a physician appointed and paid for by the District if the employee provides insufficient documentation from their health care provider and if the District provides the employee an opportunity to provide

missing information in a timely manner. If the member indicates that they will be absent for more than one (1) day, that member shall not be permitted to return to service and shall be charged with one (1) additional day of illness or injury leave, provided that the member fails to notify the District of the intent to return to service prior to the close of the preceding duty day and by such notification failure, a substitute is secured.

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

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

8.3 Pregnancy Leave:

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

8.4 Parental Leave:

During each school year, a unit member who has completed at least one (1) year of service may utilize their personal illness or injury leave for the purpose of parental leave (i.e., baby bonding) for a period of up to twelve (12) workweeks, subject to and in accordance with Education Code section 45196.1. If a unit member has exhausted all personal illness or injury leave and continues to be absent on account of parental leave, the unit member shall receive substitute differential pay, where the amount deducted

from their salary shall not exceed the sum that is actually paid to a substitute who is employed to fill the absence, for the remaining portion of the 12-workweek period.

8.5 Industrial Accident or Illness Leave:

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

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

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

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

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

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

8.5.1.6 When an industrial accident or illness occurs at the time when the full seventy-five (75) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

8.5.2 The industrial accident or illness leave of absence is to be used prior to any other leave of absence, whether paid or unpaid, authorized by this Agreement. When entitlement to industrial accident or illness leaves has been exhausted, entitlement to other sick leave may then be used; but if an employee is receiving Worker's Compensation, they shall be obligated to use only so much of their accumulated or available sick leave, accumulated time, vacation, or other available leave which, when added to the Worker's Compensation award, provide for a full day's wage or salary.

8.5.3 Periods of leave of absence, paid or unpaid, shall not be considered a break in service of the employee.

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

8.5.5 When all available leave of absence, paid or unpaid, has been exhausted and if the employee is not medically able to assume the duties of the position, they shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months; they shall be employed in a vacant position in the class of the previous assignment over all other available candidates except for a re-

employment list established because of lack of work or lack of funds, in which case they shall be listed in accordance with appropriate seniority regulations.

8.5.6 This Section shall only apply to Classified employees who have obtained permanency in the District.

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

8.5.8 An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment may be dismissed.

8.5.9 Unless previously notified by the employee of the desire to be treated by their personal physician, the District reserves the right to secure proof of industrial accident or illness of any member of the bargaining unit by the District's physician and/or hospital. Before salary payments shall be made to a member absent because of industrial accident or illness, a report of such accident or illness must be on file, on the form prescribed by the District, in the Office of the Superintendent. The District has the right to designate physicians and emergency clinics who will be responsible for determining the length of time during which the member will be temporarily unable to perform assigned duties, for determining the degree to which a disability is attributable to the industrial injury or illness involved, and for providing the treatment as required. However, after thirty (30) days from the first date of injury or illness, the member may utilize the services of their own physician upon notification to the District.

8.6 Bereavement Leave:

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

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

8.7 Reproductive Loss Leave

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

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

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

8.8 Judicial Leave:

8.8.1 Unit members shall be provided leave for regularly called jury duty for minimum jury duty service called under law. The unit member must contact their immediate supervisor upon notification of jury duty. Jury duty pay, minus mileage reimbursement, shall be paid to the District. When a unit member elects to be on standby for jury selection, the unit member will report to their assigned area and the District will guarantee to replace the unit member when called for duty. The unit member must notify the immediate supervisor when called for standby.

8.8.2 The Governing Board of a school district may grant leaves of absence to unit members to appear as a witness in court other than as litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

8.8.3 Any unit member receiving leave under this Article shall return to their regular work location if there are four (4) or more hours left in their regular work shift at the time of release by the court. If the unit member returns to work, any substitute hired to replace the unit member shall be released from the position or transferred to cover another classified employee who is temporarily absent from duty if they qualify for the position. "Substitute employee" means a person employed to replace a classified employee who is temporarily absent from duty.

8.9 Personal Necessity Leave:

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

8.9.2 Personal necessity means any business or activity, as described below. In addition, bargaining unit members shall be eligible to use no more than two (2) Personal Necessity Leave days as "no tell". "No tell" days shall not be used to extend a holiday or scheduled vacation. If a Personal Necessity Leave day is used on a day immediately preceding or following a holiday or scheduled vacation, then the bargaining unit member shall provide the reason for the PN day in the absence-reporting system. An employee shall not be required to secure advance permission to use Personal Necessity Leave. The district may request the employee provide reasonable verification that an absence is properly chargeable to earned sick leave under this section if misuse of PNL is suspected.

8.9.2.1 Personal Necessity means:

8.9.2.1.1 A business or civic endeavor or activity which cannot be conducted before or after the work day.

8.9.2.1.2 Death or serious illness of a member of their immediate family.

8.9.2.1.3 Accident involving his person or property, or of their immediate family.

8.9.2.1.4 Observance of a traditional religious holiday, provided that notice is given to the District at least five (5) working days prior to the date of the holiday.

8.9.2.1.5 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction for reasons not brought about through the connivance or misconduct of the unit members.

8.10 Personal Leave:

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

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

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

facts underlying the exercise of such discretion, shall not be subject to the Grievance Procedure as set forth in ARTICLE VI herein.

8.11 Other Leave Without Pay:

8.11.1 Members of the bargaining unit who have attained permanent status may request an unpaid, personal leave without pay for periods in excess of five (5) days. The request shall be made in writing on the form prescribed by the District. The leave must be processed through the member's immediate supervisor and approved by the Superintendent or designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. If the needs of the District can be met, leave not to exceed one (1) year may be granted without pay for:

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

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

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

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

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

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

If the leave was granted for personal, health reasons, the member shall submit prior to return to active service a medical statement on the district form indicating an ability to return to their position without restrictions or detriment to the

member's physical and/or emotional well-being. Deductions for unpaid leave shall be made using the following formula: Monthly Base Pay x FTE divided by 21.67.

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

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

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

8.12 Re-Training and Study Leave:

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

- A member who has received a study or re-training leave shall not be considered to be eligible for further leaves under this Section.
- To apply for a study or re-training leave, the member must submit a total study or re-training plan, including name of education or training institutions, proof of acceptance into the program, a detailed description of the skills, knowledge, and abilities the member will gain during the leave, a statement of the direct use of the skills, knowledge, and abilities in the future service to the District, a suggested leave timeline, and the number of hours required attendance in the program. The application must be submitted to the Superintendent or designee not later than three (3) months prior to the proposed beginning date of the leave. Members granted a study or re-training leave shall-be required to perform such services during the leave as the District and the member agree to in writing. A member on a District-approved study or re-training leave shall receive the difference between the salary of the member on leave and the salary of a substitute in the position previously held by the member on leave. If a substitute is not utilized, the member on leave shall receive one-half of the member's regular rate of pay. Any compensation granted by the District to a member on

leave shall be paid in two equal annual installments during the first two years of service rendered in the employment of the District following completion of the leave. However, if the member furnishes a suitable bond indemnifying the District against loss in the event that the member fails to render at least two (2) years' service following the completion of the study and re-training leave, the compensation approved by the District will be paid the member on leave in the same manner as if the member were in working status.

- A member on a study or re-training leave shall not earn, nor be entitled to use, sick leave, vacation, holiday, or any other form of paid leave. A member on a study or re-training leave shall not earn seniority while on leave and shall not be eligible to receive fringe benefits provided in ARTICLE XIII of this Agreement.
- The District may terminate a study or re-training leave member and recover any or all compensation granted to the leave member if the member fails to comply with the provisions of this Agreement related to such leaves or any reasonable requests made by the District. Issues arising out of the exercise by the District and administration of its responsibilities under Section 8.11 of this ARTICLE VIII, including the facts underlying its exercise of such discretion, shall not be subject to the Grievance Procedures as set forth in ARTICLE VI.

8.13 General Provisions for Leaves of Absence:

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

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

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

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

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

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

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

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

8.13.9 If an employee on unpaid leave of absence desires to be reassigned to duty following the termination of a leave, application for reinstatement must be in

writing to the Superintendent at least forty-five (45) days prior to the termination of the leave.

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

8.13.11 Employees desiring to return to work following a non-paid leave of absence of less than one hundred ninety-five (195) working days shall be reassigned to a position in their original classification as soon as reasonable after the proper application has been received by the Superintendent. Employees desiring to return to work following a non-paid leave of absence of more than one hundred ninety-five (195) working days shall be given the first available position within their respective classification.

8.13.12 An effort should be made to return the employee to the assignment held prior to the leave, but each employee requesting leave shall agree to accept a different assignment upon return if the needs of the District so require.

8.13.13 The District and members of the Board are freed of any liability for payment of compensation or damages provided by law for death or injury of a Classified employee if the death or injury occurs while the employee is on an unpaid leave of absence granted by the Board.

8.14 Family Care and Medical Leave:

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

ARTICLE IX – HOURS, HOLIDAYS, VACATION

9.1 For the purpose of this Article, the work week shall mean no more than forty (40) hours, Monday through Friday.

Any change to bargaining units' employees' work week, hours or start and end time shall be subject to negotiation between CSEA and the District.

9.1.1 The hours of work for full-time bargaining unit employees shall be eight (8) hours per day. The hours of work for part-time bargaining unit employees shall be determined by the District. Any reduction in hours shall be subject to negotiation between CSEA and the District

9.1.1.1 By mutual agreement between the employee and supervisor, a ten (10) month employee may work with their supervisor to flex their schedule to account for the last day of school. The intent of this provision is for an employee to add time to their schedule prior to the last day of school in order to leave their workday early on the last day of school.

9.1.2 Overtime shall be authorized and approved by the immediate Supervisor in writing. Such authorization/approval requirements shall not be construed so as to deny overtime entitlement under the Fair Labor Standards Act.

9.1.3 Authorized overtime shall be paid at the following rates: Time and one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Time and one-half for all hours worked on the sixth (6th) day and double time for all hours worked on the seventh (7th) day, regardless of total hours worked during the week involved.

9.1.4 At the option of the employee, authorized overtime shall be paid compensation or compensatory time off at the appropriate rate of pay.

9.1.5 When a Classified employee is required to work on any holiday listed in Section 9.2 of this Article, they shall be paid compensation, or given compensating time off, for such work in addition to the regular pay received for the holiday, at the rate of time and one-half their regular rate of pay.

9.1.6 The designation, authorization, and allocation of any overtime shall rest solely with the District management. The District shall make every effort to assign overtime on a rotating basis to individuals most familiar with the work involved.

9.1.7 Emergency Service Call: When a full-time bargaining unit employee is called in by authorized personnel beyond their regular working day to provide an emergency service to the District, they shall be guaranteed a minimum of two (2) hours of compensation at appropriate rate of pay. An employee who is

assigned to vandalism standby duty during a weekend or holiday period shall receive a minimum compensation of two (2) hours for each day of standby duty. If called to duty, the minimum compensation shall be part of the total compensation paid for that weekend or holiday work.

9.1.8 Lunch Period: All unit members who have been on duty for five (5) hours shall be entitled to an unpaid, duty-free lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes per day. The time shall be adjusted to meet specific needs and shall be determined by the employee's immediate supervisory.

9.1.9 Rest Period: All bargaining unit employees who work eight (8) hours per day shall be allowed two (2) fifteen (15) minute rest periods per day. Bargaining unit employees who work from four (4) hours to eight (8) hours shall be allowed rest periods on a pro-rated basis. The specific time of rest periods shall be determined by the employee's immediate supervisor. Rest periods may not be combined nor be utilized for the purpose of starting work later or ending work earlier than a unit member's daily schedule. When an Instructional Aide works recess duty, it is not to be considered a rest period.

9.1.10 Work Year: The work year of all bargaining unit employees shall be as follows:

1) The work year of all bargaining unit employees who work twelve (12) months is *two hundred forty-five (245) days plus* vacation and holidays.
2) The work year of all bargaining unit employees who work eleven (11) months is *two hundred twenty-three (223) days plus* vacation and holidays.
3) The work year of all bargaining unit employees who work less than ten (10) months is *one hundred eighty-two (182) days plus* vacation and holidays.

9.1.11 Hours of Work: During school recess periods, maintenance, grounds and custodial personnel may work 7:00 a.m. to 3:30 p.m.

9.1.12 Increase in Hours: When additional hours need to be assigned to a part-time position(s), the incumbent(s) in the position(s) shall be offered the additional time. If the incumbent(s) declines the additional time, the additional time will be offered to other unit members in the same class at the work site based on hire-date seniority. The increase of time may be offered on a District-wide basis, if not filled by the incumbent(s) or at the work site. Upon acceptance of an increase in hours under this Section, the District shall notify the unit member, in writing, of the increase in time and additional entitlements to sick leave, vacation and fringe benefits.

9.1.13 A classified employee who works a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in

order to acquire fringe benefits on a properly prorated basis as specified in Section 45136. It is the intent of the Legislature, in enacting this section, to insure that part-time employees are accorded fringe benefits on an appropriate prorated basis with full recognition given to the number of hours worked by the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked. This section is to be liberally construed in order that the provisions of Section 45136 may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment is not made in fringe benefit entitlement.

9.2 Holidays

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

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

Independence Day --	July 4
Labor Day --	First Monday in September
Admission Day --	September 10 (Part of Christmas Holiday)
Veteran's Day --	November 11 (or day in November Governing board designates)
Thanksgiving Day --	Fourth Thursday and Friday in November
Christmas Day --	December 24, 25
New Year's Eve Day --	December 31
New Year's Day --	January 1
Martin Luther King Day --	Third Monday in January
Lincoln's Birthday --	February 12 (or day in February Governing Board designates)
Washington's Birthday --	Third Monday in February
Spring Break --	Friday before Easter
Cinco de Mayo Day --	May 5 (Part of Christmas Holiday)
Memorial Day --	Last Monday in May
Juneteenth --	June 19

9.2.1 When any legal or local holiday falls on a Sunday, the following Monday shall be a holiday in lieu of the day observed. When the holiday falls on a Saturday, the preceding Friday shall be the holiday.

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

9.2.3 Unit members shall be compensated for any legal holiday specified under Article 9.2 which falls outside of their normal work year, provided that the unit member works the day before or the day after the holiday, in accordance with Education Code 45102.

9.3 Vacations

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

Twelve (12) Month Employees:

1 year	13 days
2 - 9 years	16 days
10 - 14 years	17 days
15 - 20 years	18 days
20 years or more	21 days

Eleven (11) Month Employees:

1 year	12 days
2 - 9 years	15 days
10 - 14 years	16 days
15 - 20 years	17 days
20 years or more	20 days

Ten (10) Month Employees and School Year Employees:

1 year	12 days
2 - 14 years	15 days
15 - 20 years	16 days
20 years or more	19 days

9.3.1 Employees may take vacation time during non-instructional days. To the greatest extent possible, employees should try to take their vacation time during non-instructional days. Any vacation taken on instructional days must be approved in advance by the immediate supervisor. If an employee elects not to use or does not have enough vacation days to cover a non-instructional day, then the non-instructional day shall be unpaid.

9.3.2 July 1 shall be used as the anniversary date for the purpose of determining the number of days of vacation. The number of days of vacation the first year of employment shall be determined by the number of months of employment prior to July 1 of that year.

9.3.3 Vacation time earned in one fiscal year must be used or paid for prior to April 30 of the next fiscal year, unless an exception is specifically approved by the Superintendent. The maximum number of vacation days that can be carried over shall not exceed six (6) days per fiscal year.

9.3.4 The specific vacation time should be scheduled according to District needs and the individual's wishes. However, the vacation date must be approved by the employee's immediate supervisor. The District may establish certain periods within the school year when vacation days may not be taken. Such periods may vary for individual members of the bargaining unit or groups of members in the best interest of and at the sole discretion of the District. Members of the bargaining unit critical to the operation of the school will not normally be allowed to utilize vacation days except during periods when school is not in session. There may be exceptions to the above scheduling provisions with the mutual agreement of both the member and the immediate supervisor. Members of the bargaining unit employed less than twelve months shall utilize vacation days between the beginning and ending dates of their period of employment. When conflict in scheduling vacation days occurs because too many members are requesting to be absent at the same time, seniority will be used as a basis for approving vacations of those members that cart be spared during that time period. Probationary members of the bargaining unit must have completed at least six (6) months of service before vacation leave may be taken.

9.3.5 Employees shall submit a written vacation plan each year as requested by immediate supervisors. Such plan shall be submitted by the employee by June 1. (See Side letter re Vacation Planning at the end of the Contract.)

9.3.5.1 All unit members shall enter their vacation days into Frontline (AESOP) or the District's prevailing attendance reporting system immediately after supervisor's approval.

9.3.6 Earned vacation shall become a vested right upon completion of the first six (6) months of employment.

9.3.7 Employees may be granted vacation during the year even though not earned at the time the vacation is taken.

9.3.8 Upon termination, for any reason, the employee shall be entitled to compensation for all earned and unused vacation, except those employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

9.4 Summer School Programs

9.4.1 When the District maintains a Summer School Program, notice of available assignments shall be posted on bulletin boards in prominent locations at District job sites for a period of five (5) working days, during which time employees may apply for the assignment.

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

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

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

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

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

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

9.4.6 If an 11-month employee accepts a summer school assignment, but the summer school assignment begins before their ordinary assignment ends, they shall coordinate their daily schedule with their site supervisor during this "overlap" period. Such employee may start their summer school assignment when summer school begins, provided that the employee's daily work hours do not exceed their ordinary work hours (i.e., a 50/50 split; 50% of the day in their regular assignment, and 50% in the summer school assignment. Upon written approval by the Director of Personnel or designee, such employee may work additional days after the conclusion of summer school and prior to the start of the school year that is equal to the number of days of the overlap period (i.e., begin their summer assignment when summer school begins, then the employee may complete the remainder of the regular work year upon the completion of summer school).

ARTICLE X – PROMOTION

10.1 Promotion on the salary schedule shall be deemed to mean reassignment to a position, which is on a higher classification of the schedule. An individual, when promoted from one classification to another, shall be placed pursuant to (a) or (b) below, whichever generates the higher salary.

(a) The individual shall receive up to two (2) years credit for service rendered in the District for purposes of placement on the higher range; Or

(b) Placement on the new range at the step, which is next higher, in amount of salary, over the amount being received in the lower classification. There shall be no recruiting for employees outside of the District until it has been determined that there are no qualified applicants in the employment of the District to fill the new or vacant position within the bargaining unit.

10.2 Posting of Notice:

Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site and on the District's digital job application and recruiting platform (e.g., EdJoin). The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.

10.3 Notice Contents:

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

10.4 Filing:

Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Personnel Office within the filing period. Any employee on vacation or on unpaid status during recess periods may authorize CSEA to file on the employee's behalf.

10.5 Certification of Applicants:

Within fifteen (15) working days following completion of the filing period, the Personnel Office shall notify in writing each applicant as to whether they have met the minimum qualifications.

10.6 Promotional Order:

Internal applicants who meet the qualifications of the position shall have first consideration. First consideration will mean that qualified internal applicants will be interviewed prior to any external applicant. An applicant's qualifications include the minimum qualifications of the position, prior work experience, results of interview(s), and/or testing that evaluations knowledge and/or skills that are relevant to the position. If two (2) or more employees who apply for the vacancy have the same qualifications, then their length of service in the District shall be considered. Any employee whose qualifications for the vacancy are superior or equal to those of an outside applicant shall be offered the vacant position. If an employee is denied a promotion, the employee may request a meeting with the Director of Personnel or designee.

10.7 Interviews

All interviews for CSEA bargaining unit vacancies and classified manager vacancies, internal and external, shall be held before an interview panel. CSEA will provide a list of CSEA representatives interested in serving on an interview panel to

the District. Prior to the interview, the District will make a reasonable effort to include individuals from the list. One CSEA (1) representative may be included on the panel, unless a representative cannot be obtained after reasonable effort. Upon conclusion of an interview, the interview panel shall provide input to the manager for recommendation to the Personnel Department. Recommendations from the panel will be collected openly as a group. The District may include CSEA in interviews for certificated, confidential, or certificated management vacancies.

The parties may agree to reopen Article X, section 10.7, during reopener negotiations, in which case it shall not count towards either party's non-monetary article reopener limit; this exception shall expire June 30, 2028.

ARTICLE XI – TRANSFER

11.1 A transfer is a change in work location within the same classification. "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position. Except in unusual circumstances, probationary employees will not be eligible for voluntary transfers.

11.2 Involuntary Transfer:
A unit member may be transferred at their request or for the good of the District from one position to another with the approval of the Superintendent/designee. CSEA shall be given at least five (5) days' notice of the transfer prior to its implementation. Transfers for the good of the District, as determined by the Superintendent/designee, shall pertain to the needs of the District, the filling of a vacancy, or the safety and health of students. The District may consider seniority as a factor when making a transfer, provided that it does not impair the District's reason for initiating the transfer. The district shall receive CSEA approval, in writing to waive the five (5) day notice requirement.

11.3 A unit member desiring a transfer shall file a written request with the Personnel Office. Said request shall remain on file until withdrawn by the employee. When a new position is created or an existing position becomes vacant, the District shall give preference to bargaining unit employees serving in the same class in the District who have a transfer request on file. Approval of requests shall remain discretionary with the District.

11.4 No employee shall be transferred temporarily to a work location other than the employee's normal work site for a period in excess of twenty (20) working days during the regular school year without the written consent of the employee.

11.5 Posting of Notice:
Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which employees may file for the vacancy. If the District does not receive an internal application from an employee who meets the minimum qualifications for the position based on the job description or transfer request from an employee, then the District may post the position for outside applicants until a qualified applicant is available. If the District decides not to fill a vacancy, it may not use a substitute, temporary, or short-term employee in such position.

11.6 Notice Contents:
The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

11.7 A permanent employee with two (2) years of consecutive service in the District, who is incapable of performing the duties of their class because of illness or injury, shall be given alternate work when the same work in the related class is available. The alternate work may constitute promotion, demotion or lateral transfer to a related class, but it shall be constituted only upon concurrence of the employee. Employees with less than two (2) years consecutive service may request a transfer.

11.8 A unit member who requests a transfer to a vacant position and who is qualified for the vacant position may be transferred. If two (2) or more employees requesting transfer to the same position have the same qualifications, the employee with the greatest bargaining unit seniority shall be transferred. In the event that two (2) or more employees have identical seniority, the employee to be transferred shall be selected by the District.

11.9 If the District decides to fill a vacant or newly created position, such position shall be filled with a regular classified employee within twenty (20) days of creation of the vacancy. If there are no qualified applicants available, the twenty (20) day period shall be extended in ten (10) day increments until a qualified applicant is available. If the District decides not to fill a vacancy, it may not use a substitute, temporary, or short-term employee in such position.

ARTICLE XII – EVALUATION PROCEDURE

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

12.2 Permanent Employees — Permanent employees who have worked in the same classification for five (5) or less years shall be evaluated annually or, by mutual agreement between the unit member and evaluator, on every other year basis.

Permanent employees who have worked in the same classification for six (6) or more years, and whose most previous evaluation rated the employee as "Meets Standards," or above, shall be evaluated every other year.

Evaluations for permanent employees shall be completed by May 1 of the year in which the evaluation takes place. Evaluation form can be found on Appendix F.

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

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

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

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

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

unit member in carrying out these recommendations. Unit members that receive an unsatisfactory evaluation will be re-evaluated three (3) to four (4) months later.

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

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

This article shall not be interpreted to restrict the District's authority to release a probationary employee in accordance with law.

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

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

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

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

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

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

ARTICLE XIII - COMPENSATION AND BENEFITS

13.1 Professional Growth Requirements

13.1.1 Increments can be earned to a maximum of six (6) 9-unit increments for a total of fifty-four (54) units.

13.1.2 An increment can be awarded for each completed nine (9) units of approved study. One (1) year must elapse before the employee is eligible for the next increment, during which time the employee may complete an additional nine (9) units.

13.1.3 Credit will not be given for courses taken while an employee is on paid leave from the District, for courses taken while the employee is on release time (except for 10-month employees who take courses during the summer), or for courses for which the District pays any of the employee's expenses.

Increments may be earned by completing the following or a combination of the following:

Nine (9) units of work in Junior College, University, or State College; Nine (9) units of work in adult education; Nine (9) units of work in in-service training program. The District will make an attempt to provide up to 6 hours of training on non-paid staff development days for unit members. Attendance at a conference/ workshop which is directly related to the employee's job classification approved in advance by the Superintendent or designee.

13.1.4 Professional Growth increments may be earned by employees who work ten (10) or twelve (12) months each year for a minimum of four (4) hours per day. An employee whose assignment experiences a reduction in hours to less than four (4) hours per day shall not lose the credit increment.

13.1.5 Effective July 1, 2023, payment shall be made on a monthly basis of each year the employee is eligible for a career increment and will be continuous as long as the employee is employed by the District. The following shall be paid per increment, and shall be prorated based upon the number of months that the employee works per school year:

Professional Growth Pay:
9 units $198
18 units $396
27 units $594
36 units $792
45 units $990
54 units $1,188

13.1.6 The following stipends will be given to those employees that have:
Associate Arts and/or Science Degree $1,100
Bachelor of Arts and/or Science Degree $1,600
Masters of Arts and/or Science Degree $2,000

13.2 Unit Evaluation Requirements

13.2.1 Of the initial nine (9) units for a professional growth increment, six (6) units must relate directly to the employee's specific classification or area of employment in the District, or all nine (9) units may be in the area of their classification. After the initial qualification increment is earned, professional growth choices may be taken in the following qualification quantity: Five (5) from employee's specific and four (4) from another classification list; or any combination of general education classes, on an approved list.

13.2.2 Credit may be granted only for courses completed after July 1, 1973, or the date of beginning employment with the District, whichever is later. A passing grade is required for credit to be granted.

13.2.3 One (1) unit (or one semester) normally represents one (1) hour per week during one (1) semester in lecture or recitation work with necessary preparation time, or three (3) hours per week in laboratory or other work not requiring homework or other preparation.

13.2.4 Credit for classes in adult education and attendance at conference/workshops paid by employees will be equated as follows:

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

It shall be the responsibility of the employee to furnish proof to the District Personnel Office of their attendance to the conference/workshop.

13.2.5 No credit will be given when an employee exceeds permitted absences unless course work and time is made up and verified by the instructor.

13.2.6 It is the responsibility of the Classified employee to apply for Professional Growth Credit and verify completion of course work with the District Personnel Office upon completion of each course.

13.2.7 All professional growth candidates taking courses in adult education must obtain a satisfactory grade and follow the attendance schedule as noted in Section 13.2.4 in order to receive full credit for the course. The Superintendent or designee may grant lesser amount of credit in a case that has more than the permitted number of absences.

13.2.8 Courses taken as Trade Extension Classes for individuals may be taken for credit when the course is directly related to the individual's area of employment. No credit for classes held during the working day will be credited if the employee is being paid for other services at the same time without the prior approval of the Superintendent or designee.

13.2.9 An official transcript, verified grade card, or instructor's signed statement covering work completed must be filed with the District Personnel office no later than September 1 each year. If an instructor's signature is offered in lieu of a transcript, a transcript must be submitted within thirty (30) calendar days. Any dispute involving professional growth shall be submitted to a professional growth committee for recommended resolution. The committee shall be comprised of three (3) members from CSEA (Chapter President plus two) and three (3) members from the District (Personnel Office~~r~~ plus two).

13.3 Compensation

13.3.1 The salary schedule shall be as set forth in Appendix B, effective July 1, for twelve (12)-month employees, August 1, for eleven (11)-month employees, and the first day of school, for 10-month employees.

13.3.1.1 Effective July 1, 2025, the salary schedule shall be increased by 2%. Retroactive pay will be on base salary and will not include compensation earned as overtime or hourly work.

13.3.1.2 Effective July 1, 2018, the District shall add a seven (7th) step.

13.3.1.3 For the term of this agreement (2025-2028), if any other bargaining unit, confidential, or management group receives a percentage increase in total compensation (which includes a salary schedule increase, off-schedule payment, or increase in the employer's contribution to health and welfare benefits) during a school year that is greater than the total percentage increase provided to the CSEA bargaining unit, then the CSEA bargaining unit shall receive the same percentage increase for the same school year.

13.3.2 The Classified staff salary schedule shall include all classifications listed in Appendix A.

For those positions listed below, an additional full range will be added if the bargaining unit member is proficient in Spanish or other language:

Administrative Assistant Administrative Secretary
Administrative Secretary SELPA
Campus Supervisor
Clerk Typist
Community Liaison Specialist
Community Liaison Specialist II
Family Case Manager
Food Service Workers
Health Clerk
Instructional Aides Bilingual
MPAS Site Supervisor
MPAS Lead Instructor
School Secretary
School Secretary Assistant Receptionist Clerk
School Community Assistant

The Parties further agree to change the title of "School Community Assistant" to "School Community Coordinator."

The intent of this provision is to compensate bargaining unit members who utilize their bilingual skills to communicate regularly with the community during their working hours. The bargaining unit member shall submit a request in writing to the Human Resources Department to be considered for the bilingual range. The bargaining unit member shall demonstrate proficiency as determined by the District. Bargaining unit members employed by the District before July 1, 2013 in the above classifications, shall be deemed proficient.

The salary range increase is applicable to the above classifications as referenced in Appendix A.

13.3.3 The amounts indicated on the Classified Service Salary Schedule express rates of pay for full-time employees in dollars per calendar month. The equivalent hourly rate of pay is computed by dividing each month of pay by the factor 173.33 and dropping all figures past the second decimal. The range numbers are indicative of the salary ranges assigned to each class. Each range includes the rates of pay to the right of the range number.

13.3.4 Each classified employee shall be paid within the Classified Service Salary Schedule according to the range for their class and the step for which they qualified.

13.3.5 Step One in each range is the minimum rate of pay for the range and is the rate of pay for probationary employees of a class who have not been granted credit for experience. It is the normal hiring rate for the class.

13.3.6 Step One in each range is the minimum rate of pay for permanent employees whose class is in that salary range.

13.3.7 The salary of Step Two may be paid for service in the fiscal year following completion of six (6) calendar months of service or the completion of Step One, and the recommendation of the District Superintendent that the employee has successfully completed the probationary period and is eligible for advancement has their anniversary date changed to the first of the month the employee is advanced to Step Two.

13.3.8 The salary schedule of the Classified staff shall contain seven (7) experience steps.

13.3.8.1 Each employee shall be placed in the appropriate classification at the time of employment.

13.3.8.2 The step or allowable experience shall be determined by the Superintendent or designee at the initial employment.

13.3.9 Credit for Experience: In setting the salaries of Classified employees at the time of initial appointment, credit for experience may be given to the extent of placing the employee up to Step Seven (7) of the salary range for that class upon recommendation of the Superintendent or designee. The one exception to this rule shall be for employees returning to the District in a comparable position of employment held during initial employment. The returning employee may be granted previous credit within the District for placement on the salary schedule

and may receive one additional year's credit of comparable experience from outside the District upon recommendation from the Superintendent or designee.

13.3.10 Each employee shall advance one step on the salary schedule upon their anniversary date, after completing their probationary period (per Article 12.1).

13.3.10.1 Each employee shall advance one step on the salary schedule upon their completion of their probationary period. Thereafter, each employee shall advance one step upon the anniversary date of their completion of their probationary period.

13.3.11 An employee hired after November 1, 1977, between the first (1st) and the fifteenth (15th) of the month, shall have an anniversary date of the first of the same month. An employee employed between the sixteenth (16th) and thirty-first (31st) of the month shall have an anniversary date on the first of the next month. An employee hired prior to November 1, 1977 shall maintain their anniversary date and have experience increments effective the first of the same month.

13.3.12 Salary adjustments shall be made effective on the first of the month following approval of the adjustment.

13.3.13 Upon promotion, the salary shall be adjusted to the appropriate step upon the new range, based upon provisions in Article X on Promotion.

13.3.14 Upon demotion, the salary of the employee shall be adjusted to the range and step designated by the Governing Board in the demotion action.

13.3.15 Part-time employees whose days of service are independent of the days school is in session shall be paid a monthly salary that bears the same ratio to the salary of full-time employees as their hours of service bear to the hours of service of full-time employees. Part-time employees whose days of service are dependent upon the days school is in session shall be paid on an hourly basis.

13.3.16 Longer Year: Employees shall receive their per diem rate of pay for working four (4) more days. Twelve (12) month employees shall have this amount factored into the salary schedule.

13.3.17 Out-of-Class Pay: An employee shall not normally be required to perform duties not a part of their classification. An employee assigned to work out of classification for a period exceeding five (5) working days within a fifteen (15)-day calendar period shall be compensated for the entire period at a higher rate of pay.

13.3.17.1 In no event shall an employee working out of classification receive less than five percent (5%) above their regular rate of pay.

13.3.17.2 If a retroactive salary increase is implemented while an employee is working out of classification, the minimum five percent (5%) adjustment shall be based upon the increased regular rate of pay for the employee's regular position.

13.3.17.3 All hours worked out of classification shall, in addition to salary entitlement pursuant to 13.3.18 above, apply towards accrual of leave benefits under the terms of this Agreement.

13.3.18 Classroom Responsibility: Classified personnel shall not be required to maintain a class except as provided in this Section. Instructional Aides shall assist classroom teachers and other Certificated personnel in the performance of

their duties and in the supervision of pupils and in instructional tasks which, in the judgment of the Certificated personnel to whom the Instructional Aide is assigned, may be performed by a person not licensed as a classroom teacher. An Instructional Aide need not perform such duties in the physical presence of the teacher, but the teacher shall retain their responsibility for the instruction and supervision of the pupils in their charge.

13.3.18.1 The District shall continue paying a $75 per month stipend for those Instructional Aides who are assigned toileting and/or diapering duties.

13.3.19 ADA (Americans with Disabilities Act) Job Descriptions: All approved job descriptions shall conform to ADA (Americans with Disabilities Act) job descriptions commencing with the 1997/98 school year.

13.4 Benefits

13.4.1 The District will contribute a set dollar amount per month to each full-time unit member for payment of fringe benefit premiums as set forth in Appendix C. The benefit specifications and carriers will be those set forth in Appendix C.

13.4.2 The District shall provide payroll deductions for those bargaining unit members who wish to provide additional coverage to that provided in Section 13.4.1.

13.4.3 Retired members will have the option of participating in group plan(s) by paying premiums through the Business Office.

13.4.4 Retirement Incentive Program: If a member of the Classified bargaining unit chooses to retire early, the District will contribute to payment of premiums for all health and welfare benefits for the participating unit member on the same basis as for regular, full-time unit members until the employee secures employment elsewhere where insurance is paid or upon death of the employee. If the District sponsors more than one group hospital and medical component plan, the employee may choose the plan under which he wishes coverage. To qualify for this early retirement incentive plan, the following criteria must be met.

The employee:

1) Must have reached the age of 50.
2) Must be at least on Step 7 (seven) of the Classified Salary Schedule and have fifteen (15) years in the District.
3) Must have retired from the Mount Pleasant School District and be a participant in the Public Employee Retirement System.
4) Must have been enrolled in the District Group Health and Medical Plan for the year prior to retirement.

The premium that the District will pay is based upon a full-time assignment. Employees working less than a full-time assignment will receive the appropriate pro-rated percent of the premium paid by the District. The pro-rated percentage of the premium paid by the District at the time of retirement shall remain constant thereafter until the employee secures employment elsewhere where the insurance is paid or upon the death of the employee. The District shall continue to pay for only the coverage the employee had in the year prior to retirement.

13.4.5 Public Employee Retirement System: PERS Buy-Out to read:

13.4.5.1 All employees hired between the 1997/98 school year and June 30, 2004 school year shall receive the District health and welfare benefits, at the appropriate District contribution level, paid to the employee during the year in which the employee retires, up to the age of 65.

13.4.5.2 Eligible employees hired on or after July 1, 2004, will receive District health and welfare benefits, at the appropriate District contribution level, until retirement from the District. Upon retirement of any employee hired on or after July 1, 2004, said employee may elect to continue to participate in the District group benefit plans and programs, if any, at their own cost and expense from the date of their district retirement to the age of 65, subject to the rules, regulations, procedures and policies of the respective insurance plans/companies, including but not limited to open enrollment periods prescribed by such insurance plans/companies.

13.4.5.3 Employees hired before January 1, 2013 (Classic)
Employees hired before January 1, 2013, the District's CalPERS contribution of seven percent (7%) for employees' share of CALPERS shall remain status quo.

Employees hired on or after January 1, 2013 (New—Post PEPRA)
Beginning July 1, 2016, bargaining unit employees hired on or after January 1, 2013, the District shall no longer pay the members' share of the monthly CalPERS contribution. CSEA proposes an increase of 6.3% on the 2015-16 salary schedule for this group of employees only.

13.4.5.4 In the event an employee is promoted, the District-paid employee contributions to PERS shall be adjusted upward in accordance with the employee's new monthly salary. In the event of an increase in regular assigned hours worked, the District-paid employee contributions shall likewise be adjusted.

13.4.5.5 In any month in which an employee does not earn full salary or wages, and the amount owed PERS is less than the District-paid employee contribution as specified above, the amount paid by the District shall be the full amount owed by the employee for that month.

13.4.5.6 The District will pay PERS contribution for all eligible employees equal to seven percent (7%), the current rate for 1986/87.

13.4.5.7 Bargaining unit members who work less than four (4) hours per day who are not eligible for PERS shall receive for the term of this Agreement a stipend equivalent to seven percent (7%) of their regular salary.

13.4.5.8 Any increase in the employer's PERS contribution (including employer's payment of the employee's contribution) shall be paid for out of the total salary increase.

13.4.6 Unused Sick Leave: As an incentive, employees may equate every 10 unused sick days at retirement date to one day earned vacation (pro-rated to FTE). This amount is to be paid after their retirement date. This provision does not apply to those employees who plan to use their accumulated sick days toward their years of service with PERS.

13.5 Longevity

A non-cumulative longevity increment over and above any increases or benefits already scheduled is to be added to the salary of all employees in the same ratio as their hours of service bear to the hours of service of a full-time employee. Longevity increments shall be increased by any ongoing salary schedule increase and on the same effective date. For the 2022-2023 school year, the longevity increment shall be increased by seven percent (7%). Effective July 1, 2022, the longevity increments shall be increased to the following:

1) After completion of six (6) years of service
   Longevity shall be $ 633 per year.
2) After completion of nine (9) years of service
   Longevity shall be $ 1,064 per year.
3) After completion of twelve (12) years of service
   Longevity shall be $ 1,698 per year.
4) After completion of fifteen (15) years of service
   Longevity shall be $ 2,394 per year.
5) After completion of eighteen (18) years of service
   Longevity shall be $ 3,027 per year.
6) After completion of twenty-one (21) years of service
   Longevity shall be $ 3,429 per year.

13.6 Reclassification

13.6.1 The parties agree that changing conditions may warrant reclassification of positions and/or classes a part of the bargaining unit. It is also recognized that both the employer and the Association have vested interests in such reclassifications. The purpose of this Article is to facilitate necessary reclassifications and to provide an orderly process for affecting same.

13.6.2 Reclassification means the re-defining of a position to account for changes in technology, duties, or work that may alter the nature of the job.

13.6.3 Procedures: When either party seeks to affect a reclassification, the District/ Association shall submit to the other party the following data:

a) The class or position to be reclassified.
b) The existing job description and salary placement.
c) The proposed job description and salary placement.
d) Employees affected by the proposal and the proposed disposition of same.
e) The basis for the reclassification.

13.6.4 The other party shall have fifteen (15) working days from date of receipt of the reclassification proposal to respond.
It may:

a) Advise that it approves the proposal.

b) Not respond.
c) Call for a negotiating session.

13.6.5 In the event the Association does not respond to an employer-initiated proposal, the employer shall be free to implement its proposal. In the event the employer does not respond to an Association-initiated proposal, the Association shall be free to exercise its rights under 6.6.

13.6.6 If either party does not agree to the proposal within fifteen (15) working days of the first negotiating session, no action shall be taken. However, either party shall have the right to re-initiate the rejected proposal in future negotiations on a successor collective bargaining agreement.

13.6.7 The parties agree to reopen negotiations over the effects, if any, of a final judicial determination of the legality of AB 702 and the allocation of PERS funds.

13.6.8 The parties agree to implement an IRC Section 125 Plan, the terms and conditions of which shall be subject to the mutual agreement of the parties.

13.6.9 The District will share with the Association the same information relative to Health and Welfare benefits as provided to the Certificated unit regarding any changes in levels or carriers which may result. This is not intended to alter the District's obligation to negotiate matters within the scope of representation.

13.6.10 CSEA and the District shall each select two (2) representatives to discuss and explore the feasibility of implementing the Classified "Golden Handshake"

13.7 Paid Non-Duty Day

For the 2025-2026 school year only, and in consideration of the compensation status quo for the 2024-2025 school year, CSEA bargaining unit members shall be entitled to the following paid non-duty day:

- 12- and 11-month unit members are entitled to take one (1) paid non-duty day to be used by June 30, 2026, to be scheduled with their immediate supervisor.
- 10-month unit members are entitled to take a paid non-duty day on the last workday of the 2025-2026 school year (June 12, 2026), except for Health Clerks. Health Clerks are entitled to take one (1) paid non-duty day by June 12, 2026.

13.8 Ranges

In addition to the changes to the CBA above, the Parties also agree to remove the following ranges from the salary schedule: 17, 17a, 18, 18a, and 36b.

ARTICLE XIV – SAVINGS

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

ARTICLE XV – SUPPORT OF AGREEMENT

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

ARTICLE XVI – EFFECT OF AGREEMENT

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

ARTICLE XVII – COMPLETION OF MEET AND NEGOTIATE

17.1 During the term of this Agreement, CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter covered in this Agreement, unless the District and CSEA mutually agree to meet and negotiate otherwise. Nothing herein shall preclude the parties from mutually agreeing to negotiate on any Article or Articles of this Agreement at any time during the term of this Agreement.

ARTICLE XVIII – LAYOFFS

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

Definitions

18.1.1 A layoff is a separation from service with the District for lack of work or lack of funds and shall be accomplished under the provisions of law and this Article.

18.1.2 Reemployment is the return to paid status of an employee who has been subjected to layoff, or restoration of hours lost due to layoff.

18.2 Seniority

18.2.1 Whenever a classified unit member is laid off, the order of layoff within the classification shall be determined by seniority/length of service. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Re-employment shall be in the reverse order of layoff. Seniority or length of service is defined as the date of hire. If two or more unit members have equal seniority, the seniority determination shall be based on the overall years of service in the District; if that time is also equal, the seniority determination shall be made by lottery. The CSEA Chapter President or designee shall be in attendance at any meeting where seniority determinations are made by lottery. In the event a lottery is required, the District and CSEA shall utilize a mutually-agreeable and randomized lottery procedure.

18.2.2 Nothing contained in this Section shall preclude the granting of "length of service" credit for the time spent on military leave of absence, unpaid illness leave, or unpaid industrial accident leave.

18.3 Application of Layoff

18.3.1 When, as a result of the expiration of a specially funded program, unit positions must be eliminated, the District shall notify CSEA and the affected unit members in writing not less than sixty (60) days prior to the effective date of their layoff. Notice must inform the unit member of their displacement rights, if any, and reemployment rights.

18.3.2 Procedures for layoff notice and right to hearing are set forth in Education Code section 45117.

18.3.3 A unit member whose position is eliminated or whose hours are reduced by agreement, or is bumped from their present classification (pursuant to this paragraph) may bump a less senior person in a position of greater, equal or less hours within their classification, or if no such position is

available may bump into an equal or lower classification which the unit member has previously worked and has more seniority than a unit member in the equal or lower classification.

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

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

18.4 Reemployment Rights

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

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

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

18.4.1.3 If the unit member is reemployed in a new position and fails to complete the probationary period in the new position, they shall be returned to the reemployment list for the remainder of the thirty-nine (39) month period. The remaining time period shall be calculated as the time remaining in the thirty-nine (39) month period as of the date of reemployment.

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

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

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

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

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

18.4.3 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months;

provided that the same tests of fitness under which they qualified for appointments to the class still apply.

18.4.4 The District shall strive to re-employ a laid off employee to a position with equal hours to the position held by the employee at the time of layoff.

18.4.5 Any permanent Classified unit member of the District who voluntarily resigns from their permanent Classified position may be reinstated or re-employed by the Governing Board of the District within thirty-nine (39) months after their last day of paid service and without further competitive examination to a position in their former classification as a permanent or limited term employee, or as lower class in which the employee formerly had permanent status.

18.4.6 If the Governing Board elects to reinstate or re-employ a person as a permanent employee under the provisions of this Section, it shall disregard the break in service of the employee and classify them as, and restore to them all of the rights, benefits and burdens of a permanent employee in the class to which they are reinstated or reemployed.

18.5 This procedure, but not the existence of a lack of work or lack of funds, shall be subject to the grievance process of Article VI, provided that such review shall be advisory only to the Board of Trustees. Further, if a grievance is filed hereunder claiming a violation of this procedure, the Association agrees that the District may proceed with the layoff or recall without starting the procedure subject to subsequent review of the issue by the arbitrator.

ARTICLE XIX – CONCERTED ACTIVITIES

19.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District shall not engage in a lockout.

19.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

19.3 It is agreed and understood that any employee violating this Article XIX may be subject to discipline. It is understood that in the even this Article XIX is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or CSEA.

ARTICLE XX – DISCIPLINE

20.1 Disciplinary Action

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

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

20.1.2 The following actions may be taken for disciplinary reasons by the District against a permanent employee for the causes listed in Section 2. CAUSE:

1) Dismissal— Dismissal is removal from the employment of the District.
2) Suspension— Suspension is temporary removal from the employment of the District for a specified period of time *and without pay*.
3) Involuntary Demotion — Involuntary demotion is placement in a lower classification.

20.2 Cause

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

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

21) Physical and/or mental inability to perform assigned duties
22) Engaging in political activity during assigned hours of work
23) Conviction of a felony or any crime involving moral turpitude
24) Falsifying relevant information on application forms and other District records
25) Reckless driving
26) Unauthorized leave of absence

20.3 Discipline Procedure

20.3.1 A permanent employee who is to have disciplinary action taken against them pursuant to Section 20.1.2 shall be informed in writing of the following:

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

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

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

20.3.1.4 Immediate Suspension — The Association and the District recognize that emergency situations can occur involving the health and welfare of students or bargaining unit members.

If an employee engages in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the district's policies or regulations, the District may immediately suspend a permanent unit member without pay pending a hearing pursuant to the provisions of Education Code section 45113(f).

20.3.1.5 Paid Administrative Leave — A unit member may be placed on paid administrative leave at the discretion of the District, as appropriate. Examples of such leave include, but are not limited to, conduct an investigation, protect a unit member, or to address a safety or interference concern. Paid Administrative Leave is not considered disciplinary action. This leave is considered a temporary leave from a job assignment with pay and benefits intact.

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

20.4 Pre-Disciplinary Hearing (Skelly): Prior to any disciplinary action, a pre-disciplinary hearing (Skelly) shall be held with any bargaining unit member against whom discipline is proposed, unless the employee waives or does not attend the hearing. The bargaining unit member shall have ten (10) working days to request their Skelly hearing. Failure to request a Skelly hearing within ten (10) working days constitutes a waiver of the right to a Skelly. The Skelly hearing shall be held at the earliest convenient date. The meeting shall be held before an impartial administrator, which shall mean any administrator not directly involved in processing the charges.

20.5 Hearing

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

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

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

20.5.4 The hearing shall be conducted before the Board of Education or a Hearing Officer.

20.5.4.1 Hearing Before Board of Education

a) The Board President shall be the presiding officer over the hearing unless the seat is relinquished to another member of the Board who is better qualified to preside as the presiding officer. The Board may also delegate the hearing to a Hearing Officer mutually agreed upon by the parties, in accordance with Section 20.5.5.2.

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

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

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

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

f) The Board shall have ten (10) working days following the close of the hearing to render a decision. The Board of Education's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

20.4.4.2 Hearing Before Designee

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

b) A hearing on the dismissal of a permanent bargaining unit member shall be heard by a Hearing Officer.

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

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

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

20.5 Results of the Hearing

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

ARTICLE XXI – TERM

21.1 This Agreement shall be effective July 1, 2025, through June 30, 2028. The parties agree to reopen on wages and benefits and on two (2) articles by each party during each of the last two years of this agreement 2026-2027 and 2027-2028.

SIGNATURES

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

_____	_____
Lead Negotiator	Lead Negotiator
CSEA # 463	MPESD
DATED: _____	DATED: _____

MT. PLEASANT SCHOOL DISTRICT
APPENDIX A

Classification	Range
Account Clerk	26
Account Clerk, Senior	31a
Account Technician	32a
Administrative Assistant	29
Administrative Assistant Bilingual	30
Administrative Secretary	28
Administrative Secretary Bilingual	29
Administrative Secretary SELPA	31a
Administrative Secretary SELPA - Bilingual	32a
Behavior Specialist Assistant	24
Campus Supervisor	24
Campus Supervisor - Bilingual	25
Community Liaison Specialist	24a
Community Liaison Specialist Bilingual	25a
Community Liaison Specialist II	25
Community Liaison Specialist II Bilingual	26
Computer Lab Assistant	22
Courier/Warehouse Worker	26a
Custodian/Day	25
Custodian/Night	25a
Delivery Driver/Warehouseman	22
Employee Attendance Clerk	20
Executive Administrative Secretary – Curriculum	*36b*
Family Case Manager	30
Family Case Manager Bilingual	31
Food Service Assistant	19a
General Skilled Maintenance Worker	29a
Health Clerk	22
Health Clerk Bilingual	23
Instructional Assistant-NCLB	24
Instructional Assistant SELPA	28
Instructional Assistant –Bilingual	*25*
Intermediate Account Clerk	24a
Library Media Technician	22a
Maintenance Worker	21
Office Assistant	23a
Office Assistant SELPA	26a
Pre Kdg Instructor	29
School/Community Assistant	21a
School/Community Assistant Bilingual	22a
School Library Technician	22
School Secretary	26a

School Secretary Bilingual 27a
School Secretary, Assistant 23
School Secretary, Assistant Bilingual 24
Senior Secretary 26
Traffic Supervisor 22
Translator-District 26a

APPENDIX B
Salary Schedules

MT. PLEASANT SCHOOL DISTRICT
2025-26 CSEA SALARY SCHEDULE

Effective 7/1/2025

2% Salary Increase

CLASSIFIED SALARY SCHEDULE - MONTHLY RATE

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
19	-	-	-	3,569	3,746	3,928	4,004
19a	-	-	3,491	3,664	3,832	4,009	4,086
20	-	-	3,569	3,746	3,928	4,094	4,174
20a	-	3,491	3,664	3,832	4,009	4,201	4,283
21	-	3,569	3,746	3,928	4,094	4,319	4,401
21a	3,491	3,664	3,832	4,009	4,201	4,419	4,503
22	3,569	3,746	3,928	4,094	4,319	4,505	4,593
22a	3,664	3,832	4,009	4,201	4,419	4,622	4,711
23	3,746	3,928	4,094	4,319	4,505	4,725	4,815
23a	3,832	4,009	4,201	4,419	4,622	4,839	4,933
24	3,928	4,094	4,319	4,505	4,725	4,959	5,055
24a	4,009	4,201	4,419	4,622	4,839	5,083	5,181
25	4,094	4,319	4,505	4,725	4,959	5,197	5,299
25a	4,201	4,419	4,622	4,839	5,083	5,325	5,428
26	4,319	4,505	4,725	4,959	5,197	5,437	5,544
26a	4,418	4,622	4,839	5,083	5,325	5,582	5,692
27	4,505	4,725	4,959	5,197	5,437	5,717	5,827
27a	4,622	4,839	5,083	5,325	5,582	5,858	5,972
28	4,725	4,959	5,197	5,437	5,717	5,988	6,105
28a	4,839	5,083	5,325	5,582	5,858	6,141	6,262
29	4,959	5,197	5,437	5,717	5,988	6,281	6,403
29a	5,083	5,325	5,582	5,858	6,141	6,428	6,552
30	5,197	5,437	5,717	5,988	6,281	6,593	6,723
30a	5,325	5,582	5,858	6,141	6,428	6,750	6,882
31	5,437	5,717	5,988	6,281	6,593	6,911	7,046
31a	5,582	5,858	6,141	6,428	6,750	7,076	7,213
32	5,717	5,988	6,281	6,593	6,911	7,254	7,396
32a	5,858	6,141	6,428	6,750	7,076	7,421	7,566
33	5,988	6,281	6,593	6,911	7,254	7,601	7,750
33a	6,141	6,428	6,750	7,076	7,421	7,781	7,933
34	6,281	6,593	6,911	7,254	7,601	7,979	8,136
34a	6,428	6,750	7,076	7,421	7,781	8,166	8,326
35	6,593	6,911	7,254	7,601	7,979	8,365	8,529
35a	6,750	7,076	7,421	7,781	8,166	8,571	8,739
36	6,911	7,254	7,601	7,979	8,365	8,776	8,949
36a	7,076	7,421	7,781	8,166	8,571	8,983	9,160
37	7,254	7,601	7,979	8,365	8,776	9,203	9,384
37a	7,421	7,781	8,166	8,571	8,983	9,422	9,606

Benefit Cap: $17,500 per FTE

Longevity			
	6 year	$	686
	9 year	$	1,156
	12 year	$	1,844
	15 year	$	2,601
	18 year	$	3,288
	21 year	$	3,725

Notes

January 1, 2025 Minimum Wage $17.95 per hour

January 1, 2026 Minimum Wage $18.45 per hour

Hourly rate computed by dividing monthly rate by 173.33.

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

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

Removed range 17a, 17b, 18a, 18b and 36b

Certified by: Dr. Sandra Jewett
Dr. Sandra Jewett (May 14, 2026 11:43:46 PDT)

Date: May 14, 2026

Board Approved: May 13, 2026

MT. PLEASANT SCHOOL DISTRICT
2025-26 CSEA SALARY SCHEDULE
POST-PEPRA

2% Salary Increase

Effective 7/1/2025

CLASSIFIED SCHEDULE - F MONTHLY RATE

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
19	3,300	3,460	3,621	3,784	3,971	4,166	4,245
19a	3,375	3,537	3,701	3,885	4,064	4,250	4,333
20	3,460	3,621	3,784	3,971	4,166	4,344	4,428
20a	3,537	3,701	3,885	4,064	4,250	4,456	4,542
21	3,621	3,784	3,971	4,166	4,344	4,581	4,669
21a	3,701	3,885	4,064	4,250	4,456	4,687	4,778
22	3,784	3,971	4,166	4,344	4,581	4,780	4,873
22a	3,885	4,064	4,250	4,456	4,687	4,901	4,996
23	3,971	4,166	4,344	4,581	4,780	5,010	5,107
23a	4,064	4,250	4,456	4,687	4,901	5,133	5,233
24	4,166	4,344	4,581	4,780	5,010	5,260	5,363
24a	4,250	4,456	4,687	4,901	5,133	5,392	5,497
25	4,344	4,581	4,780	5,010	5,260	5,514	5,622
25a	4,456	4,687	4,901	5,133	5,392	5,651	5,761
26	4,581	4,780	5,010	5,260	5,514	5,770	5,882
26a	4,686	4,901	5,133	5,392	5,651	5,924	6,039
27	4,780	5,010	5,260	5,514	5,770	6,067	6,184
27a	4,901	5,133	5,392	5,651	5,924	6,219	6,340
28	5,010	5,260	5,514	5,770	6,067	6,355	6,479
28a	5,133	5,392	5,651	5,924	6,219	6,518	6,645
29	5,260	5,514	5,770	6,067	6,355	6,668	6,797
29a	5,392	5,651	5,924	6,219	6,518	6,823	6,955
30	5,514	5,770	6,067	6,355	6,668	6,997	7,134
30a	5,651	5,924	6,219	6,518	6,823	7,167	7,307
31	5,770	6,067	6,355	6,668	6,997	7,336	7,480
31a	5,924	6,219	6,518	6,823	7,167	7,511	7,658
32	6,067	6,355	6,668	6,997	7,336	7,702	7,853
32a	6,219	6,518	6,823	7,167	7,511	7,878	8,033
33	6,355	6,668	6,997	7,336	7,702	8,069	8,227
33a	6,518	6,823	7,167	7,511	7,878	8,261	8,423
34	6,668	6,997	7,336	7,702	8,069	8,472	8,637
34a	6,823	7,167	7,511	7,878	8,261	8,671	8,841
35	6,997	7,336	7,702	8,069	8,472	8,882	9,057
35a	7,167	7,511	7,878	8,261	8,671	9,100	9,279
36	7,336	7,702	8,069	8,472	8,882	9,319	9,502
36a	7,511	7,878	8,261	8,671	9,100	9,538	9,725
37	7,702	8,069	8,472	8,882	9,319	9,773	9,965
37a	7,878	8,261	8,671	9,100	9,538	10,004	10,201
38	7,895	8,271	8,684	9,104	9,552	10,017	10,214
38a	8,075	8,468	8,887	9,328	9,776	10,254	10,456

Benefit Cap: $17,500 per FTE

Longevity	6 year	$	686
	9 year	$	1,156
	12 year	$	1,844
	15 year	$	2,601
	18 year	$	3,288
	21 year	$	3,725

Notes

January 1, 2025 Minimum Wage $17.95 per hour
January 1, 2026 Minimum Wage $18
Hourly rate computed by dividing monthly rate by 173.33.
Any error found in the salary schedule will be immediately corrected and appropriate salary adjustments will be implemented.
Longevity increased by the on-going salary rate increase and on the same effective date.
Removed range 17a, 17b, 18a, 18b and 36b.
Added range 38 and 38b.

Certified by: Dr. Sandra Jewett (May 14, 2026 11:43:48 PDT) Date: May 14, 2026

Board Approved: May 13, 2026

2363
2364

MOUNT PLEASANT SCHOOL DISTRICT
2025-26 OTHER CLASSIFIED SALARY SCHEDULE ANNUAL RATE (180 days)

2% Salary Increase **Effiective Date** **7/1/2025**

Range/Step		Column 1		
1		67,246		
2		69,400		
3		71,624		
4		75,455		
5		79,500		
6		83,759		
7		88,258		
8		93,011		
9		98,016		
10		103,299		
11		108,874		
12		114,751		
13		120,957		
14		127,504		
15		134,405		

MASTER: **$2,000** **Health Benefits Cap:** **$17,500**
DOCTORATE: **$2,300**

This is a grandfathered salary schedule; no new members should be placed on this schedule.

Longevity (Total number of years of service in MPSD- Non Cumulative):

10 years	$ 1,000.00
15 years	$ 2,000.00
20 years	$ 3,000.00
25 years	$ 4,000.00
30 years	$ 5,000.00

Dr. Sandra Jewett
Dr. Sandra Jewett (May 14, 2026 11:43:46 PDT)
Certified By:

May 13, 2026
Board Approved:

2365
2366

APPENDIX C

Contracted Benefits

06/07 School Year –	Effective July 1, 2006, a two hundred dollar increase will be added to the annual health and welfare benefit cap of $6,300 increasing the annual cap to $6,500.
07/08 School Year -	Effective July 1, 2007 a five **hundred** dollar increase will be added to the annual health and welfare benefit cap of $6,500 increasing the annual cap to $7,000.
08/09 School Year -	Effective July 1, 2008, a five **hundred** dollar increase will be added to the annual health and welfare benefit cap of $7,000 increasing the annual cap to $7,500.
1/2010 School Year	Effective January 1, 2020, the maximum total contribution for fringe benefits will be increased from its present level by five hundred dollars per fiscal year to $12,000.
7/2021 School Year	Effective July 1, 2021, increase the District's maximum contribution to fringe benefits from 12,000 to $13,000 per fiscal year
22/23 School Year	Effective July 1, 2022, the District's maximum annual contribution for health and welfare benefits shall increase by two thousand five hundred ($2,500) dollars from $13,000 to $15,500.
23/24 School Year	Effective July 1, 2023, the District's maximum annual contribution for health and welfare benefits shall increase by two thousand ($2,000) dollars from $15,500 to $17,500.

Benefits shall include:

- Medical Insurance
- Dental Insurance *
- Vision Insurance *
- Income Protection
- Life Insurance **

a) The District's maximum contribution for the health and welfare benefits shall not exceed the District cap per full-time employee.

b) For employees who are assigned to work less than eight (8) hours, but four (4) hours or more per day, shall be prorated on the same basis as the District's contribution for medical insurance.

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

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

The District provides each employee with Life Insurance Salary Protection under Plan B.
** For full-time members of the bargaining unit all (i.e., 8 hours per day employees, regardless of work-year).

** include per FTE for the benefits increase

MT. PLEASANT SCHOOL DISTRICT

APPENDIX D

1. Effective July 1, 1989, the District may enter into an agreement with a private company to provide gardening services to the District. Such agreement shall not exceed three (3) years in duration (expiration on 6/30/92).

   A. Until such contract is entered into, the District may contract out on an as-needed basis the following services: owing, disking and ground cover removal (in addition to the spraying, etc., functions already agreed to). Contracting out beyond these functions on this interim basis shall only be upon prior notice to and agreement with CSEA.

2. Commencing not later than six (6) months prior to the expiration or termination of the contract referred to in paragraph 1 above, the parties shall meet and negotiate concerning the future provision of gardening services to the District. The District shall not enter into a long-term contract for gardening services unless agreed to by CSEA or upon exhaustion of the negotiations/impasse process.

   A. If these negotiations exceed beyond expiration of the Contract, the District may continue to utilize private gardening services on a short-term, interim basis pending the completion of negotiations.

3. The current gardener shall retain such position and continue to perform duties within the current job description.

   B. If such position becomes vacant prior to expiration/termination of the gardening contract (paragraph 1 above), the District may contract out such services for the duration of the Contract. Continued contracting out of such services shall be subject to the negotiations referred to in paragraph 2 above.

   C. If the incumbent remains for the duration of the gardening contract, continued retention of this District position shall be subject to the negotiations referred in paragraph 2 above, provided that such position shall continue unless negotiated otherwise.

MT. PLEASANT SCHOOL DISTRICT

APPENDIX E

No Child Left Behind Act

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

Memorandum of Understanding

Purpose of this Article:

This Article is entered into by the Mt. Pleasant Elementary School District and CSEA (hereinafter "parties") for the purpose of resolving the impacts and effects on bargaining unit "*Title I*" Para-Education (hereinafter "Instruction Aide") as a result of the District's requirement to comply with the "*No Child Left Behind Act of 2001*" (hereinafter the "Act") and "*California Education Code Section 45330."*

Definition of Instructional Aide:

For purposes of this Article, the parties agree that only Title I "***Instructional Aides***" currently employed at two schools, "Mt. Pleasant" and "Robert Sanders", shall meet the requirements as described below. The parties have identified the following affect Title I classifications which must comply with the described requirements by January 8, 2006

1. Instructional Aide I
2. Instructional Aide II
3. Instructional Aide III

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

1. Instructional Aide I – Bilingual
2. Instructional Aide II – Bilingual
3. Instructional Aide III – Bilingual
4. Instructional Aide IV – Bilingual

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

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

Education or Proficiency Requirements:

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

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

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

Proficiency Test and Preparation Courses

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

Paid Release Time

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

Creation of new Instructional Aide IV

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

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

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

Title I Para-Educator Ineligibility/Administrative Transfer or Layoff

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

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

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

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

Grievances

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

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

For the District For CSEA

MT. PLEASANT SCHOOL DISTRICT

APPENDIX F

The Parties agree to modify the classified employee performance evaluation and to incorporate the revised evaluation as “Appendix F” to their collective bargaining agreement.

A copy of the revised evaluation is attached to this Tentative Agreement.

Classified Employee Evaluation Tool

Instructions:

Employee Self-Evaluation

The Employee Self-Evaluation is to be handed and completed by employee. This self-evaluation is also an opportunity for the employee to let their managers know if they are receiving adequate support/training, tools, etc., to perform the job in an optimal manner.

Part – I Review: Goal Plan, Identifying Areas of Improvement

Part two of this performance review is to be discussed and reviewed by manager and employee; providing both with an opportunity to set goals, and/or improvement areas to be revised at the next review period. The most important aspect of this evaluation is to allow managers the time to review the performance of all employees.

- Make sure to let employee know the areas where they are doing great.
- Identify the areas where guidance and support might need to be provided; as well as those where additional training might be needed in order for employee to improve performance.
- Develop goals in partnership with employee. Keep them simple and doable and understand your role in helping employee achieve them.
- Before the meeting is over, make sure both you and employee sign all forms. Signatures serve as confirmation of review having taken place.

Overall, the performance evaluation review serves as a tool to determine if a new hire is the right fit for our District, and/or, if our District is adequate for the employee. Once this has been determined, it will be important to identify areas of improvement, as well as those where management might need to provide support to ensure professional success of employee at the organization.

After the Meeting

The review is between you and the employee. Keep it confidential! Make a copy of the goals for the employee and another one for yourself. Put evaluation forms in a folder and submit it to Human Resources.

Part – II Assessment

There is a table with two columns in this part of the evaluation. The column to the left shows ten areas of performance to guide the evaluation. Each of those ten areas has five different values to the right and a space for additional comments at the bottom. Please read the performance area being reviewed and circle the number that will best describe or match where the employee has demonstrated to be at, during the evaluation year. (Depending on employee status.)

Performance Evaluation

Employee Name: _____ Date: _____

Job Title: _____ Department: _____

Evaluator Name: _____ Title: _____

Circle where appropriate:

☐ 3-month Performance Review ☐ 5-month Performance Review

☐ Annual Review

☐ 3 to 4 months after initial Unsatisfactory Performance Review

Employee – Self Evaluation Conference

Check or highlight appropriate answers and comments to below.

Do you understand the requirements of your job? ☐ Yes ☐ Partly ☐ No

Do you feel your training has been adequate to successfully complete your job?

☐ Yes ☐ Partly ☐ No

Do you have regular opportunities to discuss your work and objectives with your supervisor? ☐ Yes ☐ Partly ☐ No

Would you like to have more informal meetings with your manager than you are currently having? ☐ Yes ☐ Partly ☐ No

Optional

Do you have any skills, aptitudes, or knowledge not fully utilized in your job?

_____

_____

_____

_____

Is there any special help or "coaching you would like from your manager? _____

_____

_____

_____

How well does your position satisfy your personal/professional goals? _____

_____

What training, career, or future job opportunities are of interest to you? _____

Part III - Goal Planning

Employee Form:

Goals to be achieved/Areas to improve on:	**Actions/Objectives**
Ex: Training for your specific work responsibilities.	

Any additional employee comments:

_____

_____

_____

_____

_____

_____

Part II – Evaluation/Review Factors

Work Performance	**5. Far Exceeds District Standard for Performance** **4. Exceeds District Standard for Performance** **3. Meets District Standard for Performance** **2. Needs Improvement** **1. Unsatisfactory Performance** **N. Not observed or not applicable**
Job Knowledge	**Rating Enter number here:**
Demonstrates knowledge of duties and responsibilities of position. Demonstrates appropriate skills for the position. Maintains effective, productive work routines, meets established guidelines.	5 - Strives to learn more/improve job skills 4 - Understands most phases of work 3 - Has adequate grasp of job requirements 2 - Lacks knowledge of some phases of work 1 - Unable to complete job duties, poor understanding of job
Comments:	
Interpersonal Relations	**Rating Enter number here:**
Demonstrates the ability to develop relationships with co- workers, stakeholders, and to contribute to group solutions. The effort put forward to making our school a better place to work for everyone. Accepts constructive criticism.	5 - Goes out of way to promote good interpersonal relations, cooperative 4 - Effectively handles difficult interpersonal relations 3 - Adapts self to others and to most situations, seeks guidance when needed 2 - Sometimes not flexible, not conducive to a team-playing work environment 1 - Fails to consider others, not courteous, lacks understanding
Comments:	
Quality of Work	**Rating Enter number here:**
The value of work produced by the employee and the thoroughness, accuracy, neatness, and acceptability of the work completed. Ability to work under pressure and learn from previous mistakes. Accurately checking processes and tasks and handling issues in a timely manner. Cleans and takes care of equipment.	5 - Requires minimum supervision, consistently thorough and accurate 4 - Requires little supervision, is exact and precise, seldom makes errors 3- Usually accurate, makes minimum number of mistakes 2 - Makes above average number of errors

Maintains appropriate records and reports accurately	1 - Makes frequent and recurrent errors; does not understand job requirements
Comments:	
Productivity	**Rating Enter number here:**
The ability to manage time efficiently and work at an appropriate pace including under pressure while consistently producing accurate high-quality results.	5 - Produces consistently high volume of work, productive and fast 4 - Volume of work frequently above that expected 3 - Volume of work meets job requirements 2 - Volume of work is generally below what is expected 1 - Minimum requirements not met, volume of work generally unsatisfactory
Comments:	
Judgment and Decision Making	**Rating Enter number here:**
The ability to think logically and practically before making decisions. Use of independent thought, originality, and reasoning. Ability to prioritize work and timely implementation of workable solutions to problems. The ability to handle confidential information. Is neat and clean, appropriately dressed for work.	5 - Logical and practical decision-making yielding high quality results 4 - Judgment and decision making allow to carry through effectively 3 - Reliable 2 – Shows lack of understanding of the overall picture when making decisions 1 – Has shown little or no ability to make independent decisions
Comments:	
Initiative	**Rating Enter number here:**
The exercise of judgment and independent actions within limits of authority. The degree to which the employee is self-starting and proactive. The ability to organize, prioritize and schedule. Interprets and responds appropriately to events encountered on the job.	5 - Develops new ideas and methods to improve quality of results 4 - Seeks additional knowledge pertaining to job 3 - Follows formal instructions as necessary 2 - Shows little interest in current practices relating to job

	1 - Unwilling to demonstrate interest in gaining new knowledge
Comments:	
Responsibility and Dependability	**Rating Enter number here:**
The thoroughness demonstrated by the employee in following through on assignments and instructions in a reliable, trustworthy, and timely manner. Willingness to take on assignments and be held accountable.	5 - Requires minimum of supervision; very reliable 4 - Reliable, requires little supervision, carries through effectively 3 -Takes care of necessary tasks and completes them on time 2 - Frequently requires prompting, often fails to meet deadlines 1 - Unreliable, requires close supervision, does not accept responsibility
Comments:	
Attendance and Punctuality	**Rating Enter number here:**
Respects and maintains work hours; timely attendance at meetings Has not exceeded their allotted annual sick time, follows district procedures when absent. Arrives at work appropriately and maintains personal hygiene.	5 - Superior attendance and promptness, always dependable 4 - Very prompt, shows responsibility toward regular attendance 3 - Usually present and on time, generally reliable 2 - Lax in attendance, reporting time, often allows personal factors to interfere 1 - Absent often, frequently late, chronic offender
Comments:	

Overall Result of Performance Appraisal

Based upon the attached evaluation, the overall performance rating of this employee is:

☐ (32-40 pts) Exceeds Standards: Superior performance in meeting employee objectives

☐ (24-31 pts) Meets Standards: Satisfactory performance in meeting employee objectives

☐ (17-23 pts) Meets Minimum Standards: Minimum performance in meeting employee objectives

☐ (00-16 pts) Below Standards: Unsatisfactory performance in meeting employee objectives

Recommendations for Employment (Probationary Employees Only)

____ Three-to-four-month evaluation. Next evaluation scheduled on _____

____ Permanent status be given.

____ Permanent status not be given.

Evaluator: _____ Date: _____

Employee: _____ Date: _____

I certify this evaluation has been discussed with me and I have been provided a copy. I understand my signature does not necessarily indicate agreement with this evaluation.

Signature of Employee: _____ Date: _____

This document will be placed in your personnel file after ten (10) workdays. You have the right to submit to the Human Resources Department your written comments regarding your evaluation. Your written comments will be attached to this document and included into your personnel file. All comments must be submitted within ten (10) working days of your signature above in order to be included in your personnel file.

Mt. Pleasant School District

MEMORANDUM OF UNDERSTANDING #1

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

Mt. Pleasant School District

MEMORANDUM OF UNDERSTANDING #2

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

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

MT. PLEASANT SCHOOL DISTRICT

SIDELETTER RE: VACATION PLANNING

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

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

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

3. The District shall develop a vacation plan form for the purpose described above.