

AGREEMENT BETWEEN
CURTIS CREEK SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
CURTIS CREEK CHAPTER 276
CURTIS CREEK CLASSIFIED ASSOCIATION
July 1, 2025 - June 30, 2028

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
Preamble		4
Article I	Recognition	4
Article II	No Discrimination	5
Article III	Organizational Rights	5
Article IV	Agency Shop	10
Article V	Terms and Conditions of Employment	10
Article VI	Hours	10
Article VII	Personnel Files & Evaluations	15
Article VIII	Health and Welfare Benefits	17
Article IX	Vacations and Holidays	19
Article X	Leaves	21
Article XI	Salary	31
Article XII	Drug & Alcohol Testing Program	35
Article XIII	Employee Expenses and Material	39
Article XIV	Transfer Vacancies and New Position Procedures	41
Article XV	Classification, Reclassification, and Abolition of Positions	41
Article XVI	Child Abuse Reporting	42
Article XVII	Grievance Procedure	44
Article XVIII	Layoff and Reemployment	48
Article XIX	Disciplinary Action	51
Article XX	Safety	54
Article XXI	Contracting Out	54
Article XXII	Negotiation Procedures	55
Article XXIII	Duration	55
Article XXIV	Effect of Agreement	55
Article XXV	Savings	56
Article XXVI	Artificial Intelligence	56

Signature Page		59
Appendix A	Classified Employee Salary Schedule, Effective	60
Appendix B	Pre-Approval for Professional Growth	61
Appendix C	Grievance Form	62

PREAMBLE

This Agreement is entered between the CURTIS CREEK SCHOOL DISTRICT (hereinafter referred to as the “District” or “Trustees”) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CURTIS CREEK CHAPTER 276 (hereinafter referred to as the “Association”).

ARTICLE I: RECOGNITION

- 1.1 The District recognizes California School Employees Association as the exclusive representative for all classified employees of the District. Certificated, management, confidential, supervisory, substitute or short-term employees shall be excluded from the classified bargaining unit. All newly created positions, except those that lawfully are Certificated, Management, Confidential or Supervisory, shall be assigned to the bargaining unit.
- 1.2 The determination of Management, Confidential, or Supervisory employees shall be made by mutual written agreement between the District and the Association subject to the Public Employment Relations Board (PERB) rules. Disputed cases shall be submitted to PERB for resolution.
- 1.3 Definitions:
 - 1.3.1 Substitute: means any person employed to replace any unit employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent employee to fill a vacancy in any unit position, the District may fill the vacancy through the employment, for not more than forty-five (45) calendar days, of one or more substitute employees.
 - 1.3.2 Short-term employees: means any person who is employed 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. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee to include a beginning and ending date. The service of short-term employees shall not exceed 195 working days, including holidays, sick leave, vacation and other leaves of absence irrespective of the number of hours worked per day.
 - 1.3.3 Probationary Employee: Unless exempted from the classified service pursuant to Education Code section 45103, all classified employees hired by the District shall be classified as probationary employees and shall serve a probationary period of

six months or 130 days, whichever is longer. Permanent classified employees who apply for and are hired for a new classification shall serve a -three-month probationary period in that new classification.

- 1.3.4 Permanent Employees: Once a classified employee has successfully completed his or her probationary period, the classified employee becomes a permanent employee of the District.

ARTICLE II: NO DISCRIMINATION

- 2.1 Discrimination Prohibited: No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or unlawfully discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, and, to the extent prohibited by law, no person shall be unlawfully discriminated against because of age, sex or physical handicap.
- 2.2 No Discrimination on Account of CSEA Activity: Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or unlawfully discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

ARTICLE III: ORGANIZATIONAL RIGHTS

3.1 Operating Procedures

- 3.1.1 All correspondence and inquiries from the Association shall be directed first to the Superintendent to provide proper communication.
- 3.1.2 The Board, or its designated representative, shall meet with the official representatives of the Association upon written request and within a reasonable period of time, depending upon the nature of the matter or problem under consideration.
- 3.1.3 CSEA Notice Requirements: Notices to the Association required by the Agreement or by law shall be delivered in writing, either by hand or Certified U.S. mail, to the last known address of the Association Chapter President and to the assigned CSEA Labor Relations Representative.

3.2 Rights of the Association

- 3.2.1 Use of school buildings for meetings without charge, subject to the rules and

regulations listed below:

- 3.2.1.1 Staff meetings and regular work time may not be taken for organizational business. (However, short announcements may be made at meetings if approved by the principal or supervisor.) Association meetings shall be held separately from staff meetings, allowing for a brief interval between such meetings. All such meetings shall be held outside of normal working hours and after approval for use of the facility has been obtained from the principal or supervisor.
- 3.2.1.2 School facilities may be used for general meetings if there is no conflict with other official school use and upon proper notification.
- 3.2.1.3 Association business shall not be conducted when employees are performing their duties in the operation of the District except where approval has been extended by the District Superintendent or his/her designee. Official representatives of the Association shall report to the Administrative Office before visiting any employees on the premises of the school or district building during the hours when school is in session.

3.3 Use of District Equipment - copy machines, e-mail, and telephones - subject to the rules and regulations listed below.

- 3.3.1 School equipment may be used for Association business if there is no conflict with the official school use and upon proper notification. Approval of school use of equipment shall be obtained, prior to use, from the principal or supervisor, subject to the provisions of the District policy.
- 3.3.2 Use of school equipment for Association work shall take place after employee contractual obligations covered in the job description have been met.
- 3.3.3 Long distance phone calls shall be paid for by the employee organization.

3.4 The Association shall be entitled to the use of official bulletin boards subject to the rules and regulations listed below:

- 3.4.1 One bulletin board in each school or each department will be designated by the principal or supervisor as staff bulletin board, and communication from Curtis Creek Classified Employees directed to all employees shall be posted only on

bulletin boards so designated.

- 3.4.2 Upon posting, a copy of the communication shall be furnished to the principal or supervisor.
- 3.5 The Association shall be entitled to place short notices in the official bulletins of the schools upon approval of the school principal.
- 3.6 CSEA has the right to use any District mail service subject to the rules and regulations listed below:
- 3.6.1 The matter or material to be distributed shall relate to employer/employee relations, the business of the Association and notices regarding recognized meetings.
- 3.6.2 A copy of any bulk communications for general distribution shall be sent to the principal of each school where the communication is distributed.
- 3.7 CSEA shall have the right of reasonable release time for the purpose of meeting and negotiating and the processing of grievances.
- 3.8 Dues Deductions
- CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. Upon written authorization from CSEA, the District shall begin to deduct dues from bargaining unit members. The District shall pay to CSEA within fifteen (15) days of the deduction, all sums so deducted.
- The District shall put into effect any new or changed deductions as soon as practicable and generally within thirty (30) days after submission. There shall be no charge by the employer to CSEA for regular membership dues deductions.
- The District shall continue to deduct, in accordance with the CSEA dues for schedule, dues from the wages of all employees who are members of CSEA until notified by CSEA of the unit member's withdrawal from CSEA. The District shall refer questions about CSEA membership and dues to the CSEA Chapter President/Designee.
- 3.9 Hold Harmless

CSEA shall indemnify and save the District harmless from any and all claims, demands,

legal suits, or any other action arising from this Article.

3.10 AB 119

3.10.1 CCSD shall provide CSEA with the following contact information on all new hires into the classified bargaining unit within 30-calendar days of the first date of paid service or the first pay period of the month following the first date of paid service, whichever event occurs first. This contact information shall include the following items, with each field in its own column.

- First Name
- Middle Initial
- Last Name
- Suffix (e.g. Jr., III)
- Job Title/Classification
- Department
- Primary Worksite Name
- Work Telephone Number
- Work Extension
- Home Street Address (incl. apartment #)
- City
- State
- Zip Code (5 or 9 digits)
- Home Telephone Number (10 digits)
- Personal Cellular Telephone Number (10 digits)
- Personal Email Address
- First Date of Paid Service
- Employee Number as Assigned by CCSD

3.10.2 CCSD shall also provide CSEA with a list of the above-referenced information for all classified employees in the CSEA bargaining unit on the last working day of October, February, and June.

3.10.3 CCSD shall provide this information to CSEA electronically via a mutually agreeable secure FTP site or service.

3.11 Notice and Release Time for CSEA Chapter President

3.11.1 The District and the CSEA Chapter President will mutually agree on a day to hold New Employee Orientations three to five working days prior to all new-employee

orientations. The required notice may be shortened when the District has an urgent need critical to its operations that was not reasonably foreseeable.

3.12 New Employee Orientation

- 3.12.1 “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 3.12.2 “Newly hired employee” or “new hire” within this section means any classified employee hired by CCSD in a CSEA bargaining unit position, whether permanent, full time, or part time, and who is still employed as of the date of the new employee orientation.
- 3.12.3 The orientation session shall be held on CCSD property during the workday of the classified employee(s), who shall be on paid time.
- 3.12.4 During CSEA’s orientation session, no District manager, supervisor, or non-unit employee may be present unless requested by CSEA or the unit member.
- 3.12.5 The District shall put into effect any new or changed deductions as soon as practicable and generally within thirty (30) days after submission. There shall be no charge by the employer to CSEA for regular membership dues deductions.
- 3.12.6 The District shall continue to deduct, in accordance with the CSEA dues fee schedule, dues from the wages of all employees who are members of CSEA. The District shall refer questions about CSEA membership and dues to the CSEA Chapter President/Designee.
- 3.12.7 CCSD shall schedule fifteen minutes during the New Employee Orientation during the workday of the CSEA Chapter President or designee. The CSEA Chapter President or designee, at his or her discretion, may meet personally with the new unit member or participate electronically in the new employee orientation. The CSEA Labor Relations Representative may also attend the orientation session.

ARTICLE IV: AGENCY SHOP

4.1 Hold Harmless:

- 4.1.1 CSEA agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before PERB.

ARTICLE V: TERMS AND CONDITIONS OF EMPLOYMENT

- 5.1 All persons employed in positions not requiring certification shall be members of the bargaining unit as provided in Section 1.1 of this Agreement.
- 5.2 All employees shall be given a title, a description of duties and responsibilities, hours to be worked, workdays per year, salary schedule placement, vacation and sick leave accruals, benefit eligibility, and the minimum eligibility requirements for employment. A document including the above described information shall be provided to each unit employee at the beginning of each work year or at the time of their initial employment with the District.
- 5.3 A seniority list shall be available to the Association once a year by August 1 for the previous school year, or at any time upon the reasonable request of the Association. The District agrees to notify the Association President in writing, within ten (10) days following board approval of new hires, changes of classifications/assignments, or release of unit members.

ARTICLE VI: HOURS

- 6.1 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. Employees' work week during the summer shall normally consist of four (4) consecutive days, Monday through Thursday, of ten (10) hours per day and forty (40) hours per week. The regular workday and workweek may be extended on an overtime basis.
 - 6.1.1 All hours scheduled and worked shall be rounded up to the nearest quarter hour.
- 6.2 Employees' work weeks during the summer shall normally consist of four (4) consecutive days, Monday through Thursday, of ten (10) hours per day and forty (40) hours per week and shall commence on the first Monday, after the last day of school. Employees will return to an eight hour day the first full week prior to school starting. The regular workday and work week may be extended on an overtime basis.

- 6.2.1 Any employee who agrees to work beyond his or her normal assignment shall be compensated for all hours worked.
- 6.3 In the event that the District must host students during the summer, the District shall notify employees in writing at least two full work weeks before the last day of school if they shall be required to work a normal work week throughout summer consisting of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty hours per week. If no notice is received two full work weeks before the last day of school, employees shall adhere to a schedule of summer hours as defined in 6.1.
- 6.4 All employees working more than five (5) hours per day shall be entitled to a lunch period of not less than one half (1/2) hour. Lunch periods shall be granted at approximately the midpoint of the work shift, if possible. The Administration shall schedule all shifts for five hours or more to include an additional period of not less than thirty (30) minutes as an unpaid lunch. Any unit member working a ten-hour shift shall have thirty (30) minutes of the shift as a paid lunch.
- 6.5 Breaks
 - 6.5.1 Employees working three (3) consecutive hours but no more than six (6) consecutive hours shall be entitled to a minimum of fifteen (15) minutes of break.
 - 6.5.2 Employees working more than six (6) hours per day shall be entitled to at least two (2) rest breaks totaling a minimum of thirty (30) minutes during their workday.
 - 6.5.3 Insofar as practice, rest breaks shall be scheduled in the middle of the work period.
- 6.6 An employee who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive days or more shall have their basic assignment changed to reflect the longer hours.
- 6.7 Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.
- 6.8 Any employee called back to work to perform unscheduled work which does not continuously precede or follow an employee's regular scheduled shift shall receive a

minimum of two (2) hours pay at the appropriate rate.

6.9 Overtime:

- 6.9.1 Notwithstanding the provisions of Section I of this Article, the workweek shall consist of not more than five (5) consecutive days for any employee having an average workday of four (4) hours or more during the workweek. Such employee shall be compensated for any work required to be performed on the sixth or seventh day following commencement of the workweek at a rate equal to one and one-half (1-1/2) times the regular hourly rate of pay for the employee performing the work.
- 6.9.2 An employee having an average workday of less than four (4) hours during a workweek shall, for any work performed on the seventh day following the commencement of their workweek, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay for the employee performing the work.
- 6.9.3 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay plus holiday pay for those eligible.
- 6.10 Minimum days for students shall not be a loss of time for employees.
- 6.11 For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be considered as hours worked, with the exception of overtime.
- 6.12 Any full time employee whose assigned work shift commences between 1:00 p.m. and 10:00 p.m. shall receive a shift differential in the form of an assigned shift of seven and one-half (7-1/2) hours for which he/she shall be paid for eight (8) hours at the regular rate.
- 6.13 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the employing district. Employees shall be able to request balances of compensatory time by way of the district office. Employees requesting to utilize any earned compensatory time shall be notified of approval or denial with seven (7) dates of submitting request. If no approval or denial is given within 7 days, the requested day off shall be granted. If

compensatory time off is not granted or taken with this twelve (12) month period, it shall be paid to the employee at a rate equal to time and one-half the regular rate of pay of the employee.

- 6.14 Assigned shifts shall not be changed without consultation between the District, the affected employee and notice given to the Association.

6.14.1 For employees working on non-student attendance days, temporary changes may be made to assigned shifts after review and agreement by all affected employees and written notice to the Chapter President and or CSEA Representative.

- 6.15 No employee shall have his/her assigned hours reduced without the mutual written agreement of the District and the Association. No employee shall have his/her assigned hours increased without consultation between the District and the Association.

- 6.16 Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

If the language in Education Code Section 45203 governing the payment of classified employees for teacher training days is subsequently modified by the legislature, the parties agree that the language contained herein will sunset with the effective date of any new legislation.

- 6.17 Procedure of Assigning Additional Hours: Offer in descending order of seniority beginning with the most senior employee in the class.

- 6.18 Substitutes:

6.18.1 The District shall attempt to provide a substitute for any classified employee during his/her absence.

- 6.19 No classified bargaining unit position or combined assignment shall be established which has an overall workday of less than two (2) hours in duration (which can be split) without prior notification to the Association and an opportunity to bargain the workday of said position.

- 6.20 Canceled Schooldays: A classified employee, who receives their salary for contracted

days/hours on a canceled school day, shall be available to the district if the need arises.

6.20.1 A classified employee will not be harmed of their contracted days/hours due to Canceled school days. If the classified employees who were paid on the canceled school days/hours, and the District has scheduled makeup days/hours, the classified employee shall work the make-up days/hours without additional compensation.

6.20.2 A classified employee who worked additional days/hours above and beyond their contracted days/hours on canceled school days, shall receive additional compensation if he/she worked on the canceled school days/hours.

6.21 Delayed Start: The following subsections are applicable for days where a delayed start to the normal school day has been declared by the Superintendent or designee:

6.21.1 For the purpose of this Article, “affected employee” is defined to be an employee whose contracted start time is at or earlier than the delayed start student start time. For example, an employee whose start time is 9:15 would not be considered an affected employee for a one-hour delay that moves student start time from 8:00 to 9:00, but would be an affected employee for a two-hour delay as now the employee start time (9:15) is earlier than the student start time of 10:00.

6.21.2 For the purpose of this Article, “delayed start report time” is defined as follows:

For a one-hour delayed start, the “delayed start report time” for an affected employee is one hour later than their normal start time or the delayed student start time, whichever is earlier.

For a two-hour delayed start, the “delayed start report time” for affected employees is two hours later than their normal start time or the delayed student start time, whichever is earlier.

6.21.3 Employees not affected by the delayed start shall report at the employee’s normal start time.

6.21.4 On days where the Superintendent or designee has declared a delayed start time, affected employees are expected to arrive at the worksite at their “delayed start report time.” If affected employees arrive prior to or at their “delayed start time,” they shall be compensated for all regular contracted hours.

If affected employees arrive later than their “delayed start time,” to account for the hours between their arrival to the worksite and their “delayed start time,” employees may use vacation, compensatory or personal necessity time with the approval of their supervisor.

6.21.5 Affected employees who are arriving later than their contracted start time shall notify the district of their anticipated arrival time to the worksite in one of the following manners:

6.21.5.1 Affected employees who are arriving later than their contracted start time may email their direct supervisor (or designee) and include the district designated person responsible for accounting for employee absences as a cc: to the email, OR;

6.21.5.2 Affected employees who are arriving later than their contracted start time may call or text the district designated person responsible for accounting for employee absences.

6.21.6 It is each unit member’s responsibility to monitor their work email or the district parent communication feed (i.e. ParentSquare) to determine the status of any delayed start.

ARTICLE VII: PERSONNEL FILES & EVALUATIONS

7.1 The term “personnel file” shall include all material maintained by central district administration offices. The district shall comply with Education Code 44031, with regard to the maintenance of personnel files.

7.2 Information of a derogatory nature except for ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination shall not be entered or filed unless the employee is given notice and an opportunity to review and comment thereon. An employee has the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

7.3 Any material of a derogatory nature or which could possibly adversely affect the employee’s employment status must be signed and dated by the originating person. Anonymous documents, letters, or other materials shall not be filed. Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee’s personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to

the material.

- 7.4 An employee may examine his/her own personnel record file. Such inspection will take place in the office where the files are maintained, during normal business hours and without loss of pay and in the presence of the administrative officer who is responsible for maintaining the files. Employees shall have the right to authorize, in writing, a representative to examine their personnel file and obtain copies of items within the file.
- 7.5 All personnel files shall be kept in confidence and shall be available for inspection only to management and the employee or his/her association representative if authorized by the employee.
- 7.6 Evaluation: No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be made based upon the direct observation and knowledge of the evaluator who may receive input from employees acting in a Lead position or from classroom instructors wherever appropriate. The Evaluation Form shall have four (4) designations for performance: 1) Exceeds Expectations; 2) Meets Expectations, 3) Needs Improvement; and 4) Unsatisfactory. Unit members will be evaluated by the site administrator or District supervisor on District forms and an evaluation conference shall be scheduled between the unit member and the evaluator during the working hours of the unit member.
- 7.6.1 Probationary Employees: All probationary employees shall serve a probationary period of six months or 130 days, whichever is longer. Probationary unit members shall be evaluated at least two (2) times during the probationary period on or about the second and fourth month of employment.
- 7.6.2 Permanent Employees: Each permanent unit member shall be evaluated at least once every two (2) years prior to June 1st, unless he or she has received one or more "Unsatisfactory" ratings in any category on the previous year's evaluation.
- 7.6.3 Any unit member appointed to a new classification (with the exception of a mutually agreed upon reclassification) shall serve a probationary period of three (3) months in the new classification and shall be evaluated in accordance with Section 7.6.1 above. Any unit member who is appointed to a new classification and fails to successfully complete their probationary period, shall return to their former classification.
- 7.6.4 When "Needs Improvement" or "Unsatisfactory" ratings are indicated on the evaluation form, the evaluation shall include specific written recommendations

for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation within ten (10) working days per above Section 7.3.

7.6.5 Repeated inability to correct deficiencies by a unit member may result in disciplinary action, including but not limited to, suspension, demotion and/or dismissal.

7.6.6 Grievance Procedure: The Association and any employee in the bargaining unit shall have the right to utilize the grievance procedure provided in this Agreement for resolving any dispute arising under this Article.

ARTICLE VIII: HEALTH AND WELFARE BENEFITS

8.1 Effective July 1, 2025, the benefit contribution of the District toward Health and Welfare Benefits shall be \$13,000 retroactive to July 1, 2025, per employee prorated pursuant to Section 8.2 of the collective bargaining agreement.

8.1.1 Health, dental and vision benefits shall be selected from available plans administered through the California's Valued Trust.

8.2 Employees whose assigned hours are less than eight (8) hours and more than three (3) hours per day shall qualify to receive medical, dental, and vision coverage. The District shall pay the monthly cap on medical and dental and vision coverage on a prorated basis for eligible part-time employees. In calculating the District's contribution per employee, the District shall include medical, dental and vision costs toward the maximum contribution amount of \$13,000 provided for in Section 8.1 of this Article. This shall include coverage during the summer recess period.

8.3 If the active employment of an employee is terminated, his/her health, dental, and vision insurance may be continued through COBRA for the period provided by law at the employee's expense after the end of the first month of the employee's active service with the District.

8.3.1 Full time District employees whose medical plans place them under the Health and Welfare benefit cap may elect to receive their differential in either a 403b contribution program or a 529 program. The 403b program and 529 program will need to be set up by the employee and worked through the District.

- 8.3.2 Part time District employees who would like to receive their prorated share of the cap differential in a 403b contribution program or a 529 program must enroll in all medical, dental and vision plans. The 403b program and 529 program will need to be set up by the employee and worked through the District.
- 8.3.3 Any District employee whose medical, dental and vision plans places them under the Health and Welfare benefit cap may elect to have their differential paid out in cash every month through payroll. Employees must choose one of each medical, dental and vision plans to receive the differential.
- 8.4 Employees who are on an approved leave of absence without pay may retain District health and welfare benefits at their cost provided they make arrangements in advance with the Business Office to pay the total premium.
- 8.5 Employees shall retain District paid health and welfare benefits, upon retirement or disability, as noted herein.
 - 8.5.1 For classified employees hired on or before December 31, 1980, who have served the District for ten (10) or more consecutive years and wish to retire at age fifty-five (55), the District will pay fifty percent (50%) of their medical insurance cost. If retiring at the age of sixty (60) with service to the District of at least ten (10) years, the District will pay one hundred percent (100%) of all medical insurance until the classified retiree turns sixty-five (65) years of age. The insurance must be comparable to the plan taken the last full year of employment.
 - 8.5.2 Classified unit members hired after December 31, 1980, shall retain District paid health and welfare benefits, upon retirement or disability, under the following conditions:
 - 8.5.2.1 A classified unit member who is at least fifty-five (55) years of age at the time of his or her resignation, who has served the District for fifteen (15) or more consecutive years, who resigns from the District, and retires from CalPERS shall receive the amount of the CAP that he or she was receiving at the time of his or her resignation from the District for a period of five (5) years or through and including the month the unit member reaches sixty-five (65) years of age, whichever occurs first.

- 8.5.3 In the event of the retiree's death prior to Medicare age, a single health insurance premium for his/her spouse will be continued to the date the retiree would have reached age sixty-five (65). Once retirement is effected, dependents may not be added to the insurance at District expense (e.g., if a single retiree marries, the District will continue to pay only the single premium).
- 8.5.4 Years with the District will be from the date of hire.
- 8.5.5 A retiree may purchase his/her own health insurance and receive reimbursement for the premiums not to exceed the amount of the District contribution. This amount shall be prorated based on the employee's regularly scheduled number of hours. Reimbursement shall be paid on a monthly basis until the retiree reaches the age of sixty-five (65) or five (5) years, whichever comes first. Proof of insurance must be provided to the District by September 1st annually in order to continue to receive the benefit. If the employee becomes uninsured the District benefit will immediately end.
- 8.6 If an employee retires earlier than age fifty-five (55), the retiree may maintain coverage by paying the full monthly premium to the District in advance.

8.7 Employee Opt-out Options

8.7.1 Subject to the terms of the contract with the insurance provider, whereas the terms of the insurance provider, allows for a specific number of employees to opt-out of the mandated insurance, the following shall determine which employees may elect to opt-out of receiving medical insurance, The district shall meet and confer with CSEA to establish the number of classified employees who may opt-out of insurance. This number will be established by multiplying the rate provided by the "insurance provider" by the number of Full-Time Equivalents that are in the affected insurance group. Herein the availability to opt-out of receiving medical insurance is referred to as an "opt-out option."

8.7.1.2 The district and CSEA will meet and agree upon a seniority chart that ranks each employee from most senior to least senior based on hire date. In case of the same seniority dates, seniority will be determined by random draw,

8.7.1.3 For the initial allocation of opt-out options, the opportunity to opt-out shall be offered in the order of seniority with the most senior being offered the first opt-out option and continuing until all opt-out options are filled.

8.7.1.4 When a new opt-out option becomes available, either through an employee who is opting out who decides to begin receiving medical benefits, or through the addition of another opt-out option through insurance policy change or position growth within the district, the available opt-out option shall be offered to the most employee with the most seniority who is not currently opting-out of medical benefits and continue until all opt-out options are filled or until all employees have been offered the opt-out option.

8.7.1.5 Available opt-out options shall be offered beginning August 1 of each school year, first offered August 1, 2026.

8.7.1.6 Employees who are offered an opt-out shall have 72 hours to respond to the opt-out option or their default answer will be considered "status quo" and the next senior employee will be offered the position. (This clause is to allow for the offering of the opt-out option to the most number of employees).

Regardless of an employee's opt-out option, all employees must take the offered dental and vision policies.

8.7.1.8 Employees opting-out of medical coverage are still responsible for any "opt-out premium" the district may be billed by the insurance provider.

8.7.1.9 At any time, if the insurance provider's contract with the district changes that alters the availability for employees to Opt-out, 8.7 shall be immediately stricken from this Agreement and the District and CSEA shall meet to negotiate new terms to address the opt-out clause. The remainder of this Agreement shall remain in full force and effect.

8.7.1.10 Employees who chose to opt-out of receiving medical insurance must provide to the District proof of qualifying medical coverage through another source.

8.7.1.11 Nothing in the section shall be construed to allow an employee to "bump" another employee from their opt-out status based on seniority. Employees may only be removed from their opt-out status by voluntarily taking medical benefits or due to a reduction of opt-out availability due to a reduction in the number of employees in the insurance group or a change in the contract with the insurance provider.

ARTICLE IX: VACATION AND HOLIDAYS

VACATION

9.1 Regular twelve (12) month employees shall be granted vacation leave on the following basis:

Employed one to five years	12 working days
Employed six to ten years	15 working days
Employed eleven+ years	20 working days

9.1.1 Classified employees working ten (10) months or eleven (11) months are entitled to one (1) day per month.

9.1.2 Guidelines for workdays are as follows:

Twelve (12) months	240 or more workdays (includes vacation & holidays)
Eleven (11) months	218-239 workdays
Ten (10) months	180-217 workdays

9.2 All vacations shall be taken at a time that is convenient for the District in that regular work schedules are met without interruption or hiring of additional help, if at all possible.

9.3 Requests for vacation time must be made in writing and approved at least ten (10) days prior to taking such leave. (Request forms available.) All vacation earned during the fiscal year must be taken with the approval of the Supervisor. If there is a conflict in scheduling, preference shall be given to the most senior employee. Approval or denial of requested vacation time shall be provided to the unit member in writing in no more than 7 days after the unit member submits the written request.

9.4 Requests will be made to direct supervisors and vacation will be coordinated through the District Office to assure full crews where needed.

9.5 Effective July 1, 2016, vacations are to be used within a twelve (12) month period after it has been accrued. Twelve (12) month employees may carry over not more than one school year of accumulated vacation time. Any vacation time accrued in excess of that amount must either be taken during the following school year or the employee will be paid for unused excess time at the end of that school year.

9.6 If an employee leaves the service of the District prior to the taking of any earned vacation to which he/she is entitled, the District shall either pay such employee a lump sum for such earned but unused vacation credit, or give such employee compensatory time off with pay prior to his/her official leave or dismissal from service, at the discretion of the District.

- 9.7 Probationary classified employees shall not be entitled to take any such earned vacation credit until they have completed their probationary period of six (6) months.
- 9.8 Utilization of Vacation: Each employee in the bargaining unit may utilize up to five (5) days of earned vacation during the regular school year as a supplement to or in place of leaves listed herein. Vacation days used for this purpose must have prior approval of the Superintendent or his/her designee, and be scheduled at mutually acceptable times. If more than one employee requests the same day off and it presents a hardship to the District, the most senior employee making the request shall receive priority consideration for the utilization of vacation days.

HOLIDAYS

- 9.9 Employees shall be entitled to the following paid holidays provided they are in a paid status during any portion of their regular assigned working day immediately preceding or succeeding the holiday:

Independence Day *12 Month Employee Only

Labor Day

Veteran's Day

Day before Thanksgiving Day (in lieu of Admission Day)

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Eve *12 Month Employee Only

Christmas Day

New Year's Eve *12 Month Employee Only

New Year's Day

Martin Luther King Day

Lincoln's Birthday

President's Day

Memorial Day

Juneteenth

*Employees working in addition to their regular assignments shall be entitled to holiday pay in accordance with article 9.11 (example: an employee working extra days for Summer School employee who is working the days before and after Juneteenth).

- 9.9.1 Every day declared by the President or Governor of this state as a public fast, Thanksgiving holiday, or any day declared a holiday by the Governing Board under Education Code Section 37220 or its successors, shall be a paid holiday for all employees in the bargaining unit.

- 9.10 Regular employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two (2) holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 9.11 When a holiday herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When any classified employee is required to work on any of said holiday, he/she shall be paid compensation or given compensating time off, for such work at a rate of time and one-half (1-1/2) of the employee's regular rate of pay in addition to the regular pay received for the holiday. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off or other paid leave of absence shall be considered as time worked by the employee.
- 9.12 Regarding the week of Spring Recess:
- 9.12.1 Employees scheduled to work during the Spring Recess period will be scheduled for five days at eight (8) hours per day.

ARTICLE X: LEAVES

- 10.1 "Paid Leave of Absence" means that an employee shall be entitled (a) to receive wages and fringe benefits, including, but not limited to, insurance and retirement benefits, (b) to return to the same classification which he/she enjoyed preceding the commencement of the leave.
- 10.2 "Unpaid Leave of Absence" means that the employee shall be entitled to the same benefits accorded employees who are on paid leave.
- 10.2.1 Benefits in 10.1(a) will continue for sixty (60) days.
- 10.2.2 Employee shall be entitled to the same benefit as 10.1(b) above, at which time the employee may continue payments.
- 10.3 General Leaves:
- 10.3.1 General leaves of absence may be granted, if the period does not exceed twelve

(12) months on the request of the employee and approval of the Board of Trustees.

10.3.2 When sick leave, vacation, compensating time off or other available paid leave is used in conjunction with temporary disability benefits derived from worker's compensation, it shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits.

10.3.3 A classified employee may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, as long as the employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination.

10.4 Prolonged Illness or Injury:

10.4.1 Every classified employee employed five (5) days a week for a full year by the District shall be entitled to twelve (12) days sick leave for illness or injury, or entitled to the number of days equal to the number of months worked per year. School year employees shall be entitled to ten (10) days sick leave per year. For the purpose of this section, months are defined as:

Twelve (12) months	240 or more workdays (includes vacation & holidays)
Eleven (11) months	218-239 workdays
Ten (10) months	180-217 workdays

10.4.2 If such employee does not take the full amount of leave allowed in any regular year under this Section, the amount not taken shall be accumulated from year to year with such additional days as the Governing Board may allow.

10.4.3 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for sick leave need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year.

10.4.4 A regular classified employee shall, once a year, be credited with a total of one-hundred (100) working days of paid sick leave, including days to which he/she is entitled under Section 45191, of the California Education Code. Such days of paid sick leave, in addition to those required by Section 45191, shall be compensated at not less than fifty (50) percent of the employee's regular salary. The paid sick leave authorized shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

- 10.4.4.1 A classified unit member may use the one-hundred (100) working days of Paid Leave for his or her illness only. A classified unit member may not use the one-hundred (100) working days of Paid Leave to care for the illness or injury of another family member.
- 10.4.4.2 When a classified unit member has exhausted all paid sick leave and the one-hundred working days of paid leave, the Governing Board shall place the employee on the thirty-nine (39) month reemployment list unless the Governing Board, at the unit member's request, grants him or her an unpaid leave of absence.
- 10.4.5 Each absence shall be verified on the form provided by the District; after more than three (3) days because of accident or illness, the District reserves the right to require such proof as may be necessary.
- 10.4.6 The District shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the diagnosis, care, or treatment of an existing health condition of, or preventative care for an employee's family member. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of his or her family member.

This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. section 2606 et seq.), regardless of whether the employee receives sick leave compensation during that leave.

As used in this section, "family member" means: (1) a child, meaning of a biological, foster, or adopted child, a stepchild, a legal ward, or a child to whom the employee stands in loco parentis; the definition of a child is applicable regarding of age or dependency status; (2) a "Parent" meaning a biological, foster, or adoptive parent, a stepparent, or a legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; a grandparent; a

grandchild; a sibling.

10.5 Transfer of Accumulated Sick Leave:

The District will transfer accumulated sick leave of a new employee from the District of previous employment if the new employee meets each of the following criteria.

- 10.5.1 The employee was employed by a California school district, county superintendent of schools or community college district for a period of one (1) calendar year or more.
- 10.5.2 The person's employment with the school district, county superintendent of schools or community college district was terminated for reasons other than an action initiated by the employer for cause; and
- 10.5.3 The person commences work with the Curtis Creek School District within one (1) calendar year of the termination of his or her former employment with the school district, county superintendent of schools or community college.

10.6 Industrial Accident or Illness Leave:

- 10.6.1 Employees of the classified service are entitled to Industrial Accident or Illness Leave subject to the following:
 - 10.6.1.1 Allowable leave shall be for not less than sixty (60) working days in any one fiscal year for any one accident or illness.
 - 10.6.1.2 Allowable leave shall not be accumulative from year to year.
 - 10.6.1.3 Leave will commence on the first day of absence.
 - 10.6.1.4 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
 - 10.6.1.5 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap in 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.

10.6.1.6 Industrial Accident or Illness Leave of Absence is to be used in lieu of Illness or Injury Leave of Absence. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used.

10.6.2 When all available leaves of absence, paid or unpaid, have been exhausted following an industrial accident or illness, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.

When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of a lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

10.7 Maternity Leave:

10.7.1 Any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom, the length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

10.7.2 Disabilities caused or contributed to the pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

10.7.3 This section shall be construed as requiring the Governing Board of the school district to grant leave with pay, as set forth in District policy and applicable law, in order that leaves of absence of disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leave for illness, injury, or disability.

10.7.4 The employee and her physician shall determine the date of the beginning of the leave. The leave will terminate upon a doctor's release stating the employee may

return to work.

10.7.5 Such employees may use all her sick leave, including accumulated sick leave, for such absences.

10.7.6 If the employee is still medically unable to return to work and has exhausted all of her current and accumulated sick leave, the employee is entitled to use the remainder, if any, of her one-hundred (100) working days of paid sick leave pursuant to Article 10.4.4 and Education Code Section 45196 for maternity leave.

10.7.7 If the employee exhausts all paid leave entitlements during her maternity leave, the employee is entitled to additional periods of unpaid leave as provided for by the California Pregnancy Disabilities Act and the Family Medical Leave Act, to the extent such leave remains available.

10.8 Parental Leave:

10.8.1 Employees who have been employed for at least twelve (12) months are entitled to twelve (12) workweeks for parental leave pursuant to the California Family Rights Act and Education Code section 45196.1. If the eligible employee continues to be absent from his or her duties on account of parental leave after all available sick leave, including accumulated sick leave, is exhausted, the District shall compensate the employee at no less than fifty (50%) of the employee's regular salary for any of the remaining portion of the twelve (12) workweek period in which the absence occurs. Such differential pay shall not take effect until all sick leaves are exhausted. Parental leave shall not exceed twelve (12) workweeks within any twelve (12) month period and the remaining terms of the leave shall be consistent with the California Family Rights Act regulations.

10.8.2 If an employee's leave set forth in Article 10.8.1 has been exhausted or is unavailable because the employee has not been employed with the District for at least twelve (12) months, the employee may request to use his or her differential leave as set forth in Article 10.4.4, to the extent available, to care for his or her immediate family following the birth or adoption of the employee's child as "child" is defined in FMLA/CFRA Regulations. The Governing Board, upon the recommendation of the Superintendent, shall have the right to determine, based upon the individual circumstances involved, whether to authorize the employee to use his or her differential leave for this purpose.

The superintendent shall have the right to determine, based upon the individual

circumstances involved, whether to authorize the employee to use his or her differential leave for this purpose.

10.9 Personal Necessity Leave:

10.9.1 Eight (8) days of leave of absence for illness or injury may be used by the employee, at his/her election, in cases of personal emergency, including any of the following:

- 10.9.1.1 Death of a member of the immediate family. (In addition to normal bereavement leave.)
- 10.9.1.2 Appearance in court as a litigant, or as a witness under official order.
- 10.9.1.3 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as defined below, if such emergency is such a nature that the immediate presence of the employee is required during his/her work day.
- 10.9.1.4 A serious illness requiring hospitalization of a member of the immediate family as defined in 10.11.1.1 below.
- 10.9.1.5 The purpose of this Section is to allow emergency leave for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and which cannot be dealt with during off-duty hours.

10.9.2 Of the eight (8) days listed in 10.9.1 above, five (5) of those days may be used solely at the discretion of the employee. In order to utilize those five (5) discretionary days, the unit member must notify the District Office at least two (2) workdays prior to the scheduled day of leave. The District requests that an employee provide the District with as much advance notice as possible.

10.10 Child Rearing Leave

Upon formal application to the Superintendent, an employee may apply for and shall be granted child rearing leave as follows:

- 10.10.1 After the birth of the child, a classified employee shall be entitled to use his or her current and accrued sick leave as well as differential leave until such time as the doctor releases the employee or the employee's spouse to return to work.
- 10.10.2 Once a doctor releases the employee or the employee's spouse to return to work, the employee may:
- 10.10.3 Upon the adoption of a child, or prior to the adoption if necessary to fulfill the requirements for adoption, any classified employee may use their FMLA/CFRA leave and/or their paid leave as set forth in this section governing child rearing leaves, and/or Article 10.8, if applicable.
- 10.10.4 Upon the acceptance of a foster care child, any classified employee may use their FMLA/CFRA leave and/or their paid leave as set forth in this section governing child-rearing leaves.
- 10.10.5 Any such employee taking a leave of absence under this section shall be assured of return rights to his/her position in his or her current classification.

10.11 Bereavement Leave of Absence:

- 10.11.1 Classified employees shall be granted necessary leave of absence, not to exceed three (3) days or five (5) days if travel out of state is required, on account of the death of any member of his/her immediate family.
 - 10.11.1.1 Immediate family being defined as mother, mother-in-law, stepmother, father, father-in-law, stepfather, spouse, son, daughter, brother and brother-in-law, stepbrother, grandchildren, sister and sister-in-law, stepsister, grandfather, grandmother, aunt, uncle or cousin of the employee or his/her spouse, son-in-law, and daughter-in-law, of the employee, registered domestic partner of the employee, or any relative living in the immediate household of the employee.
 - 10.11.1.2 No deduction shall be made from the salary, nor shall such leave be deducted from leave granted by other Sections of this Agreement or District Policies.

10.12 Jury Duty/Litigation Leave:

- 10.12.1 Whenever a classified unit member receives notice to serve as a juror in either state or federal court (does not include service for the Grand Jury), a summons, or a subpoena, the unit member shall immediately notify his or her Site Administrator.
- 10.12.2 For jury duty, the unit member is encouraged to defer such service to a non-contract time.
- 10.12.3 A unit member, who misses a scheduled workday (does not include overtime opportunities) because he or she is required to serve as a juror, shall receive his or her regular pay.
 - 10.12.3.1 In order to receive her/his regular pay, the unit member shall submit to the Superintendent any juror fees received. The unit member is not required to submit any mileage or other expense reimbursements received. If the unit member fails to submit to the Superintendent the juror fees he or she received, the unit member shall receive only the difference between the employee's regular earnings and the amount she/he receives for juror fees.
- 10.12.4 A unit member, who misses a scheduled workday (does not include overtime opportunities) because (1) he or she is required to appear as a witness in a civil or administrative matter which is directly related to his or her employment with the District or (2) is named as a party in an administrative matter initiated by the District, shall receive his or her regular pay. This section does not apply if the unit member has (1) initiated a civil or administrative action against the District, (2) is a defendant in a criminal matter, or (3) is a party or a witness in a civil or administrative matter which is not directly related to his or her employment with the District.
 - 10.12.4.1 In order to receive her/his regular pay, the unit member shall turn over to the Superintendent any fees received. The unit member is not required to submit any mileage or other expense reimbursements received. If the unit member fails to turn over to the Superintendent the fees, the unit member shall receive only the difference between the employee's regular earnings and the amount she/he receives for fees.

10.13 Military Leaves:

10.13.1 An employee shall be entitled to any military leaves provided by law and shall retain all rights and privileges granted by law rising out of the exercise of military leave. After the receipt of orders, the employee shall notify his/her immediate supervisor, on the next working day, and provide a copy of these military orders.

10.13.2 In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to twelve (12) days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at thirty (30) percent or higher by the U.S. Department of Veterans Affairs subject to the requirements of Board Policy and Administrative Regulation 4261.1. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked.

10.14 Association Leave:

10.14.1 CSEA delegates shall be granted time off to attend the CSEA Conference, which is held in the summer months. Five (5) days without loss of pay shall be granted to two (2) delegates.

10.15 Parental Leave:

Employees who have been employed for at least twelve (12) months are entitled to twelve (12) workweeks for parental leave pursuant to the California Family Rights Act. If the eligible employee continues to be absent from his or her duties on account of parental leave, the District shall compensate the employee at fifty (50%) of the employee's regular salary for any of the remaining portion of the twelve (12) workweek period in which the absence occurs. Such differential pay shall not take effect until all sick leaves are exhausted. Parental leave shall not exceed twelve (12) workweeks within any twelve (12) month period and the remaining terms of the leave shall be consistent with the California Family Rights Act regulations.

ARTICLE XI: SALARY

11.1 Regular Rate of Pay:

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any shift differential required to be paid under this Agreement.

Effective July 1, 2026, Appendix A shall be amended to reflect a 2.5% increase for all wages on ranges A through Q, inclusive.

In the event another bargaining unit receives a salary increase greater than 2% or an increase in excess of \$0 towards health and welfare contributions for 2026-2027 year, the District shall grant CSEA the same total percentage and increase. Increase shall include any additional ongoing increases to salary schedules or any one-time off schedule payments.

11.1.1 Special Circumstances Duties (*moved from 15.5 and amended*)

The District has a need for classified employees to provide services to students who need assistance in duties not found in any of the classified employee job descriptions. These duties include providing personal hygiene assistance, medication administration and monitoring, and health related monitoring and assistance.

Upon request, the district will consult with unit leadership as to the assignment of special circumstance duties (personal hygiene & toileting, health related monitoring/assistance, and medication administration and monitoring); however, the District will be the sole determinant of the need for these services, the number of employees needed, and which employee(s) are assigned to special circumstances duties.

The District will provide all training necessary for the classified employees who accept this assignment.

Employees shall not be required to sign up for Special Circumstance Duties.

Employees who are providing these services must notify their direct supervisor forty-eight hours in advance of opting out of providing special circumstance duty

services.

Employees providing these services will receive \$10.00 per day in additional compensation for each day that the employee is at work when students are on campus. There will be no loss of pay if that student is absent.

Employees receiving the additional compensation are expected to perform the services being compensated for and may not opt out of providing services on a case by case basis.

- 11.2 Employees who start service on or before February 1 will be allowed to advance a step on the salary schedule at the beginning of the following fiscal year. A maximum of six (6) years' experience on the schedule may be allowed for a new employee.
- 11.3 Longevity: Upon completion of five (5) years of service to the district, longevity shall be granted to employees and paid in equal payments with the employee's pay election cycle beginning in the subsequent year as follows:
- a. Upon completion of five (5) years of service, \$600 annually.
 - b. Upon completion of seven (7) years of service, \$900 annually.
 - c. Upon completion of nine (9) years of service, \$1,500 annually.
 - d. Upon completion of eleven (11) years of service, \$2,100 annually.
 - e. Upon completion of thirteen (13) years of service, \$2,500 annually.
 - f. Upon completion of fifteen (15) years of service, \$3,000 annually.
- 11.3.1 Longevity payments are not cumulative.
- 11.4 Frequency - Once Monthly: All employees in the bargaining unit shall be paid once per month on the last working day of the month for the Tuolumne County Superintendent of Schools' Office.
- 11.4.1 All school time employees have the choice of eleven (11) or twelve (12) equal payments.
- 11.4.2 Time sheets for hours outside the contracted hours shall be submitted monthly. Any claims for hours outside the contracted hours shall be submitted within 90 days of the work performed.

- 11.5 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued in accordance with the applicable section of law-Education Code 45167. Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. Any error should be reported to the District Business Manager immediately.
- 11.5.1 When a payroll error results in the overpayment to an employee, the parties shall adhere to the provisions of Education Code sections 44042.5.
- 11.6 Promotion: Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure an increase as a result of that promotion.
- 11.7 Employees may be assigned, with their consent, to temporary duty in a higher classification and be compensated at the appropriate rate of pay not less than pay and benefits of the higher classification. Employees may be assigned, with their consent, to temporary duty in a lower classification and be compensated at the appropriate rate of pay not less than pay and benefits of their regular assignment. Employees are guaranteed return to original position with the classification to which assigned.
- 11.8 (Article Omitted)
- 11.9 Professional Growth - The policy of the District shall be to encourage continued and active participation on the part of all employees in Professional Growth activities designed to improve service to the District and the personal development of the employees.
- 11.9.1 Professional Growth is the continuous, purposeful engagement in study and related activities designed to retain and extend the high standards of classified employees.
- 11.9.2 Professional Growth is being developed if:
- 11.9.2.1 The experience reflects increased knowledge, understanding and skills in the unit member's regular assignment;

- 11.9.2.2 The experience provides background preparation for a position for which the District and the unit member believe he or she could logically pursue with the District;
- 11.9.2.3 The experience manifests personal development through alertness and responsiveness to the human and social factors of others; or
- 11.9.2.4 The experience assists in fields closely related to the unit member's regular assignment.

11.9.3 Professional Growth Credit

- 11.9.3.1 The Superintendent shall review each request and determine to grant or deny the request for Professional Growth Credit for the classes/courses within ten (10) days. The request for Professional Growth can be made at any time during the year.
- 11.9.3.2 All credit for units must meet the criteria defined in 11.9.2.
- 11.9.3.3 Hours shall be credited only if they are beyond the employee's normal work-day/work-year.
- 11.9.3.4 Courses paid for by the District do not count towards increment.
- 11.9.3.5 Classes required obtaining and maintaining a District position shall not count towards increment.
- 11.9.3.6 District Staff Development Inservice do not count towards increment.

11.9.4 Credit for Classes/Courses

TOTAL HOURS	UNITS GRANTED
15	1
30	2
45	3
60	4
75	5
90	6

- 11.9.5 Professional Growth Form: The Professional Growth Form (Appendix C) shall be submitted for preapproval prior to taking or enrolling in any class. Unit members who receive credit for a class or course taken without prior approval will not receive a stipend.
- 11.9.6 Professional Growth Stipend: Classified employees will be paid annually in September, the amount of seventy dollars (\$70) for every one (1) unit of credit. A unit member may earn and receive compensation for up to six (6) units per year. Yearly increments are cumulative and shall continue as long as the employee remains in the District.

ARTICLE XII: DRUG & ALCOHOL TESTING PROGRAM

- 12.1 Every employee in the District is expected to render service without being impaired by or under the influence of alcohol or drugs of any kind. The safety and health of students, staff and the public require that every reasonable precaution be taken to discourage substance abuse and prohibit impaired individuals from rendering service in the District.
- 12.2 Application: The provisions of this Article apply to workers whose duties include the driving of a commercial motor vehicle where a Class A or Class B driver's license is required along with job classifications designated by the District as being "safety sensitive."
- 12.3 Notice: All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion, post-accident, random, return to duty, and follow-up testing while on duty. The notice shall state that the only such tests required by the employer are those required by the Federal Highway Administration (FHWA) as set forth in Title 49 of the Code of Federal Regulations, Part 382.
- 12.4 Reasonable Suspicion Testing:
- 12.4.1 A reasonable suspicion test will be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. For suspicion of controlled substance use only, the observations may also include indications of the chronic and withdrawal effects of controlled substances.

- 12.4.2 The observations must be made by a supervisor who has received at least two (2) hours of training in identifying indicators of probable alcohol misuse plus at least two (2) hours training in identifying indicators of probable controlled substance use.
 - 12.4.3 If the reasonable suspicion observations are made by the immediate supervisor of the employee, they must be confirmed by the direct observation of another supervisor similarly trained.
 - 12.4.4 Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of a safety-sensitive duty.
 - 12.4.5 Employees for who reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
 - 12.4.6 Tests based on reasonable suspicion on alcohol misuse shall be promptly administered. If the test is not given with two (2) hours following the reasonable suspicion determination, the District shall prepare and maintain on file a statement of the reasons the test was not administered promptly. The employee shall be given a copy of any statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight (8) hours of the reasonable suspicion determination.
 - 12.4.7 A written record of the reasonable suspicion observations, dated and signed by all supervisors making the observations, must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.
 - 12.4.8 No supervisor who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.
- 12.5 Post-Accident Testing:
- 12.5.1 A post-accident test must be based upon an accident for which the employee received a citation for a moving traffic violation or where there was a loss of property or where there was injury or loss of life.
 - 12.5.2 No post-accident test for alcohol will be given more than eight (8) hours after the accident. No post-accident test for controlled substances will be given more than thirty-two (32) hours after the accident.

12.5.3 Prior to resuming duties, affected employees shall be given necessary post-accident information, procedures and instructions by the District.

12.6 Random Testing:

12.6.1 The annual percentage rate for random alcohol testing is twenty-five (25%) of the average number of affected employee positions. The annual rate for random controlled substance testing is fifty (50%) of the average number of affected employee positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations.

12.6.2 The pool of persons subject to random testing shall include all persons affected by the regulations, including persons not represented by CSEA, who fall within the guidelines established within this Article. Employees will not be recalled from approved leaves of absences for the purpose of alcohol or controlled substance testing.

12.6.3 The District may conduct random testing through a consortium with other employers. Employees subject to random testing shall be considered as part of the total pool of employees rather than individual employees of the District.

12.6.4 The selection of employees for random testing must be solely by chance.

12.6.5 The dates for random tests shall be unannounced and spread reasonably throughout the year. Each person in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the person was previously tested that year.

12.7 Testing Procedures:

12.7.1 All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40.

12.7.2 Any tests that do not comply with the requirements of this section shall be treated as negative tests.

12.8 Positive Tests:

12.8.1 A positive test for alcohol must be a confirmation test by an evidential breath

testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.01 grams of alcohol per 210 liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.

12.8.2 A positive test for controlled substances must be a confirmation test by gas chromatography-mass spectrometry techniques and must show one of the following:

- a. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
- b. 150 ng/ml of cocaine metabolite;
- c. 300 ng/ml of either morphine or codeine;
- d. 25 ng/ml of Phencyclidine; or
- e. 500 ng/ml of amphetamine or methamphetamine; and, the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.

12.8.3 No positive test for controlled substances shall be reported to the District until after necessary procedures have been complied with that offer the employee an opportunity to explain the test results, to request that the remainder of the sample be tested, and the remainder of the split sample has been tested and that result is found to be positive or that no timely request for such a test has been made by the employee.

12.8.4 If the review of the test determines that the test results are linked to over-the-counter medications, the test results will be viewed as negative.

12.8.5 The results of any tests will be handled in compliance with the Title 49 of the Code of Federal Regulations, Part 382.

12.9 Effects of a Positive Test:

12.9.1 If the positive test is an alcohol test showing an alcohol concentration of 0.01 or greater, but less than 0.04, the employee will be placed on paid administrative leave for 24 hours or, at the option of the District, the employee may be assigned to duties that are not safety-sensitive for the same time period. The employee shall return to regular duty at the end of the twenty-four (24) hour period. The District shall take no other action against the employee based solely on the test.

12.9.2 For all other positive tests, the employee shall be evaluated by a substance abuse

professional who shall determine what assistance, if any, is needed to resolve the alcohol or controlled substance problems. The employee shall not be returned to any safety-sensitive duties until the employee passes a return-to-duty test with an alcohol concentration of less than 0.01 or, in the case of a positive test for controlled substances, until a return-to-duty indicates a verified negative result for controlled substance use.

12.9.3 If it is determined that a rehabilitation program is needed, available leave due the employee may be utilized for the purposes of rehabilitation.

12.9.4 Employees returning to duty after rehabilitation shall be subject to unannounced follow-up testing of at least six (6) tests in the first twelve (12) months of return to duty.

12.9.5 Employees may be subject to disciplinary action if:

- a. Employee tests positive during probation;
- b. Employee refuses to submit to a test authorized by this Article;
- c. Employee fails to complete a rehabilitation program;
- d. Employee tests positive again within twelve (12) months of a return to duty.

12.10 Miscellaneous:

12.10.1 Employees will receive their regular pay for time required to take tests specified in this Article. The District will pay for these tests.

12.10.2 All test results shall be treated as confidential medical records.

12.10.3 Employees subject to these procedures shall receive orientation and training.

12.10.4 For the purposes of this Article, "Safety-Sensitive duty" shall refer to any duty requiring student supervision or the use of cooking appliances, tools or equipment, or motor vehicles.

ARTICLE XIII: EMPLOYEE EXPENSES AND MATERIALS

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

- 13.2 The District agrees to provide tools, equipment, and supplies reasonably necessary to employees for performance of duties. Employees shall not be required to use their own tools or equipment.
- 13.3 Should the duties of an employee reasonably require the use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- 13.3.1 In an effort to promote safety the district shall offer reimbursements for the purchase of safety footwear to bargaining unit members in the following classifications:
- \$500.00 Maintenance/Grounds, Custodians, Skilled Trades, Utility Worker
\$200.00 Food Services, and Bus Drivers.
- 13.3.1.1 Employee classes subject to the safety footwear allowance shall be required to wear safety footwear while performing these respective duties when utilizing the district's reimbursement program.
- 13.3.1.2 Employees working in multiple classifications that require different safety shoes (example: a bus driver who also works in maintenance grounds) shall be allotted both stipends to cover the need for multiple shoes.
- 13.3.2 Bargaining unit members may submit receipts for reimbursement at a maximum reimbursement of five hundred dollars (\$500.00) per school year for Maintenance/Grounds, Custodians, Skilled Trades, Utility Worker and two hundred (\$200.00) per school year for Food Service and Bus Drivers. Safety footwear must meet the requirements/recommendations of OSHA standards to be considered protective footwear.
- 13.3.3 Bargaining unit members shall be permitted to submit receipts for reimbursement within thirty (30) days of purchase or the end of the current fiscal year, whichever is sooner.
- 13.3.4 Participation for the reimbursement of safety footwear shall not be mandatory for bargaining unit members. Should the bargaining unit member elect, they may order shoes through a vendor who will invoice the district directly.

- 13.4 The District may require a medical examination as a condition of employment. Regarding continued employment, a medical examination may be required whenever application is made for a change of classification. Required medical examination costs shall be paid by the District.
- 13.5 Tuberculosis Examination: Examinations for tuberculosis shall be required every four (4) years. The cost of such examinations shall be borne by the District and shall not exceed the cost established by Tuolumne County Health Services.

ARTICLE XIV: TRANSFER VACANCIES AND NEW POSITION PROCEDURES

- 14.1 A transfer is defined as a voluntary or involuntary change in assignment from one (1) job site to another, which does not involve a change in classification or job title.
- 14.2 Job site is the location where the employee is normally assigned and performs his/her duties or the location from which he/she performs duties throughout the District.
- 14.3 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to apply to employees serving in the District. The District shall interview every internal candidate who applies and meets the minimum qualifications of the position. If not filled from inside the District, then it may be filled from outside the District or by an involuntary transfer.
- 14.4 Vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled.
- 14.5 The District shall consider and determine the following in making voluntary and/or involuntary transfers:
Classification seniority
Qualifications
Experience and recent training of the staff member
The operational and education needs of the District
- 14.6 Involuntary Transfers: Any employee may be transferred within his/her present classification to meet a program need of the District because of surplus staff. Prior to effecting an involuntary transfer, the employee shall be given a four (4) work day notice, and the initiating supervisor shall have a conference with the employee and shall consider as fully as feasible the preference of the employee. The affected employee may have a conference with the Superintendent, if requested. Involuntary transfer shall not be given

for punitive or disciplinary reasons.

ARTICLE XV: CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

- 15.1 Placement of Class: Every bargaining unit position shall be placed in a class.
- 15.2 Salary Placement: Salary placement of newly created bargaining unit positions, or classification/reclassifications shall be subject to negotiations between the District and the California School Employees Association.
- 15.3 Incumbent Rights: When a class of bargaining unit positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.
- 15.4 Classroom Aide Assignments
- 15.4.1 The District shall make a yearly schedule with start and end times and shall notify instructional aides of this schedule two weeks before the first day of school. A completed schedule including breaks and lunches will be provided for instructional aides for the new school year to be received by instructional aides on the Friday before classes begin.
- 15.4.2 The District shall send letters to instructional aides in the spring requesting their preferences for assignments, no later than June 1.

ARTICLE XVI: CHILD ABUSE REPORTING

- 16.1 When the District trains a CSEA bargaining unit employee (hereafter employee in the duties imposed by the Child Abuse Reporting Act (hereafter the Act) and so warrants to the State Department of Education, the District shall simultaneously furnish each employee so warranted with a copy of the warrant or certification sent to the State Department of Education.
- 16.2 In addition to the classifications of instructional aide, teacher's aide and teacher's assistant, specified in Penal Code Section 11165.7, the District shall provide training in the duties imposed by the Act only to employees in those classifications where the District shows, and CSEA agrees, that such training substantially serves the purposes of the Act and the State Department of Education's guidelines.

- 16.3 When the District does not train an employee in the duties imposed by the Act, the District shall report to the State Department of Education the reasons why this training is not provided and shall simultaneously furnish each affected employee with a copy of said report.
- 16.4 If the document sent to the State Department of Education, pursuant to paragraphs one or three, above, does not identify an employee by name, the copy furnished the employee will contain an additional statement so identifying the employee and stating that the employee is, or is not, required to report known or suspected instances of child abuse observed within the scope of his or her employment to a child protective agency.
- 16.5 Any employee trained in the duties imposed by the Act, as warranted to the State Department of Education, shall immediately, or as soon as practically possible, report by telephone any known or suspected instance of child abuse known or observed within the scope of his or her employment to one of the following agencies:
- The County Welfare Department
The County Probation Department
The Sheriff's Department
The Police Department
- 16.6 Without interfering with an employee's right to report to any other agency named above, the employer shall, in the course of its training, encourage employees to make such reports directly to the County Welfare Department.
- 16.7 Any employee making a report pursuant to paragraph five, above, shall prepare and send to the agency telephoned a written report on Department of Justice form SS-8572, or other form required by Penal Code Section 11168. The written report shall be sent to the agency no later than thirty-six (36) hours after the employee had knowledge of or observed the incident reported.
- 16.8 During the course of training, the District shall provide an ample supply of the forms required to make the reports pursuant to paragraph 16.7 above. An attachment shall be fastened to the front of each form and shall contain the following statement and no other: "Employees who report suspected child abuse are not required to give their employer a copy of any such report or to otherwise disclose their identity to their employer. An employee who does not wish to provide his or her home address or phone number on the report, may use a work address and phone number in filling out Section A of the report." Along with the appropriate forms, the District shall provide an ample supply of envelopes pre-addressed for mailing to the County Welfare Department and with sufficient postage

affixed.

- 16.9 The District shall also have these forms and envelopes available at convenient locations and in such a manner that employees may obtain them without individually requesting them or otherwise subjecting themselves to identification. The District shall post and maintain on all employee bulletin boards a copy of this agreement and the names, addresses and phone numbers of the agencies listed in paragraph five.
- 16.10 The District shall not require any employee making a report of suspected child abuse to provide a copy of the report to the District or to otherwise disclose his or her identity to the District or to any other person employed by the District or acting as an agent of the District.
- 16.11 No supervisor or administrator shall impede or inhibit the reporting duties specified herein or in the Act. No employee making such a report shall be subject to discipline, or have his or her working conditions altered in any manner, for making the report, except as noted in 19.2.3.
- 16.12 All training shall either take place during the employee's regular working hours at no loss of pay or benefits to the employee or, if it takes place outside of the employee's regular working hours, the employee shall be compensated at the employee's regular rate.

ARTICLE XVII: GRIEVANCE PROCEDURE

- 17.1 A grievance is defined as any complaint involving the interpretation, application, or alleged violation of this Agreement.
- 17.2 A grievant shall be an employee, employees, or California School Employees Association.
- 17.3 A day is any day in which school is in session or employees are in working status.
- 17.4 It is the intent of the parties to resolve equitable grievances at the lowest possible administrative level and to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 17.5 The immediate supervisor is the lowest level administrator/supervisor designated to administer grievances having immediate jurisdiction over the employee(s).
- 17.6 It is completely understood and agreed that nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally

with the Superintendent or his/her designee and to have the grievance adjusted without intervention by the Association; provided, however, that the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given an opportunity to be present at such adjustment and to state its views.

17.7 Procedure: Grievances shall be handled in the following manner:

17.7.1 Step One: Within twenty (20) working days after the grievant knew or reasonably should have known of the circumstances which form the basis of the grievance, the grievant may present the grievance to the immediate supervisor along with the job representative. The grievance shall be submitted orally and the supervisor will be informed that this discussion is the first step of the grievance procedure. If the grievance is not satisfactorily adjusted informally, within ten (10) workdays, the grievance may proceed to Step Two.

17.7.2 Step Two: The grievant may present directly, or with the job representative, the written grievance to the immediate supervisor (Grievance Form, Appendix D). The grievance statement shall describe the circumstances involved, the Section (s) of the contract which relate to the complaint or violation and the remedy sought. The immediate supervisor shall give a written answer to the grievance within ten (10) working days from the time the written grievance is received. The supervisor's answer shall include the following:

17.7.2.1 A complete statement of the supervisor's position and the facts upon which it is based.

17.7.2.2 The remedy or correction which has been offered.

17.7.3 Step Three: If the grievance is not settled satisfactorily at Step Two, the grievance may be appealed to the Superintendent or his/her designated representative within five (5) working days by submitting the Grievance Form (Appendix D), along with all supporting documentation. Within ten (10) working days of receipt of appeal from Step Two, the Superintendent may cause a hearing to be held. The Association or the District may request that other representatives participate in the meeting and the Association may request that other bargaining unit employees be called as witnesses. The Superintendent will give a written response within five (5) days after the meeting, or fifteen (15) days after response of the grievance.

17.7.4 Step Four: If the matter is not resolved at Step Three, the grievance shall be presented for mediation. A mediator from the State Mediation and Conciliation Service shall hear the matter and attempt to mediate a resolution. If a satisfactory

resolution is not possible, the matter will continue to Step Five.

17.7.5 Step Five: The Association shall determine at Step Five whether the Grievance will be submitted to Advisory Arbitration or in lieu of Advisory Arbitration the Association shall have the right to submit the grievance directly to the Governing Board for review and response.

17.7.5.1 If arbitration is selected, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be by lot.

17.7.5.2 The fees and expenses of the arbitrator and hearing shall be borne equally by the District and California School Employees Association. All other expenses shall be borne by the party incurring them.

17.7.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. 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.

17.7.5.4 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.

17.7.5.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties his/her findings and recommendations. The arbitrator's decision shall be advisory to the parties.

17.8 Appeal to the Board of Education: Either party may appeal the advisory decision of the arbitrator to the Board of Education, or the Association may submit directly pursuant to Section 17.7.4. The Board of Education shall hear the matter and shall render a decision within thirty (30) days of the close of hearing. The matter may be heard in either open or closed session, at the request of the employee. The decision of the Board shall be final and binding on the parties.

17.9 General Provisions:

17.9.1 If the answer is not forthcoming within the time limits established in the grievance procedure, the moving party may process the grievance to the next higher step of the grievance procedure. However, by mutual agreement, the applicable representatives of the parties may extend the time limits for a grievance for a specified period.

17.9.2 If no answer to a grievance is forthcoming within the appropriate time limits and no mutual agreement to extend the time limit in writing has been made, then the grievance will automatically proceed to the next higher step.

17.10 The California School Employees Association shall have the authority to settle grievances on behalf, and with the consent of, the grievant.

17.11 If the grievant wishes the assistance of either the Chapter President or an assigned Job Steward in pursuing his or her grievance, the District shall provide the grievant and either the Chapter President or Job Steward with reasonable release time without loss of compensation to process the grievance. The Association agrees to take such release time at a time which has the least impact on the District's instructional program where ever possible.

17.12 Any employee may at any time present grievances to his or her employer, and have such grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of a written agreement then in effect; provided that the public school employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

17.13 The exclusive representative shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, the exclusive representative shall be provided with a copy of the proposed decision for review.

ARTICLE XVIII: LAYOFF AND REEMPLOYMENT

18.1 Layoff: A layoff for the purpose of this Article shall be considered as a separation of a classified employee due to lack of funds and/or of work, pursuant to Education Code sections 45117 and 45308.

- 18.2 Order of Layoffs: Order of layoff shall be determined in accordance with the provisions of applicable law (Ed. Code, 45308). The order of layoffs within the class shall be determined by length of service, in the reverse order of seniority in the job classification in which the layoff occurs.
- 18.2.1 The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. If two (2) or more employees subject to layoff have equal seniority within the class, then the employee to receive layoff notice shall be determined by lot.
- 18.2.2 The District shall maintain a record of seniority within classifications for determining layoff and displacement rights, if any, including seniority for all classes in which affected employees have served. Upon request, the seniority record shall be made available to California School Employees Association within five (5) working days. Employees may bring to the District's attention any objection to their seniority record on or before February 1st of each year, after which the District may reasonably rely upon the published seniority records for purposes of determining the order of layoff and displacement rights, if any.
- 18.3 Notice of Layoff:
- 18.3.1 Notice of layoff shall be provided in accordance with the provisions of applicable law (Ed. Code, 45117). When the District will lay off a classified employee for the ensuing year due to lack of work or lack of funds, the District shall serve upon the employee a written notice of layoff no later than March 15, except as provided by law. A copy of layoff notice(s) will be provided to the designated CSEA representative and the CSEA Labor Relations Representative by March 15.
- 18.3.2 Upon written request, the District shall meet with California School Employees Association to meet and negotiate the effects of the proposed layoff.
- 18.4 Improper Layoff: If during the term of this Agreement it is determined that an employee has been improperly laid off and would have otherwise been entitled to employment, said employee shall be reemployed as soon as possible after the error is determined to exist and shall be reimbursed by the District for any loss of salary. Additionally, seniority, step placement, vacation, and sick leave hours shall be reinstated as if there were no interruption in service.
- 18.5 Displacement (Bumping) Rights:

- 18.5.1 An employee who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump a less senior employee in that classification. When the employee is eligible to bump into more than one classification, the employee shall bump into the equal classification. If there are two (2) classifications which he/she is eligible to bump into, it shall be the one in which the employee has the most prior service.
- 18.5.2 Seniority, for the purpose of determining bumping rights, shall include the total of the previous service in the equal or lower class being bumped into, plus service in the class from which layoff occurs, and higher classes.
- 18.5.3 An employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the employee is qualified to perform the duties thereof and provided further that the District approves such reassignment. Such employee shall maintain his/her reemployment rights as defined in this Article.

18.6 Reemployment Rights:

- 18.6.1 Reemployment rights shall be in accordance with the provisions of applicable law (Ed. Code, 45298). Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff as vacancies become available.
- 18.6.2 Laid off employees who, at the time of layoff, took voluntary demotions or reductions shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).
- 18.6.3 An employee who is laid off and is subsequently eligible for reemployment shall be notified, in writing, by the District of opening(s) for which he/she is eligible. The notice shall be by First Class Mail to the last address of the employee on record with the District.
- 18.6.4 In lieu of First Class Mail notice, the District may elect to give notice by telephone, email, or in person. If the position is refused, the District will confirm

such refusal by letter to the employee. California School Employees Association shall be given written notice of all employees offered the employment.

- 18.6.5 An employee who has received and declined two (2) offers of employment in the classification from which laid off with the same or more hours than that held at the time of layoff shall be removed from the reemployment list.
- 18.6.6 Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.
- 18.6.7 The District may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.
- 18.6.8 Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her former classification with the same number of hours. An employee given an offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within ten (10) calendar days from receipt of the reemployment offer. If the employee accepts reemployment, he/she must report to work within five (5) working days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approves a later reporting date.
- 18.7 Seniority: Seniority earned up to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the District pursuant to this article. Step placement on the salary schedule shall be the same as on the layoff date.
- 18.8 Sick Leave Hours: Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.
- 18.9 Vacation and Compensatory Time: Vacation time pursuant to Section 9.6 of this Agreement and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.
- 18.10 Fringe Benefit Continuance: With approval of the carrier(s) an employee who has been laid off shall continue to be covered with the benefits provided in Article VIII for three

(3) years with the employee paying the full costs of the benefits provided that all of the benefits previously received are continued.

18.11 Effects Negotiations: The parties agree to meet and negotiate the effects of all layoffs.

ARTICLE XIX: DISCIPLINARY ACTION

19.1 Exclusive Procedure: Discipline shall be imposed upon bargaining unit employees only pursuant to this Article.

19.2 Disciplinary Procedures:

19.2.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause as defined in Section 19.2.1.1. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes but is not limited to: dismissal, demotion, suspension, reduction in hours or class or reassignment without the employee's voluntary written consent. A letter of reprimand or counseling for the purpose of discipline are not subject to the Skelly procedure in 19.2.6.

19.2.1.1 Definitions

Unlawful discrimination, including harassment, against any student or other employee

Violating or refusing to obey state or federal law or regulation, Board policy, or District or school procedure

Falsification of any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other school district records

Unsatisfactory performance

Unprofessional conduct

Dishonesty

Neglect of duty or absence without leave

Insubordination

Use of alcohol or a controlled substance while on duty or in such close time proximity as to affect the employee's performance

Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

- 19.2.2 Except in those situations where an immediate suspension is required under the provision of this Agreement, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned, in writing, by the supervisor. Such warning shall state the reasons the supervisor may have of recommending any disciplinary action.
- 19.2.3 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of disciplinary action unless in cases of falsification or failure to disclose information.
- 19.2.4 Discipline less than discharge will be undertaken for corrective purposes only.
- 19.2.5 When charges involving any of the causes for dismissal are made against an employee, notice of such charges is to be submitted in written form by the person initiating the action, with copies to:
- 19.2.5.1 The administrator in charge of the department;
- 19.2.5.2 The employee involved.
- 19.2.6 The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial

District official (“Skelly officer”) with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for the discipline.

Notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omission upon which the action is based. A statement of the course of action taken and if it is claimed that the employee has violated a rule or regulation, such rule or regulation shall be set forth in the notice and shall include a statement of the employee’s right to an evidentiary hearing, the time within which such a hearing may be requested which shall not be less than five (5) working days, and a form, the signing and filing of which shall constitute a demand for a hearing and a denial of the charges. The notice may be served personally or by certified mail, return receipt requested, to the employee’s last known address.

19.2.7 An employee who has been recommended for suspension, demotion, or dismissal is entitled to appeal to the Superintendent.

19.2.8 An employee who has been suspended, demoted, or dismissed may appeal the dismissal to the Board of Education within fourteen (14) days after receipt of a copy of the written charges by filing the form included in the employer’s statement.

19.3 Emergency Suspension:

19.3.1 California School Employees Association and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee’s presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, the District may immediately suspend the employee for up to three (3) days.

19.4 Appeal:

19.4.1 The procedures for Board of Education appeal shall be the same as Article 17, Sections 17.7.4 through 17.7.5.5.

19.4.2 Any employee designated as a permanent employee shall be subject to

disciplinary action only for cause as prescribed by rule or regulation of the governing board, but the governing board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

19.4.2.1 The governing board shall adopt rules of procedure for disciplinary proceedings which shall contain a provision for informing the employee by written notice of the specific charges against him/her, a statement of his/her right to a hearing on such charges, and the time within which such hearing may be requested which shall be not less than five (5) days after service of the notice to the employee, and a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges. The burden of proof shall remain with the governing board, and any rule or regulation to the contrary shall be void.

19.4.2.2 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, not for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

ARTICLE XX: SAFETY

20.1 The District, Association and all employees shall conform to and comply with all health, safety, and sanitation requirements.

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

ARTICLE XXI: CONTRACTING OUT

21.1 Notice to CSEA:

21.1.1 The District shall not contract out work which is customarily or routinely performed by classified bargaining unit employees. No contract for services which shall result in any layoff and/or reduction of services for members of the bargaining unit shall be let during the term of this Agreement.

ARTICLE XXII: NEGOTIATION PROCEDURES

- 22.1 The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” as defined by Government Code section 3543.2 means at least the following: health and welfare benefits as defined by Government Code Section 53200 , leave, transfer and reassignment, safety conditions of employment, procedures to be used for the evaluation of employees, causes and procedures for discipline, organizational security pursuant to Government Code Section 3546 , and procedures for processing grievances pursuant to Government Code Section 3548.5, 3548.6, 3548.7, and 3548.8.
- 22.2 “Negotiate in good faith” means meeting, conferring, negotiating and discussing by the exclusive representatives and the public school employer in a good faith effort to reach agreement on matters within the scope of representation, and the execution of a written document incorporating any agreement reached, which document shall, when accepted by both parties, become binding.
- 22.3 The Association shall prepare and present their demands to meet and negotiate, to re-open during the term of this Agreement or for future renewals.
- 22.4 Negotiations shall take place at mutually agreeable times and places.
- 22.5 The Association shall designate no more than four (4) representatives who shall receive release time without loss of compensation to prepare for and attend negotiations.

ARTICLE XXIII: DURATION

- 23.1 Term: This Agreement shall remain in full force and effect from July 1, 2025, through June 30, 2028.
- 23.2 Reopeners: By mutual consent of the parties, any provisions of this agreement may be renegotiated at any time. Reopeners shall include: Salary, Health and Welfare Benefits, and up to two (2) articles for each party plus any additional articles to which the parties agree.

ARTICLE XXIV: EFFECT OF AGREEMENT

- 24.1 It is understood and agreed that the specific provisions contained in this agreement shall prevail over district policies, practices, and procedures and over state laws to the extent provided by State law and that in the absence of specific provisions in this Agreement

such policies, practices, and procedures are discretionary.

ARTICLE XXV: SAVINGS

- 25.1 Savings Clause: If any provision of this Agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.
- 25.2 Renegotiation: In the event of invalidation as stated in Section 25.1 above, upon request by either party, the parties agree to meet and negotiate in an effort to arrive at a replacement for such provision as soon as possible.

ARTICLE XXVI: ARTIFICIAL INTELLIGENCE

- 26.1 Definition of Technology: Technology means robotics, devices, software, or systems that directly impact bargaining unit members' job duties or working conditions, including those that may automate, alter, or monitor work performance. Routine infrastructure upgrades or general operational systems shall be negotiated if they fall within the scope of representation.
- 26.2 Artificial Intelligence shall not be the sole determinant in evaluating employee performance or productivity.
- 26.3 Employer Provision of Technology: The District agrees that, to the extent that it requires the use of any electronic devices by employees, it will pay for and provide those devices and will meet and bargain with CSEA about the usage of those devices. I am running a few minutes late; my previous meeting is running over.
- 26.4 Utilizing Personal Devices: Employees may use personal electronic devices to access District-owned technology per the District's technology use policies. However, if the District requires employees to install District technology on personal devices (e.g., apps on phone), such requirement is subject to bargaining. Employees maintain the right to disconnect outside regular work hours.
- 26.5 Advance Notice of New Technology: The Employer will provide CSEA advance notification of at least ninety (90) days prior to new technology implementation that could lead to changes to employee terms and conditions of employment, including but not

limited to: changes in work duties and/or job descriptions, changes to work schedule and/or work hours, changes to work location, transfer of bargaining unit work both within and outside of the bargaining unit, abolishment of positions or classifications, reductions of staff, reassignments, reclassifications, and/or layoffs.

- 26.6 Bargaining Due to New Technology: The District shall promptly bargain any change to working conditions due to the implementation of technology, including but not limited to: changes in or impacts thereto work duties and/or job descriptions, transfers of bargaining unit work both within and outside the bargaining unit, changes to work schedule and/or work hours, changes to work location, and abolishment of positions or classifications.

26.6.1 CSEA reserves the right to bargain any negotiable effects that arise as a result of the implementation and use of technological innovations, once such impacts become known. This reservation includes but is not limited to, the right to negotiate over any impacts or changes to work duties and/or job descriptions, transfers of bargaining unit work both within and outside the bargaining unit, changes to work schedule and/or work hours, changes to work location, impacts on employee discipline, overtime, promotional or transfer opportunities, abolishment of bargaining unit positions or classifications, reductions of staff, reassignments, reclassifications, layoffs, placement of duties in the appropriate classifications, and any other relevant terms and conditions of employment not presently known or included herein.

- 26.7 Job Training for Bargaining Unit Members

26.7.1 The District and CSEA recognize the introduction of technological changes may require the need for employees to develop different skills. To ensure that employees are adequately prepared, the District is committed, whenever necessary, to provide training programs in the use of equipment.

26.7.2 The District will provide, at no cost to the employee, re-training for affected employees when it implements new technology for current jobs. The extent and timing of such training will depend on available resources and the extent of the technological change.

26.7.3 The District will provide job training at no cost to the employee if there are new jobs that are created due to automation and technology within a department. This training will be offered to all employees working similar jobs within the department where the new jobs are created. The District will then give preference to hiring trained employees within that department for the new jobs created.

- 26.7.4 If changes in technology significantly alter the essential tasks/skills of a job, the District agrees to provide a reasonable amount of training so the incumbent can obtain the requisite skill to continue to hold the position. This training shall be conducted at the District's expense.
- 26.8 Displacement and Reemployment Rights: When bargaining unit members affected by new technology are not qualified for and cannot be reasonably trained to perform the duties of the revised position, the District shall offer by order of seniority, such employees vacant positions for which they are qualified. The District shall not be required to create new positions solely to reassign current employees who cannot be retrained for existing roles

SIGNATURE PAGE

SIGNATURES:

For the District:

For CSEA Chapter #276:

Curtis Creek CSEA Chapter 276 Agreement, July 1, 2025 - June 30, 2028

Appendix A

Curtis Creek School District - 2026-27 Classified Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
A	\$18.10	\$18.74	\$19.39	\$20.07	\$20.78	\$21.50	\$22.26	\$23.03	\$23.84	School Clerk, Computer Aide
B	\$18.74	\$19.39	\$20.07	\$20.78	\$21.50	\$22.26	\$23.03	\$23.84	\$24.67	
C	\$19.39	\$20.07	\$20.78	\$21.50	\$22.26	\$23.03	\$23.84	\$24.67	\$25.54	
D	\$20.07	\$20.78	\$21.50	\$22.26	\$23.03	\$23.84	\$24.67	\$25.54	\$26.43	Student Supervisor
E	\$20.78	\$21.50	\$22.26	\$23.03	\$23.84	\$24.67	\$25.54	\$26.43	\$27.36	Library Clerk
F	\$21.50	\$22.26	\$23.03	\$23.84	\$24.67	\$25.54	\$26.43	\$27.36	\$28.31	Instructional Aide, Food Service Assistant, District Clerk, Student Center Technician
G	\$22.26	\$23.03	\$23.84	\$24.67	\$25.54	\$26.43	\$27.36	\$28.31	\$29.31	
H	\$23.03	\$23.84	\$24.67	\$25.54	\$26.43	\$27.36	\$28.31	\$29.31	\$30.33	Attendance Secretary, Preschool Teacher, Skilled Trades
I	\$23.84	\$24.67	\$25.54	\$26.43	\$27.36	\$28.31	\$29.31	\$30.33	\$31.39	Maintenance/Grounds, Office Assistant/Data Analyst
J	\$24.67	\$25.54	\$26.43	\$27.36	\$28.31	\$29.31	\$30.33	\$31.39	\$32.49	School Secretary, Lead Food Service
K	\$25.54	\$26.43	\$27.36	\$28.31	\$29.31	\$30.33	\$31.39	\$32.49	\$33.63	
L	\$26.43	\$27.36	\$28.31	\$29.31	\$30.33	\$31.39	\$32.49	\$33.63	\$34.81	Campus Monitor-Parent Liaison
M	\$27.36	\$28.31	\$29.31	\$30.33	\$31.39	\$32.49	\$33.63	\$34.81	\$36.02	Head Preschool Teacher
N	\$28.31	\$29.31	\$30.33	\$31.39	\$32.49	\$33.63	\$34.81	\$36.02	\$37.29	
O	\$29.31	\$30.33	\$31.39	\$32.49	\$33.63	\$34.81	\$36.02	\$37.29	\$38.59	Technology Support Specialist
P	\$30.33	\$31.39	\$32.49	\$33.63	\$34.81	\$36.02	\$37.29	\$38.59	\$39.94	
Q	\$31.39	\$32.49	\$33.63	\$34.81	\$36.02	\$37.29	\$38.59	\$39.94	\$41.34	

Longevity:

A total of \$600 after year 5
A total of \$900 after year 7
A total of \$1500 after year 9
A total of \$2100 after year 11
A total of \$2500 after year 13
A total of \$3000 after year 15

Health and Welfare Cap: \$13,000

Board Approved: 6/17/26

2022-23:	Restructure of the Salary Schedule; added ranges and 3% ongoing.
2023-24:	5% additional to the salary schedule with Health and Welfare cap increased to \$10,000
2024-25:	3% to the salary schedule for 2023-24 and Health and Welfare Cap increase to \$10,500; range movements for specific classifications, effective 7.1.25
2025-26:	2% addition to the salary schedule. \$13,000 health and welfare
2026-27:	2.75% addition to the salary schedule

CSEA Agreement
Board Approved 6/17/2026

APPENDIX B

Pursuant to 11.9 of CSEA Contract

Curtis Creek School District

Classified Employees

PRE-APPROVAL FOR PROFESSIONAL GROWTH

For Professional Growth or College/University Units:

Name _____

Site: _____

Job Title: _____

Date: _____

All courses submitted for credit under the salary schedule shall be subject to one of the following requirements:

1. _____ Current assignment as _____.
2. _____ Professional education course related to a classified position and that will grow the employee in his/her assignment.
3. _____ To prepare the employee for present or future assignments which the district and unit member believes he/she could logically pursue within the district.

Title and Description:	Number of Credits:	Institution Name:	Date Completed:

Approval to take course:

☐ Approved ☐ Not
Approved

Superintendent: _____

Date: _____

**Please note: Only
coursework that is
pre-approved by the
Superintendent and taken
after the employee is
hired will be counted.
Credit will be given only if
a grade of "C" or above is**

APPENDIX C



**California School Employees Association and its Chapter 276
Curtis Creek School District**

GRIEVANCE FORM

Date: _____

Step (2 or 3): _____

Name of Grievant(s): California School Employees Association and its Chapter 276

<Unit Members Name>

Article(s) of Contract Violated:

Description of Grievance:

Remedy Requested:

Superintendent/Supervisor/Designee Response: