COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS ROSAMOND CHAPTER 587



JULY 1, 2023 – JUNE 30, 2026

(May 2026)

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APPENDICES:

A. JULY 1, 2025-JUNE 30, 2026 CLASSIFIED SALARY SCHEDULE
B. CATASTROPHIC LEAVE FORM (CATASTROPHIC LEAVE ENROLLMENT/ CANCELLATION REQUEST FORM/CATASTROPHIC LEAVE PROGRAM WITHDRAWAL REQUEST FORM)
C. CLASSIFIED EVALUATION REPORT
D. ARCHIVED LANGUAGE FROM ARTICLE 6-HOURS, COMPENSATORY TIME
E. ARCHIVED LANGUAGE FROM ARTICLE 3-WAGES

ARTICLE 1
INTRODUCTION

A. This Agreement is a bilateral and binding agreement by and between the California School Employees Association, an employee organization, and its Rosamond Chapter 587 ("Exclusive Representative" or "Association"), and the Southern Kern Unified School District ("District" or "Employer").

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

C. This Agreement is entered into pursuant to Sections 3540-3549 of the California Government Code.

D. The parties agree that the District, its officers, agents, and representatives, and their employees, and the Association, its officers, agents, and representatives shall give full and faithful adherence to the terms and conditions of this Agreement.

1. Neither the District nor the Association shall apply the terms of this Agreement to discriminate against any bargaining unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, marital status, physical handicap, domicile, or any other protected characteristic.

2. Neither the District nor the Association shall discriminate against any employee on the basis of membership or non-membership in an employee organization or participation or lack of participation in the activities of an employee organization.

ARTICLE 2
RECOGNITION

A. Pursuant to the "Certification of Representative" by the Public Employment Relations Board ("PERB"), state of California, on August 3, 1976, the Association was certified as the Exclusive Representative of all classified unit members, subject to amendments by mutual agreement, on November 20, 1980.

B. The District recognizes the Association as the Exclusive Representative for the following unit: classified employees in the service of the District except management, confidential, or supervisory employees, as designated by the District, pursuant to the provisions of the Act, substitute employees, and all certificated employees.

C. The District shall notify the Exclusive Representative of any newly created classified position, including the salary range and job duties, prior to posting the position. If the new position is not designated as management, confidential, or supervisory, it shall be included in the bargaining unit and is subject to the terms of this Agreement.

D. If the Exclusive Representative disputes the designation of a position as management, confidential, or supervisory, it shall request immediate negotiations to resolve the dispute. Should the dispute not be resolved, the Exclusive Representative may petition PERB for determination.

ARTICLE 3
SALARIES

A. Effective July 1, 2025, the 2024-2025 classified salary schedule shall be increased by two and one-half percent (2.5%).

B. The salary of each employee shall be as provided in the salary schedule, a copy is attached to this Agreement as Appendix A.

Me Too Clause:

C. If any other recognized bargaining unit (Rosamond Teachers Association) of the District receives a greater salary percentage increase, bonus, one-time off schedule payment or health and welfare benefit increase than the classified bargaining unit, the increase shall be added to the Classified Salary Schedule and health and welfare benefit contribution.

Determination of Step Advancement:

D. At the beginning of a new fiscal year, employees shall advance one step on the salary schedule if they worked at least three months at their present step prior to the beginning of the new fiscal year. Employees shall advance one step for each fiscal year worked until attaining the top step for the classification. In the event of a promotion, the promoted employee will be placed on a step in the new classification reflecting a minimum increase of five (5) percent.

Longevity Pay:

E. Regardless of their work hours, employees will receive longevity pay on the following basis:

On Completion of:	An Additional:
5 Consecutive Years of Service	$1.60 Per Hour
10 Consecutive Years of Service:	$.60 Per Hour for a Total of $2.20
15 Consecutive Years of Service	$.60 Per Hour for a Total of $2.80
20 Consecutive Years of Service	$.60 Per Hour for a Total of $3.40
25 Consecutive Years of Service	$.60 Per Hour for a Total of $4.00
30 Consecutive Years of Service	$.60 Per Hour for a Total of $4.60
Longevity shall be determined by the employee's date of hire.	

Mileage Reimbursement:

F. Employees who use their own automobiles for district business at the request of or upon authorization of their immediate supervisor, including travel on assignment between schools, shall be reimbursed at the IRS reimbursement rate per mile.

Deductions for Time Off:

G. Deductions for time off during the employee's regular workday shall result in reduction of the employee's pay by an appropriate amount on the basis of the actual time of absence, unless the employee has received prior approval for the use of paid vacation time or compensatory time off or has applied for and received a paid leave of absence.

Shift Differential Pay:

H. A shift differential of $.40 per hour shall be paid to those employees required by the Employer to:

1. Report on the beginning of work four (4) or more hours later or earlier than the employee's regularly scheduled beginning time;

2. Take an extended lunch or mid-workday break of two (2) or more hours or more than one (1) shift break during a regularly scheduled workday;

3. Report for regularly scheduled duties at 1 p.m. or later.

Exceptions to the provisions of this Article shall be those employees who have completed their regularly assigned work schedule by 6 p.m. and are on overtime status.

College Units:

I. Any classified employee who has earned units from an accredited college, trade, or vocational school shall receive additional pay as follows:

31-59 Units	$.40
Vocational/Technical Training or Certification	$.50
60-90 Units or A.A. or A.S. Degree	$.60
91-124 Units or B.A./B.S. Degree	$.80
125-154 or M.A./M.S. Degree	$1.00
155+ Units with M.A./M.S. Degree	$1.20

J. To receive credit for units, candidates must submit the Request for Course Approval Form prior to enrolling in a class. Units must be approved by the Superintendent or be part of an approved program that relates to the employee's advancement. To be eligible for additional pay, the employee must submit an official

transcript from the educational institution reflecting successful completion of approved courses. Employees will receive professional growth compensation 30 days after the District's receipt of the official transcript.

Payroll Calculation Error:

K. If it is determined that an error has been made in calculation or reporting of any classified employee's payroll, or in payment of any classified employee's salary, the District shall, within five (5) workdays following the determination provide the employee with a statement of the correction and a supplemental payment.

1. In the event an employee has submitted their Supplemental Time Sheet at the required time and it is waiting to be processed, this will be determined as an error in reporting.

Bilingual Pay:

L. It is understood that the District has a need for employees who have bilingual skills. It is further understood that, should an employee utilize these skills to provide service to students, parents, teachers and staff, the employee should be compensated for the additional duties. An employee receiving a bilingual stipend shall receive $100 per month for each month spent providing bilingual assistance.

1. The District shall select bargaining unit members to determine who will receive the Bilingual Assistance Stipend. Those who are selected shall be tested for the skills, abilities and knowledge needed to perform the service.

2. The District will provide additional compensation at the rate of $40 per hour to unit members who are asked by the District to provide translation services (written and/oral) for the following specialized activities:

a. Parent Meetings
b. Individualized Education Plans (IEPs)
c. Student Expulsion Hearings
d. 504 Meetings

3. The translation services must be authorized in advance by the Site Administrator or District Office.

4. Unit members who provide these specialized translation services must take and pass the District test to show proficiency in the language they are translating.

M. Personal Protective Equipment

1. The District will make available Personal Protective Equipment ("PPE"), including sleeve and shin guards, to be used for student behaviors.

2. PPE can be obtained from the school nurse at each school site.

3. Employees are required to file a Behavior Emergency Report and/or Employee Incident Report concerning student behaviors.

4. If the employee is injured, the employee is required to follow the District's reporting procedures for work-related injuries.

N. Expanded Learning Opportunities Program ("ELOP")

If there is an overage in an ELOP instructor's class, the instructor will receive $5 per day for each excess student.

Absence of Regular Classroom Teacher:

O. In the absence of a regular classroom teacher, if a substitute teacher is not available and an instructional aide volunteers to work under the direction of a certificated person, the aide shall be paid one and a half times their regular hourly salary. The District always intends to employ substitute teachers and this paragraph applies only in an emergency situation when a substitute is not available. Aides will be compensated only if a teacher is absent at least thirty (30) continuous minutes or more. This paragraph does not apply to the After School Program.

Ascend Academy Site Differential

P. Bargaining unit members in paraeducator and campus security classifications assigned to the Ascend Academy will receive a site differential of $130 per month while working at least 50 percent of workdays (in a month) at that location. This stipend does not constitute a change in classification that would require posting the positions.

ARTICLE 4
HEALTH AND WELFARE PROGRAMS

A. For employees who elect to be covered by the District's insurance plans, the District shall make a pro rata contribution of the premium for the insurance programs based on the ratio of the employee's assigned workday and work week to a full-time workday and work week. For any employee who voluntarily reduces his hours of work, the District will pay the prorated premium for the hours the employee works. Any other amount must be paid by the employee.

1. The remaining cost of insurance premiums shall be deducted from the employee's paycheck each month.

2. No in-lieu payments or contributions to other insurance programs will be made for employees who elect not to be covered under the provisions of this Article.

Post-Employment Health Benefits:

B. Bargaining unit members hired prior to July 1, 2014, who retire from the District under the provisions of the Public Employees Retirement System ("PERS") at age fifty (50) or older with twelve (12) or more accumulated years of paid service to the District immediately prior to the date of retirement shall receive five (5) years of the medical insurance coverage in effect at the time of retirement; unit members who have at least twenty (20) accumulated years of paid service to the District shall receive ten (10) years of benefits.

C. Bargaining unit members hired after July 1, 2014, who retire from the District under the provisions of PERS at age fifty (50) or older with twenty (20) or more accumulated years of paid service to the District immediately prior to the date of retirement shall receive medical insurance coverage in effect at the time of retirement until they become eligible for Medicare or any other federal or state coverage.

D. The District's contributions toward these benefits shall not be less than the premium for the current benefit plan for active employees. The employee may choose a plan of coverage. If the cost of the plan is greater than the District's guaranteed premium contribution, the employee shall pay the difference. Premium payments are due monthly and must be paid by the employee thirty (30) days in advance. The employee may choose to pay the premium in one (1) full payment. Payment arrangements must be made with the District's Business Office.

Benefit Cap:

E. For the 2025-2026 benefit plan year, the District's maximum annual contribution for health and welfare benefits will be $19,000. Any premium increase(s) above the District's annual dollar amount contribution shall be paid by the employee through

payroll deduction to continue the insurance coverage. The benefits currently in effect are as follows:

1. Medical Insurance

    a. Blue Cross Prudent Buyer (SISC)

        i. 100-C $20 (Rx $7-25)

        ii. 80-E $20 (Rx $7-25)

        iii. 80-M $40 (Rx $7-25)

    b. Kaiser

        i. $10 OV, $10 Rx; Via $150

        ii. $30 OV, $10 - $30 Rx

2. Delta Dental Service DD 1500 (A 100/2000)

3. Vision Service Plan Signature C ($0 Copay)

4. Basic Life Insurance ($50,000)

Bargaining unit employees with an FTE of .90 or greater who have other health and welfare coverage and elect not to take health and welfare benefits can complete an opt-in to the Waiver Active Benefit Enrollment ("WABE") Plan.

Premium Notification:

F. Prior to making health insurance premium deductions from pay warrants, the District shall notify the employee in writing specifying the dollar amount and the health plan(s) in which the employee is enrolled.

ARTICLE 5
VACATIONS AND HOLIDAYS

Earning Vacation Days:

A. Vacation days accrue on a monthly basis. Ten month employees will accrue vacation day(s) during the months of August through May. Eleven (11) month employees will accrue vacation day(s) during the months of August through June. Only accrued vacation days may be taken. Employees shall earn vacation at the following rates effective each school year:

Complete Years of Service:	Days Received For Each Eligible Month of Service:
1 But Less Than 3	1 Vacation Day
3 But Less Than 6	1.5 Vacation Days
6 But Less Than 10	1.75 Vacation Days
10 or More	2 Vacation Days

Use of Vacation Days:

B. A ten or eleven month employee may take accrued vacation on a student day if:

1. requested by the employee at least 3 workdays in advance through Frontline;
2. granting the vacation will not pose a hardship on the instructional program; and,
3. is approved by the supervisor.

For twelve-month employees, vacation time must be taken at a time agreed upon by the employee and their immediate supervisor. Vacation time shall usually be taken during non-student days. Under special circumstances, denial of vacation leave may be appealed to the District Superintendent. The District Superintendent's decision shall be final.

Vacation Accrual Limit:

C. For 12-month employees' vacation time earned by the employee may accrue to a total of seventy-two (72) days. No employee shall lose earned vacation time by operation of this Article.

1. The District will notify employees of the amount of vacation they have accrued twice a year.

2. Ten and eleven month employees can elect the number of days to be paid for unused vacation at the end of the fiscal year. Employees seeking to cash out vacation days must notify the District no later than May 15. Ten and eleven month employees will be paid for unused vacation in excess of 36 days.

3. Twelve month employees will be paid for unused vacation in excess of seventy-two (72) days.

Using Vacation Days for Sick Leave:

D. An employee may use accrued vacation time for sick leave purposes after available sick leave has been exhausted.

E. Newly hired employees shall not be eligible to take accrued vacation leave until completion of the six (6) month probationary period.

Holiday Schedule:

F. Employees shall receive the following holidays:

New Year's Eve Day	Labor Day
New Year's Day	Admission Day (In-Lieu Day)
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Lincoln's Birthday (In-Lieu Day)	Friday Following Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Juneteenth

Active Duty:

G. To be paid for a holiday, an employee must be on duty or on previously approved paid status on the day immediately preceding or succeeding the holiday.

Winter Recess:

H. Employees not normally assigned to duty during the winter recess period shall be paid for those holidays, provided they were on duty or on previously approved paid status on their regularly scheduled workday immediately preceding or succeeding the winter recess period.

I. Operation of this Article shall not cause any employee to lose any of the holidays clearly indicated in this Article.

Holiday on a Weekend:

J. When a holiday falls on a Saturday, the previous workday not a holiday shall be considered to be the holiday. When a holiday falls on a Sunday, the next workday not a holiday shall be considered to be the holiday.

Vacation Days Calculation:

K. In computing months of service to calculate the number of vacation days and sick leave days earned by the employee, the actual number of days the employee is expected to be at work will determine the number of months of service:

Less Than 199 Days	10 Months
199-218 Days	11 Months
219 or More Days	12 Months

Should an employee request unpaid leave that would leave them with less than the above workdays, months of service will be adjusted downward.

ARTICLE 6
HOURS

Length of the Workday:

A. The length of the workday shall be designated by the District for each classified assignment. Employees shall be on duty as assigned by the District.

1. Each employee shall be assigned a fixed, regular ascertainable minimum number of hours per day, days per week, and months per year.

2. For full-time employees, the workweek shall consist of five (5) consecutive days for a total of forty (40) hours.

3. For part-time employees, the workday and workweek shall consist of less than eight (8) hours per day and/or forty (40) hours per week.

4. For employees who serve other than full-time in their job classification, leaves, vacation days, and holidays which occur within the employee's work year shall be earned at the ratio of the employee's assigned hours to a full-time classified workday or workweek.

5. For the purpose of allocating leaves, vacation days, or other benefits earned by employees on a monthly basis, employees whose job duties are assigned for 180 days during the school year shall be considered to be 10-month employees.

6. The District has the flexibility to modify the start/end times of an employee's work schedule to meet program and/or student needs in a fiscal year. The District shall not adjust an employee's work schedule more than two times per school year and beyond thirty (30) minutes each time. The District shall provide the affected employee with at least five (5) business days' advance notice, and the reason for said work schedule adjustment.

7. It is understood that special circumstances exist and that the District may need to modify an employee's start/end times beyond thirty (30) minutes to meet program and/or student needs. Such changes shall not take effect until written notice has been provided to CSEA, and the effects have been negotiated between the District and CSEA when necessary to meet the requirements of an IEP. In all other situations the decision and effects will be negotiated. In the event there is an immediate need for the District to adjust a SPED paraeducator's start/end time due to fulfilling the legal requirements of an IEP and if a one-on-one is needed, the District may modify a SPED paraeducators' start/end time. If a Paraeducator is unable to accept the position and change in start/end time the District will post the vacant position. Paraeducators who are not able to accept the position and change in start/end time will not be subject to

discipline. The Paraeducator who could not accept the change in hours will be offered a transfer. The District will provide written notice to CSEA including the previous work schedule, new work schedule, and reason for said work schedule adjustment.

8. Before the beginning of the paraeducators work year, school site administration will schedule individual rest breaks for paraeducators in an effort to provide coverage and to ensure that rest breaks are taken. A paraeducator should notify school site administration if they are having difficulties taking a rest break.

Rest Breaks:

B. Rest breaks of fifteen (15) minutes shall be provided for each four (4) consecutive hours worked. Breaks shall be taken as close to the middle of the work period as possible.

Lunch Break:

C. An uninterrupted lunch break of not less than thirty (30) minutes, or more than two hours, shall be scheduled, where possible, after the employee has been on duty for four (4) hours. A 30-minute lunch period will be observed for employees working over five (5) hours in any workday unless the work period will be six (6) hours or less and the majority of the employees affected agree to the extension. Such work period extension shall only be effective for the day of the agreement.

Overtime Pay:

D. With prior authorization, overtime shall be paid when an employee is authorized to work as follows:

1. More than eight (8) hours in one workday; or

2. More than forty (40) hours in one work week; or

3. A sixth or seventh consecutive workday for employees whose work schedule is more than four (4) hours per day, five (5) days per week; or

4. A seventh consecutive workday for an employee whose work schedule is less than four (4) hours per day, five (5) days per week.

a. Except as specified in Paragraph 4.b. of this Article, employees shall be compensated at time and a half of the employee's regular rate of pay.

b. For all work performed on the seventh consecutive workday, employees shall be compensated at double time.

Extra-duty Hours:

E. Opportunities for overtime or extra-duty hours shall be distributed and rotated as equally as practical among the employees in each department, school, special classification, or specialized area of employment based upon the needs of the District. If an employee is offered overtime and the employee chooses not to accept, the employee shall not be offered overtime again until all employees in that department have been offered overtime.

Employee Called Back to Work:

F. An employee called back to work after completion of the regular work schedule shall be compensated for at least two (2) hours of work at the appropriate rate of pay.

G. An employee called in to work on a day when the employee was not scheduled to work shall be compensated for at least two (2) hours of work at the appropriate rate of pay.

H. Employees who are contacted (either by phone or text) by an administrator or supervisor and answers questions, confirms scheduling, accepts or denies field trips; or requested to perform school business will receive fifteen (15) minutes of pay for each instance within fifteen (15) minute windows.

Standby Time:

I. Standby time shall be compensated on a straight-time basis unless it occurs during overtime, in which event it will be compensated on an overtime basis.

Extra-duty Scheduled Above Five Days:

J. If an employee reports for work for an extra-duty activity scheduled on the sixth or seventh workday, the employee shall be compensated for at least two (2) hours of work at the appropriate rate of pay if the activity is canceled and the employee is not notified prior to the activity

Inclement Weather:

K. Monthly employees shall be required to report for duty on those days when school is not in session because of inclement weather as declared by the District. Employees are instructed to listen to local radio stations for District announcements regarding school closures.

Pay for days lost due to inclement weather shall be calculated as follows:

1. Employees on 11 or 12-month work schedules shall be allowed to use (1) compensatory time, (2) earned vacation time, or (3) accumulated sick leave, whichever is available, so their compensation for the pay period is not reduced.

2. Employees on student school year or shorter work schedules shall have their schedules extended to reflect any makeup days in the student school year.

3. In the event schools are open but unit members in outlying areas are not able to report to work due to adverse road conditions caused by inclement weather, those unit members must notify the District of their situation and may elect to use a vacation or personal necessity day or have their pay docked. Employees out of sick leave will be allowed to make up the day on the weekend at regular pay. Makeup must be completed within thirty (30) days.

4. Any unit member called to work during the period of time when all unit members have been excused from work shall be compensated at time and a half pay for hours worked.

5. In the event of unusually bad weather, the District Superintendent or a designee may notify individual sites of an early closing to enable unit members to return home while road conditions remain safe. As long as Average Daily Attendance (ADA) is earned for the day, any shift can be dismissed by the site administrator because of inclement weather. For purposes of this Article, the District Office and the Maintenance and Grounds Department shall be considered as individual sites. Should any unit member at a site be released because of inclement weather, all unit members at that site are to be released with no loss of pay and/or vacation or sick leave. Maintenance and Grounds personnel assigned to that site that day shall be released or reassigned to another site. If employees continue to work at the site, they shall be compensated at time and a half pay for each hour worked.

These provisions apply only to school closures and not to District-declared minimum days for students.

Additional Hours:

L. When additional hours for part-time positions within a specific classification or specialized area of employment are established by the District, the increased number of hours shall be offered to qualified current employees in the specific classification or specialized area on the basis of seniority in descending order.

Early Release Days:

M. Employees who work above six hours on duty the day before Thanksgiving or the day before winter or spring recess shall be released early or receive two (2) additional hours of supplemental pay if they are required to work a full shift.

Required Work Out of Classification:

N. When any classified employee is required to work in a higher classification, the employee will be paid at their same step in the out of classification assignment, or the employee's current salary, if working in a lower classification. Requiring an employee to work out of classification shall not result in an employee suffering a loss of pay.

Decisions regarding who is requested or required to work out of classification shall be made solely at the discretion of the District.

Professional Development Days:

O. Effective July 1, 2025 the District will schedule four (4) mandatory Professional Development days for bargaining unit employees. The four days will become part of the work calendar for bargaining unit employees. The mandatory Professional Development days will be scheduled on non-instructional days before, during or after the student calendar. Bargaining unit employees who currently receive Professional Development days as part of their work calendar will receive additional Professional Development up to a total of four (4) per fiscal year. (For example, a food service worker who currently receives three (3) Professional Development days as part of their work calendar would receive one (1) additional Professional Development Day.)

1. Bargaining unit employees will normally be provided with five (5) business days' written notice of Professional Development training. The written notice will include dates, times, and locations of training. It is understood that there may be circumstances where five (5) business days' notice is not feasible.

2. The District will provide Professional Development to new employees prior to their first day of work. If Professional Development is not provided prior to their first day of work, new hires will be provided one day of Observation Placement with a permanent employee in the same job classification.

3. A Professional Development Committee will be established in order to collaborate on professional development for bargaining unit members. The Association may select up to six (6) unit members to collaborate on professional development. The Professional Development Committee will meet twice during the school year on mutually agreed upon dates.

P. Work Calendars:

The District and Association will review Work Calendars prior to finalization and release to unit members. The Work Calendars will be distributed prior to the last day of the school year.

Q. Attendance Incentive

The District agrees to an attendance incentive to improve consistency and quality of the delivery of services and reward employees who are at work every day. The incentive is not intended to encourage ill employees to be at work. A unit member who works the entire semester with no time missed (excluding school business, jury duty and Association release time) will receive $250 (to be paid within 30 days of the end of the semester).

ARTICLE 7
LEAVES

Sick Leave:

A. Every full-time employee shall be entitled to and credited with twelve (12) days of sick leave for each year of employment on the basis of one day for each month of employment at the employee's appropriate rate of pay. Unused sick leave shall accrue from school year to school year; however, an employee with less than six (6) months of service to the District shall not be eligible to use more than six (6) days until the first workday following completion of six (6) months of service to the District.

Verification of Illness:

B. The District may require verification of illness after three (3) days.

Extended Illness:

C. Each school year, each unit member shall be credited with one hundred (100) working days of leave for illness or injury, which shall be paid at fifty (50) percent of the unit member's salary. This additional leave shall be used after all fully-paid leave has been exhausted and shall run concurrently with catastrophic or donated leave. No deduction from the pay of any employee for this five-month period shall be made under this provision until the employee has used all credited sick leave, accumulated compensatory time, vacation time, or other paid leave to which the employee is entitled.

Pregnancy or Childbirth:

D. Employee shall be entitled to use sick leave for the period of time required to be absent due to pregnancy or childbirth.

1. The period of the leave, including the date on which the leave shall begin, shall be determined by the employee and their doctor.

2. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the District Superintendent.

3. The date of the employee's return to service shall be based upon their doctor's analysis and written statement.

4. Upon return from leave, the employee will be returned to the position held prior to the leave.

Personal Necessity Leave:

E. Employees may request to use up to ten (10) days of the sick leave granted pursuant to this Article in case of personal necessity. Personal necessity leave shall be granted for the following reasons:

1. Death or serious illness of a member of the employee's immediate family beyond those days provided in Paragraph L of this Article.

2. Accident involving the person or property of the employee, or the person or property of a member of the employee's immediate family, requiring the employee's immediate presence.

3. Required appearance in court during normal work hours under official order as a litigant or witness.

Personal Necessity Leave – Emergency Occasion:

F. Three (3) of the ten (10) days of personal necessity leave shall be granted for that portion of a working day required to cover emergency occasions which are unavoidable or of a serious nature involving circumstances which the employee cannot be expected to disregard and which may not be conducted at a time other than regular duty hours, without the requirement for revealing the nature of the need for this type of leave.

Request for Personal Necessity Leave:

G. Advance written notice of the employee's intention to take personal necessity leave shall be required. Employees shall make a written request to take personal necessity leave at least three (3) days in advance of the day on which the personal necessity leave is intended to be taken. If the need to utilize personal necessity leave is not known to the employee prior to the three-day notice requirement, the written request shall be made as much in advance as possible. If, due to circumstances beyond the employee's control, it is impossible to submit a written request in advance, the employee shall give verbal notice to their immediate supervisor and shall file the leave request the day they return to duty.

H. Advance permission shall not be required in cases of circumstances covered by Paragraphs E.1 or E.2 of this Article. However, the employee shall give the immediate supervisor advance verbal notification in those cases.

1. A request for personal necessity leave shall be on the form specified by the District, dated and signed by the employee and setting forth the nature of the personal necessity involved unless disclosing the nature is not required by the provisions of Paragraph F of this Article.

2. The time off shall be charged to the employee the same as sick leave.

3. Except as provided in Paragraphs E.1, E.2, and/or E.3 of this Article, the District Superintendent or designee shall grant or deny requests for personal necessity leave based on the request.

4. Personal necessity leave may not be taken to extend school holidays or vacation periods except for the reasons enumerated in Paragraphs E.1, E.2, and E.3 of this Article.

Parental Leave:

I. Employees may be eligible for parental leave in accordance with Education Code Section 45196.1.

Industrial Accident Leave:

J. An employee shall receive sixty (60) days of industrial accident leave in any one fiscal year for each occurrence.

1. Industrial accident leave benefits are in addition to other sick leave benefits provided by the District.

2. The accident report shall be kept on file in the District Office.

K. If appropriate work is available, the District shall make every effort to provide temporary alternate work for an employee who has become medically unable to satisfactorily perform the duties of the classification. Reasonable accommodations shall be subject to:

1. Proof of medical disability; and

2. Determination of the appropriateness of the work to the restrictions imposed by physicians.

Bereavement Leave:

L. Every employee shall be entitled to five (5) days of paid leave of absence in the case of the death of any member of the employee's immediate family, as that term is defined in this Article. This leave shall not be deducted from sick leave and shall not be cumulative.

1. Bereavement Leave must be taken within 120 days of the death of the immediate family member.

2. Documentation: An employee requesting bereavement leave must provide the decedent's name, relationship and date of death on the District's Bereavement Leave Form which can be located in the online informed K-12 system.

Jury Duty Leave:

M. Each employee shall be entitled to use as many days of leave as are required by the court for jury duty without loss of pay. The employee shall sign over to the District any fees paid for jury duty minus any allowance for expenses.

General Provisions:

N. An employee absent under the provisions of Paragraphs A, C, D, or H of this Article for ten (10) or more consecutive days shall be required to provide verification of ability to return to work and render service to the District prior to returning to work. Notwithstanding the provisions of this paragraph, an employee who is absent for surgery shall be required to provide verification of ability to return to work and render service to the District prior to return from leave.

Immediate Family Definition:

O. For purposes of this Article immediate family shall include the mother, father, any grandparent or grandchild, child, sibling, in-law, aunt, uncle, niece, nephew, or cousin of the employee, or the spouse of the employee, registered domestic partner, or any relative living in the employee's immediate household.

Fringe Benefits:

P. Employees on paid leave of absence shall have health and welfare benefits as described in Article 4 throughout its duration.

Q. As long as the practice is allowed by the insurance company, employees on unpaid leave of absence may continue their health and welfare program by paying to the District, in advance, the amount of money equal to the premiums for the various fringe benefits.

Employer's Just Cause:

R. If the Employer has just cause to believe that an employee has improperly requested, received, used, or abused sick leave or any other leave provision, the Employer may require verification that the employee was sick or otherwise eligible to use the leave.

ARTICLE 8
VACANCIES AND TRANSFERS

A. The District will determine if a vacancy exists. Transfers will be made in order as below.

Voluntary Transfer:

B. When a new position is created, or an existing position becomes vacant, the District shall offer the opportunity to transfer to bargaining unit employees serving in the same class in the District.

1. Any employee may apply to fill a vacant posted position. No vacant position may be filled except on a temporary basis until the procedures in this Article have been followed and a final selection made.

2. In determining the District's needs, all applications shall be considered using the following criteria:

a. The employee's qualifications by training and experience.

b. Evaluations in the employee's current and past assignment.

c. The employee's service, if any, in a similar position.

d. An outside applicant will be chosen only if it is determined that no applicant already employed by the District is qualified for the position.

C. After applications have been filed and the District determines which applications, if any, fulfill the District's needs, the District Superintendent or designee shall proceed with the application process.

Involuntary Transfer:

D. Should a decision be made that no applicants fulfill the needs of the District, or should no applications be filed, an employee may be transferred to fill a vacant position. The District will provide an employee with five (5) calendar days' advance written notice of an involuntary transfer and the reason for the involuntary transfer. Other reasons for involuntary or administrative transfer include:

1. To balance the classified staff by considering factors including but not limited to experience, racial and ethnic background, sex, and age.

2. A change in enrollment or workload necessitating transfer of classified staff.

3. To improve the District's efficiency.

4. To provide an opportunity to evaluate an employee in a different school or location.

5. To improve the school or department.

6. To resolve a significant personality conflict.

a. No transfer shall be a reprisal for employee activity protected by the Act.

b. Should a transfer occur under the provisions of this paragraph and the needs of the District are equally met by more than one employee, the least senior employee in the affected level or area at the site from which the transfer is to be made shall be transferred.

E. Upon application for an open position in the same classification at their former work site, an employee transferred pursuant to this paragraph shall receive first consideration to fill a vacant position. If more than one employee is involved, the most senior employee who meets the requirements shall receive the appointment.

Transfer Denial:

F. If a transfer or move to a temporary position is made or denied, the affected employee shall be provided with the specific reasons within ten (10) days of the employee's request provided the request is made within five (5) days of notice of the action.

G. No employee shall suffer loss of compensation, seniority, or fringe benefits by operation of this Article.

Job Postings:

H. The District shall determine if a vacant position within the bargaining unit exists and when a vacant position shall be filled. Upon determination that a vacant position is to be filled, notices of vacancy shall be posted pursuant to the following:

1. Notices shall be posted within five (5) workdays after the District determines that a vacancy exists.

a. Notices shall be posted during the advertisement period, which shall be no less than five (5) workdays.

b. A copy of the notice shall be sent to the Chapter President.

2. While school is in session and employees are on duty, and during the summer months, notices shall be posted on bulletin boards at each job site and in the District Office.

3. Notices shall include a brief description of the position, location, basic minimum hours, and minimum qualifications.

Eligibility Lists:

I. The District shall develop eligibility lists at least once a year. At the discretion of the District, applicants who have been interviewed and recommended for hire by the screening committee shall be considered, in the order ranked by the committee until all applicants have been offered the position or 90 days have elapsed. The District will schedule tests for different classifications at different times. If an employee has taken and passed a test for a position they shall not be required to retake the test for at least twenty-four (24) months. Employees may retake the test to improve their scores.

J. The District shall be solely responsible for establishing qualifications and criteria for filling any vacant position.

ARTICLE 9
EVALUATION PROCEDURES

A. A performance evaluation is used to periodically evaluate the work effectiveness of an employee. The purpose of performance evaluations is employee improvement.

B. An employee shall be evaluated by a management or supervisory level employee who is not a member of the bargaining unit.

Probationary/Permanent Employee Definitions:

C. The probationary period for classified employees will be six (6) months or 130 days of paid status, whichever is longer. Probationary employees may be evaluated prior to completion of the probationary period.

A permanent employee is one who has completed the twelve-month probationary period. An employee promoted to another position is probationary in the new position for six (6) months. If the employee is not successful in the new position, the employee will retain his or her rights in the employee's previous job classification.

Evaluation Timeline:

D. Permanent employees shall be evaluated in writing at least once each school year. If no evaluation is received, the employee shall be considered to have been rated satisfactory.

Evaluation Criteria:

E. Evaluations shall be based on the employee's performance of assigned job duties, reliability in reporting for work, personal integrity and ability to function effectively within the job classification, among other things.

Evaluation Conference:

F. A conference between the evaluator and the employee shall precede the final draft of each written evaluation. The written evaluation shall be signed by each party. The employee's signature does not imply agreement with the evaluation. The employee shall have the right to file a written response, which shall be attached to the evaluation.

Less Than Satisfactory Evaluation:

G. Any less than satisfactory overall evaluation shall include recommendations for performance improvement and suggestions for assisting the employee in implementing the recommendations made. If subsequent remedial actions sufficiently improve the employee's performance and/or identified deficiencies, a notation to that effect shall be attached to the evaluation file.

H. Any permanent employee who receives a less than satisfactory evaluation shall be evaluated again at the end of three (3) months.

Personnel Files:

I. Materials in an employee's personnel file shall be made available for inspection by the employee. Ratings, reports, or records which were obtained prior to employment of the employee, prepared by identifiable examination committee members or obtained in connection with promotional examinations are specifically excluded from this provision.

1. Upon request, an employee shall be allowed to inspect materials in the employee's personnel file, provided the request and inspection is made at a time when the employee is not actually required to render services to the Employer.

2. Except as expressly excluded in this Article, information of a derogatory nature shall not be entered or filed unless and until the employee is notified and given an opportunity to review, comment, and attach a response to the material. An employee shall be allowed release time with pay during regular duty hours for purposes of review pursuant to this paragraph.

ARTICLE 10
SAFETY CONDITIONS OF EMPLOYMENT

A. Employees shall dress in safe and appropriate clothing for the job.

Employee Uniforms:

B. The District shall provide uniform shirts to employees required to wear them. The District will reimburse employees required to wear protective footwear up to $125 annually and up to $175 annually for maintenance and groundskeepers. The uniform and footwear reimbursement applies to employees in each of the following classifications: maintenance, groundskeeper, bus driver, food service, campus safety officer and custodian. Employees shall wear uniform shirts Monday through Friday of each workweek. The District will replace required uniforms annually for employees required to wear them. Employees may request an earlier replacement where the uniform has been destroyed.

1. Foodservice workers are required to wear non-skid footwear.

2. Maintenance, custodians and groundskeepers are required to wear OSHA-compliant composite safety footwear.

3. Bus drivers, and campus safety officers are required to wear athletic non-skid footwear.

C. Employees shall be safety conscious in their own conduct and actions and cooperate with the District in implementation of safety programs.

1. Employees shall report any unsafe or unhealthy conditions directly to their supervisor.

2. The District shall promptly investigate any reports and take appropriate corrective measures.

Safety Equipment:

D. Should an employee's duties reasonably require use of any equipment or gear to ensure the employee's safety or safety of others, the District agrees to furnish that equipment or gear. The equipment or gear furnished is to be approved by the California Occupational Safety and Health Administration for industrial use.

Specialized Medical Procedures:

E. If an employee is assigned to assist a child by performing specialized medical procedures on a regular or occasional basis, the employee shall receive a five (5) percent stipend for the days that he/she is assigned to assist the student. The District

shall provide training appropriate to the service required. Specialized medical procedures shall be performed by the employee in the presence of a witness.

1. Employees who are trained in specialized procedures and receive a stipend shall be classified as health aides for the period of time they provide the service. The District shall ask for volunteers before assigning employees without mutual agreement. The Association agrees that it may be necessary for the District to administratively transfer an employee pursuant to Paragraphs 8. D.2. and D.3. of Article 8 in order to provide a volunteer health aide for a child at a particular site.

2. The District shall comply with Education Code and Title V provisions so employees may provide specialized health care in a safe, appropriate manner.

F. Centegix:

1. The District has implemented the Centegix badging system (Centegix). Training shall be provided to new employees as they are hired. Lanyards, clips, or other equipment shall be issued to employees in order to keep Centegix badges on their person and to provide a safe way for employees to wear them on their person.

2. The District will not use Centegix to replace, supplant, or circumvent its responsibility to supervise and manage employees. The District will not use Centegix to monitor employees' day-to-day work activities. The District may, however, use Centegix for workplace investigations and/or to prove that an employee engaged in conduct in violation of State or Federal law or District Board Policy. Employees shall not be disciplined for the loss, damage, or mishandling/mishaps [of the Centegix hardware/software] by someone other than the employee (students or other staff). The District will not engage in tracking of Bargaining Unit employees that is disparate, arbitrary, or targeted.

3. Centegix will not be the sole and exclusive source of discipline, unless the employee's conduct is also illegal pursuant to California or Federal law.

4. In the event the District determines that disciplinary action may be warranted based on Centegix information, upon written request, the District will provide a copy of that information to the employee subject to disciplinary action and CSEA. The employee shall have an opportunity to respond to the information if the District uses it as a basis for disciplinary action.

5. In the event the District seeks to expand, enhance, and/or modify Centegix or related technologies, the Parties agree to meet and negotiate the effects of this decision.

ARTICLE 11
LAYOFF AND LAYOFF PROCEDURES

A. Classified employee layoffs may occur for lack of work or lack of funds.

Notice of Layoff:

B. The District shall notify both the Exclusive Representative and the affected employee(s) in writing by March 15th for any layoff occurring in the next school year. Therefore, the District will notify the employee (with the exception of an employee who is being bumped) and the Association b February 15th to ensure the last affected employee is notified by the required March 15th date. Any notice of layoff shall specify the reason for the layoff and identify by name, class, and classification the employee(s) designated for layoff.

Order of Layoff:

C. The order of layoff shall be based on seniority within the class, determined by hire date, plus higher classes throughout the District. The employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the date of hire.

Equal Seniority:

D. If two (2) or more employees subject to layoff have equal class seniority, the determination regarding which employee shall be laid off will be made on the basis of the employees' training and experience and written evaluations on file with the District.

Bumping Rights:

E. A laid off employee may bump into the next equal or lower class in which the employee has previously worked and has greater seniority than others in that class. An employee who has been bumped may bump into the next equal or lower class to avoid layoff, provided the employee has previously worked in the equal or lower class and has greater seniority in that class. Employees must submit their request to bump in writing within two (2) workdays of the notice in paragraph B above.

Thirty-nine Month Rehire:

F. Laid off employees are eligible for reemployment in the class from which they were laid off for a 39-month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of reemployment defined under this Agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified under this Article and use their bargaining unit seniority, training, experience, and written evaluations by the District for

a period of thirty-nine (39) months following layoff. The District shall mail and/or email a copy of the posting to the last address provided by the laid-off employee.

Voluntary Demotions or Voluntary Reductions in Assigned Time In Lieu of Layoff:

G. Employees who take a voluntary reduction in assigned time in lieu of layoff shall be granted the same rights as laid-off employees and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided the same tests of fitness under which they qualified for appointment to the class still apply.

H. Employees who take a voluntary reduction in assigned time in lieu of layoff shall be returned to a position in their former class, or to positions with increased assigned time as vacancies become available, without limitation of time, at the employee's option. However, if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

Seniority Roster:

I. Upon written request, the District shall provide the Exclusive Representative with an updated seniority roster by January 15th for layoffs occurring in the next school year. The seniority roster shall indicate the employee's class seniority and hire date seniority within the class(es).

Reemployment Rights:

J. Any permanent employee who is laid off and subsequently eligible for reemployment shall be notified about any opening in writing by the District. Such notice shall be sent by certified mail to the last address given to the District by the employee.

Employee Notification to District:

K. An employee shall notify the District in writing of his/her intent to accept or refuse reemployment within five (5) workdays following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work on the date indicated. If an employee refuses the employment offer, the offer shall be made to the next person on the reemployment list with the greatest seniority. If an employee declines an offer of employment, the employee's name shall be placed at the bottom of the reemployment list. All employees in laid off status shall remain on the reemployment list for a period of thirty-nine (39) months. An employee who declines a second offer of reemployment from the District shall be considered unavailable for employment and dropped from the reemployment list. After that time, the District shall no longer have any notification responsibility. An employee who refuses an offer of reemployment equal to the job the employee was performing at the time of any layoff shall be considered to have resigned.

Health and Welfare Benefits:

L. The District agrees to provide the health and welfare benefits specified in this Agreement for no more than thirty (30) days beyond the employee's last day of paid status with the District, provided the employee was laid off pursuant to the provisions of this Agreement and was eligible and receiving the District's health and welfare benefits at the time of the layoff.

M. Employees who elect to continue the health and welfare benefits specified in this Article at the end of the 30-day period may do so, provided they continue to pay each month directly to the District, in advance, for the health and welfare benefits specified herein and the insurance provider agrees to continue the benefits.

Unemployment Benefits:

N. Upon written request, the District agrees to provide the Employment Development Department with any and all information pertaining to any laid-off employee who files for unemployment benefits.

Retirement In Lieu of Layoff:

O. Notwithstanding any provision of law, any permanent classified employee subject to being laid off or in fact laid off for lack of work or lack of funds who elects service retirement from PERS shall be placed on an appropriate reemployment list. This District shall notify PERS that the retirement was due to layoff for lack of work or lack of funds. If the retiree is subsequently subject to reemployment and accepts an appropriate vacant position in writing, the District shall maintain the vacancy as provided in this Agreement and/or until PERS has properly processed the employee's request for reinstatement from retirement.

Improper Layoff:

P. Any employee who was improperly laid off shall be reemployed upon discovery of the error, and shall be compensated for loss of any benefits and salary to which the employee is legally entitled.

Q. The parties mutually agree that the provisions in this Article represent full agreement as to the procedures to be followed when conducting all aspects of layoffs in the classified service, and there shall be no duty on the part of either party to meet and negotiate further during the term of this Agreement.

ARTICLE 12
EXCLUSIVE REPRESENTATIVE'S RIGHTS

A. The Exclusive Representative shall have the right to use designated bulletin boards, mailboxes, emails, and meeting rooms at reasonable times, subject to limitation by appropriate provisions of California law. Approval of the District Superintendent shall be required for use of school facilities.

B. The Chapter President, or other person designated in writing in advance by the Association, shall make all requests for use of facilities.

C. Officers or representatives of the Exclusive Representative shall have access to employees at times which do not interfere with efficient operation or employee performance as determined by their immediate supervisor.

D. The District shall provide paper and use of copiers for CSEA to prepare copies of this Agreement for each unit member.

E. Association representatives shall be entitled to use twenty (20) days of release time each school year covered by this Agreement.

F. The District shall not contract out any work normally performed by the bargaining unit.

G. The District and Association President or designee shall meet and confer to determine if the bargaining unit is capable of performing the work in a timely manner.

H. There shall be no transfer of bargaining unit work for the duration of this Agreement except for special occasions such as:

- Make a Difference Day
- Beautification Day
- Other Similar Projects

In such cases, the District and the Association President shall meet and confer considering the appropriate use of volunteers.

I. Dues Deduction

1. The District will deduct dues from the wages of bargaining unit members based on CSEA's written direction to the District. CSEA is responsible for obtaining and maintaining membership and/or dues authorization forms for bargaining unit members.

2. The District will make dues deductions as directed by CSEA in writing. CSEA is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.

3. A bargaining unit employee on an approved paid leave of absence shall continue to have dues deducted for the term of the approved leave, except the deductions can be discontinued in accordance with CSEA requirements.

4. Request for withdrawal from the Association will be in accordance with CSEA bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Association.

5. The District will not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after written notification from CSEA.

6. There will be no charge by the District to CSEA for regular membership dues deductions.

J. The Association and the District hereby agree as follows:

1. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the dues deduction provisions of this Agreement or the implementation thereof provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

2. The Association shall indemnify and hold harmless the District, its officers, agents, and employees from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the dues deduction provisions of this Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried, or appealed.

<u>District Notice to CSEA of New Hires:</u>

K. The District shall provide CSEA with the following information regarding newly hired employees within thirty (3) days of date of hire or by the first pay period of the month following hire: Full name; date of hire; job title; department; work location; work, home, and personal cellphone numbers; personal email address; and home address, which is on file with the District. CSEA will maintain the privacy of the employee information. This information will be provided to CSEA regardless of whether the newly

hired employee was previously employed by the District. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. (Gov't Code §3555.5(b)(4).)

1. Periodic Update of Contact Information

   a. The District shall provide CSEA with a list of all CSEA bargaining unit members' names and contact information referenced in paragraph 1 above on the last working day of September, January, and May. CSEA will maintain the confidentiality of this information.

2. Employee Request for Nondisclosure

   a. Upon written request for any employee, the District will not disclose the employee's home address, home or personal cellphone number, or personal email address to CSEA.

3. Introduction Session by CSEA

   CSEA shall have the right to meet with newly hired unit employees to inform them about CSEA including, but not limited to, CSEA structure, activities, membership, and the collective bargaining agreement. The CSEA introduction session shall be held on District property during the workday of the employee(s) who shall be on paid time.

   In any month where the District hires at least one new employee, the District shall provide CSEA with the opportunity to conduct a CSEA introduction session with new employee(s) after the 15th of the month. The District shall provide thirty (30) minutes paid release time, free from regular duties, for the CSEA chapter President, or designee, to meet with all newly hired unit employees.

4. Group Orientation Hosted by District

   The District does not currently conduct formal group orientation sessions for newly hired unit employees. In the event the District conducts formal group orientation sessions, CSEA will receive not less than ten (10) days' notice in advance of that orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. CSEA shall have the right to conduct a CSEA introduction session at the end of the District's orientation. The District shall provide for thirty (30) minutes of paid release time for the CSEA chapter President, or designee, to present information about CSEA at the District's new employee orientation. CSEA's presentation shall last no longer than fifteen (15) minutes.

ARTICLE 13
INTERNAL GRIEVANCE PROCEDURE

Grievance Definition:

A. A grievance is a claim by the Association or one (1) or more unit members that there has been a violation of an express provision(s) of this Agreement. No issues outside this Agreement may be subject to the grievance procedure.

B. The term "grievant" shall mean an employee covered by the terms of this Agreement. The Exclusive Representative may grieve on behalf of an employee with written authorization. The District will take no reprisal of any kind against any grievant or participant in the grievance procedure because of participation in processing a grievance.

C. The term "day" shall mean a day when the District Office is open for business.

D. The term "immediate supervisor" shall mean the administrator having immediate jurisdiction over an employee.

Exclusive Representative:

E. An employee may elect to be represented by the Exclusive Representative at any level of the grievance procedure.

F. An employee may present a grievance to the Employer and have the grievance adjusted without intervention by the Exclusive Representative. In that event, the Employer shall not agree to a final resolution of the grievance until the Exclusive Representative has been given copies of the grievance and the proposed resolution and had an opportunity to discuss the grievance with the Employer and state its views on the matter.

Employee Indemnification:

G. The employee and a designated bargaining unit representative, if any, participating in the grievance process shall suffer no loss of pay if meetings or appointments are mutually scheduled by the Employer and the Exclusive Representative.

H. At all levels of the grievance procedure, the employee shall provide the Exclusive Representative with all details and copies of correspondence relating to the grievance.

Time Limits:

I. The time limits established in this Article may be extended or shortened, but only by written mutual agreement of the employee or representative and the Employer.

Failure to adhere to the time limits of this Article by the employee or Exclusive Representative shall constitute a waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.

J. Once a grievance has been initiated, all matters relating to it which occur during the grievance process shall become a part of and be resolved in the grievance proceeding.

K. Until final disposition of the grievance, the employee shall conform to the Employer's original direction.

Informal Level:

L. Before filing a formal written grievance, an employee shall discuss the matter with their immediate supervisor within ten (10) days or within a reasonable time following discovery of the alleged violation. The immediate supervisor shall investigate the matter and respond verbally within two (2) days of the meeting.

Formal Level One:

M. Within ten (10) days of the informal meeting, the employee shall file a grievance form with their immediate supervisor.

1. The grievance form shall contain the following minimum information:

   a. Employee's name;

   b. Date of filing;

   c. Date of the alleged violation;

   d. Specific article(s) and/or section(s) of the Agreement which are claimed to have been violated;

   e. Brief description of the alleged violation;

   f. Brief synopsis of the informal conference;

   g. Specific relief requested.

2. Within ten (10) days of the supervisor's receipt of the grievance, or within ten (10) days of a formal conference if one is requested, a written decision shall be issued to the employee. If a written decision is not issued within the time limit, the grievance is denied and the employee may appeal to the next level.

Formal Level Two:

N. In the event that the grievance is denied at Level One, a Level Two grievance form shall be filed with the District Superintendent or designated representative within 10 days of the issuance of the Level One denial or the deadline for the Level One decision.

1. The filing shall contain:

a. A copy of the original grievance;

b. The written decision rendered at Level One;

c. Additional information, if any;

d. A clear statement of the reasons for the appeal.

2. The District Superintendent or designated representative shall meet with the employee within ten (10) days of receipt of the grievance.

3. Within ten (10) days of the meeting specified in Paragraph 2, the District Superintendent or designee shall transmit a written decision to the employee.

Formal Level Three:

O. In the event a grievant is dissatisfied with the decision at Level Two, on written notice to the other, either party may request grievance mediation from the California State Mediation and Conciliation Service. The request for grievance mediation shall be filed within ten (10) days of the District Superintendent's decision at Level Two of the grievance procedure.

1. The mediator shall schedule a meeting to review the grievance at a time, date, and place mutually acceptable to the parties.

2. The mediator shall attempt to find a mutually acceptable resolution to the grievance.

3. The mediator shall not issue any public statement of facts or opinion on the issue(s) in dispute.

4. The mediation or settlement positions of either party shall not be introduced into any other grievance level.

5. In the event the parties are unable to resolve the grievance at the grievance mediation session(s) at Level Three, the grievant may submit the grievance to arbitration. Filing for arbitration must be done within fifteen (15)

days of the closing of the mediation session. Failure of the grievant and/or the grievant's representative to adhere to the time limits specified in this Article shall constitute waiver and acceptance of the decision or action of the District Superintendent at Level Two of the grievance procedure.

P. The District and the Exclusive Representative agree that any employee grievance denied at Level Three may be submitted to arbitration by an arbitrator selected from the American Arbitration Association service list.

1. If the employee is satisfied with the Level Three decision, the Exclusive Representative is barred from instituting the arbitration procedure.

2. The filing must be made by the Exclusive Representative within fifteen (15) days of the decision at Level Three, or by the District within fifteen (15) days of the date of the alleged violation.

Q. The arbitration shall be limited solely to interpretation and application of this Agreement to the precise issue(s) submitted in the original filing and any procedural objections made by the Employer. The arbitration shall not determine any other issue(s).

The arbitrator shall have no power or authority to hear cases challenging any of the following:

1. The District's promulgation of rules or procedures for implementation of this Agreement.

2. Termination of services or failure to reemploy or reassign any employee to a position for which the employee is compensated over and above regular placement on the salary schedule.

R. The arbitrator shall render a written recommendation which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted. In rendering the award, the arbitrator shall be limited as follows:

1. Where the District has made a judgment involving exercise of discretion, the arbitrator shall review that judgment solely to determine whether the decision has violated the Agreement. The arbitrator's judgment shall not be substituted for judgment of the District.

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

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

4. The arbitrator's recommendation may include restitution, financial reimbursement, or other proper remedies except fines, penalties, or interest.

S. The arbitrator's recommendation shall be binding on the District and the Association.

T. The parties shall share the per diem and expense costs of the arbitrator and the American Arbitration Association's administration fee. Should the District reject the arbitrator's recommendation, the District shall pay the arbitrator's per diem and expense costs. Each party shall bear all other costs of its own case.

ARTICLE 14
TRANSPORTATION

Guaranteed Hours:

A. The District shall establish home-to-school and school-to-home bus routes. Driving assignments shall be determined on an annual basis using a bid process and as additional routes come up for bid. The educational needs of the District may require a variation in daily hours, in which case drivers/transportation aides will be given five (5) days advance notice, when applicable.

1. Workday: The length of the workday shall be designated by the District for each Bus Driver in accordance with the provisions set forth in this Agreement. The workday for each Bus Driver shall be established and regularly fixed. Bus Driver's Guaranteed time shall be eight (8) working Hours.

2. Work Week: The Work week shall consist of five (5) consecutive work days, normally Monday through Friday, for all Bus Drivers.

3. Contract Hours: During the contracted days, each designated school Bus Driver is contracted to work a minimum of eight (8) hours each school day. The work week for designated school Bus Drivers shall be a minimum of forty (40) rendered units of eight (8) hours.

4. No hours may be worked outside of the established schedule per route without prior written approval of the employee's supervisor.

5. If the workday does not necessitate (8) hours of work in Transportation, Bus Drivers may be assigned to other sites/departments for District need to fulfill an 8 hour day so long as the employee is qualified to perform the assigned work.

Minimum Day/Changes:

B. Minimum days or other changes in school schedules initiated by the District may necessitate changes in scheduled routes. In such cases, the District may change the workday schedule but any change will not be used to reduce the total daily assigned hours. Start times for pupil free days will be posted one week in advance. At the District's discretion, other duties may be assigned to make up for regularly-assigned daily hours. Bus drivers shall attend mandatory in-service when scheduled on pupil free days. Unit members shall be given reasonable notice of changes to their schedules due to changes in school calendars.

Startup and Pre-Trip Time:

C. Bus drivers shall receive one (1) 20-minute period for pre-trip inspection to check out the bus before the first run of the day, and one (1) 20-minute period for pre-trip inspection and bus check should the driver be required to use a different bus during the same workday. Bus drivers shall also receive ten (10) minutes for inspections of non-school bus vehicles. Bus drivers shall also be provided ten (10) minutes to complete paperwork necessary for daily inspections, hours of duty, time sheets, defect reports, and include time to clock in and out.

Standby Time:

D. Bus drivers on nonhome-to-school trips who are required to remain on standby for the duration of events for which the trip is made shall be paid for all standby hours, including lunch, at the appropriate rate of pay. Bus drivers are permitted to travel up to 10 miles one way during their standby time for the purpose of having a meal (if time permits). Distances longer than 10 miles must be approved by the Supervisor. The Supervisor may also provide written notice that travel will not be allowed during stand-by time with supporting reasoning included.

Bidding:

E. The parties recognize that numerous adjustments to regular education routes, bus assignments, and work schedules may be necessary during the first weeks of the school year and are necessary throughout the school year for special education routes. Daily bus routes shall be assigned by bargaining unit seniority, using the bidding process, by date of hire as a school bus driver within the transportation department. The drivers/transportation aides with the greatest seniority shall select their route first and the process shall be repeated in descending order until all routes are taken. A seniority list shall be created on the first and last day of each traditional school year for Field Trip assignments and Additional Transportation Work. The bidding process shall begin ten (10) calendar days prior to the fall semester with the bid sheet posting in the transportation office. Bidding will take place at 8 a.m. in the transportation office, six (6) calendar days prior to the beginning of the fall semester. Drivers/transportation aides shall begin their assignment one (1) day prior to the fall semester.

1. The District shall notify all active bus drivers/transportation aides at least seven (7) calendar days prior to the day of the bid.

2. The bid sheet shall be made available for review not later than 9 AM of the workday prior to the bid day. The bid sheet shall contain all pertinent information on the route, route number, and bus and also include bid time, bid closeout date and time, and the effective date of implementing the assignment. It is understood that changes may be made to the bid sheet after it has been made available for review; however, the District shall make an educated and good faith

effort to assure the accuracy of the routes prior to sending the bid packets. Bidding shall not occur prior to 8 a.m. on the bid day.

3. An active driver/transportation aide unable to attend the general bid shall authorize another regular bus driver/transportation aide to bid on their behalf. The proxy statement given to the supervisor prior to the bid shall be in writing, specifying the name of the proxy, and give consent to accept any route awarded due to the proxy bid. After the annual bidding process has been completed, no bus driver will have their hours reduced during the year bid for unless the employee so requests, elects to rebid, or via the layoff process. Absent bus drivers/transportation aides who fail to bid or submit a proxy must select from remaining routes.

4. Bus drivers/transportation aides on long-term leave shall not be permitted to participate in the bidding process. Upon return to work, the bus drivers/transportation aides may bid on existing vacancies. While on protected medical leave, an employee may bid on existing vacancies that are comparable in hours to the employee's assignment prior to the medical leave. Thereafter, employees returning from long-term leave will be eligible to participate in the next general bidding process.

5. Any regular run not on the bid board on the day of the bid shall be offered to the senior bus drivers/transportation aides and then in descending order of seniority until accepted, not to exceed a total assignment of eight (8) hours.

6. If regular route vacancies occur during the year the District will determine what vacant routes are available within ten (10) working days. A bid process will be offered to bus drivers/transportation aides, on a voluntary basis, to select a vacant assignment. Vacant routes will be posted for five (5) working days. The notification will contain all pertinent information on the route including bid time and effective date of implementing the assignment. Implementation shall be no later than two (2) working days after the bid. Vacancies occurring after March 1 are bid during the following August.

7. If the District has approved an authorized leave of absence for sixty (60) days or more during the school year, and the annual bid process has been completed, the District shall put the route up for temporary bid by seniority for bus drivers whose current annual assignment is fewer hours than the temporarily vacant assignment. On return of the absent employee during the same school year, bus drivers impacted by the temporary bid shall return to their regular hours and assignments for the year. Temporary bids shall not increase the annual minimum guaranteed hours except for the duration of the temporary assignment.

8. The Transportation Supervisor may adjust the length of routes within 30 days of the start of school due to late changes in student needs as the school year begins.

a. Adjustments upwards in route times shall immediately become the driver's regular permanent hours with additional fringe and health benefits, as appropriate.

b. Adjustments downwards in route times will not lower the driver's regular permanent hours, and additional Transportation department and/or District work shall be assigned to maintain the driver's total permanent hours so long as the employee is qualified to perform the assigned work.

9. The Transportation Supervisor shall make all efforts to not adjust any routes by more than 15 minutes. If one route is increased by more than 15 minutes, then a rebidding process shall take place. Adjustments decreased in route times will not lower the bus driver's regular permanent hours, and additional transportation department and/or District work shall be assigned to maintain the bus driver's total permanent hours so long as the employee is qualified to perform the assigned work.

10. All refusals and turndowns must be verified in writing and must be signed and dated by the bus driver refusing the extra assignment. This document must be kept on file and maintained by the Transportation Supervisor. The bus driver shall also receive a copy of the document upon signing and turning it in.

a. Field Trips-Refusals will be charged to the roster, unless the posting requirements were not met.

b. Additional Transportation Department Work assignments -Refusals will be charged to the roster.

11. Recess/Vacated Assignments:

a. Recess and Vacated assignments will be open for bid following the procedure for regular route assignment. All Recess and Vacated route assignments will be posted as soon as the route becomes available for a minimum of three (3) working days prior to the bid.

b. Recess and Vacated routes will be open for bidding by rotational seniority after the three (3) day posting period.

12. Covers and Additional Driving Hours:

a. Bus drivers may be required to drive additional students on their morning or afternoon assigned route to fill their assigned working hours.

b. Transportation Aides and Student Transport Drivers may be utilized at the District's discretion for coverage routes, field trips, ELOP, and additional transportation work, as operationally needed, provided they meet the qualifications and are assigned based on the applicable seniority rotation list.

c. When no bargaining unit employees are available, the District may assign qualified non-bargaining unit employees to meet the transportation needs of the District.

13. A bus driver's daily route will include the route, driving time, pre-trip and post-trip inspections, required paperwork, and, cleaning their assigned transport vehicle.

Field Trips:

F. The rotation list will consist of seniority listing of all permanent, Type B licensed bus drivers only. Two (2) separate rotation lists will be available for trips: one (1) for weekday trips and one (1) for weekend trips. Bus drivers may choose, by seniority (where the rotation list left off), any trip available on the weekday list. Weekend trips shall be taken or declined in the order of date and time of the trip by seniority.

1. Field trip assignments and student activity trips shall be offered to available bus drivers when it does not impact home to school routes. The District will ensure compliance with Senate Bill 88.

2. If accepting an extra trip would cause a driver to exceed the maximum of sixteen (16) hours in one (1) day, or make impossible the minimum of eight (8) hours of off-duty time before the beginning of the next regular shift as required by law, the driver's assigned work schedule shall be adjusted to ensure that the driver stays within legal limits on the day of the trip and adjusted the day following the trip to ensure not less than an eight (8) hour workday. Any adjustment may include other assigned duties in addition to the regular bus route.

3. A bus driver shall have until the end of the daily shift to accept or decline a trip. Bus drivers shall be charged for a trip, when the trip is rejected, unless the driver is given less than 24 hours notice. In unexpected situations, the District may require a shorter period of time for acceptance/declination in order to meet the needs of student transportation.

4. A trip sheet listing all approved trips and student activities shall be posted no later than 12:00 PM on the 24th day of each month, or the preceding workday if the 24th falls on a non-workday. Any trip that becomes known after the trip sheet is posted shall be added at the bottom in the order received.

5. When any trip falls within a regular day and has not been accepted by any driver, an employee's immediate supervisor may assign the trip to any qualified school bus driver in reverse seniority rotation, at their discretion. Such assignment shall not occur less than 24 hours prior to the start time, except in the cases of emergency coverage.

6. The pay period for extra duties shall be from the 21st of each month through the 20th of the following month. Drivers may sign a waiver to remove themselves from the current rotation list which shall be updated monthly. Reinstatement may be made only following completion of the existing pay period.

7. Hours Allotted – Trip Cancellation: Every effort will be made to notify the employee of a trip cancellation as far in advance as possible. If a field trip is canceled and rescheduled within the same email the bus driver will keep the rescheduled trip. If a field trip is canceled on site (exclusive of Saturday or Sunday), the bus driver will be entitled to two (2) hours of pay at regular hourly rate. If the trip is canceled at the site on a Saturday or Sunday, then the bus driver will be paid a minimum of two (2) hours at the time and one-half the regular hourly rate. In the event the Saturday trip is cancelled prior to arriving for duty it will be replaced as another one is available.

8. Illness – Any bus driver absent due to illness the day prior to a scheduled weekday field trip or the workday preceding a scheduled weekend field trip will be removed, and the trip will be assigned to the next eligible bus driver based on seniority. Bus drivers assigned as a replacement for an absent bus driver may turn down the assignment with no refusal being charged. Approved school business or vacation will not constitute an absence.

9. The trip sheet shall include the trip date, destination, departure, expected return time, and, estimated hours.

Renewal Certificate and Training:

G. The District shall reimburse the unit member the renewal fee for their California Special Drivers Certificate. The District will cover the cost of a unit member's Department of Transportation medical examiner's certificate report.

H. Paid training shall be offered to regular District drivers in a timely manner to meet the California Highway Patrol and other state requirements for license renewal, not to exceed twelve (12) hours of paid training.

License Restriction:

I. The District shall only employ bus drivers with a valid California Special Drivers Certificate.

Summer School/ELOP Assignments:

J. Summer School / Extended School Year/ELOP:

1. Bus drivers/transportation aides must apply for summer school/ELOP assignments per the established procedures of the Human Resources Department. The Human Resources Department will have a list of driver volunteers working summer school/ELOP. Bus drivers/transportation aides must submit a detailed letter of interest with all summer work applications. Applicants will be placed on a rotation list starting with the most senior.

2. Bus drivers/transportation aides selected for summer school/ELOP will be placed on a rotating list according to seniority.

3. Bus drivers/transportation aides will be offered summer school/ELOP driving routes based on seniority rotation per the year's list of summer drivers/transportation aides. Sessions will be chosen where the rotation list left off.

4. Bus drivers/transportation aides selected to work the summer school/ELOP program shall be paid their daily rate of pay.

Extra Hours Outside Summer School / Extended School Year/ELOP:

K. Any extra hours available during the summer recess, above and beyond the summer school/ELOP program, will be assigned by seniority.

Distribution of Additional Transportation Department Work

L. Additional Transportation Department Work assignments will be offered to the employees in seniority order where the rotation list left off.

1. Assignment offers shall be made as the assignments become known and in chronological order should multiple assignments be approved at the same time.

2. If a bus driver is assigned both additional Transportation Department Work and a Field Trip Assignment which conflict in time, the employee will be offered the next available assignment, excluding ELOP.

Expanded Learning Opportunities Program and After School Education and Safety Program Intercession

M. ELOP/ASES: Intercessions are scheduled outside of the regular school calendar including: fall, winter, spring and summer.

1. Transportation services during intercessions will be considered extra work.

2. Intercession transportation needs exceeding five (5) workdays will rotate weekly.

3. Employees who decline or forfeit an ELOP/ASES intercession assignment will remain eligible at their next rotation.

4. ELOP intercession opportunities shall be posted and filled by seniority rotation and continue where the rotation list left off.

5. When the assigned driver is absent during intercession, ELOP coverage will be offered by seniority.

ARTICLE 15
CATASTROPHIC LEAVE PROGRAM

The District and the Association agree that catastrophic leave shall be handled in the following manner:

Definitions:

A. For purposes of the Catastrophic Leave Program, the following definitions apply:

1. Catastrophic illness/injury – Any illness or injury that incapacitates or is expected to incapacitate an employee for an extended period of time (more than ten (10) working days), or that incapacitates a member of the employee's immediate family that requires the employee to take an extended period of time (more than ten (10) working days) off work to care for that family member.

2. Eligible leave credits – Vacation leave or sick leave accrued to the donating employee under Education Code Sections 44978 and 45191.

3. Eligible employee – Any employee covered by this Agreement.

4. Immediate family – As defined in Paragraph M of Article 7.

5. The Bank – The total amount of leave contributions currently available for participating employees.

Enrollment/Contributions:

B. All classified employees are eligible for catastrophic leave. Participation is voluntary but requires contributions to the Bank. Only contributors are permitted to withdraw from the Bank. The District shall supply enrollment forms (Appendix B, Catastrophic Leave Form) to all new employees and those employees returning from leave.

C. Contributions will be authorized by the employee and, except as otherwise set forth below, continue from year to year until cancelled by the employee. (Option A on Appendix B.)

D. The annual rate of contribution by each participating employee for each school year shall be equal to one (1) day of vacation/sick leave for that employee.

E. Classified employees who are retiring or leaving the employ of the District may contribute unused sick leave to the Bank. (Option A on Appendix B.)

Non-Election/Cancellation

F. Eligible employees who elect not to join or do not return the enrollment form will not be permitted to join until the next open enrollment period (Option B on Appendix B.)

G. Cancellations can be submitted at any time. (Option C on Appendix B.) No withdrawal can be made as of the effective date of cancellation. Any vacation/sick leave previously contributed to the Bank will not be returned to the employee. If the employee subsequently decides to rejoin, they must wait until the next open enrollment period.

Requirements

H. Catastrophic leave may not be used for elective surgery, personal necessity leave or normal pregnancy leave.

I. An employee requesting catastrophic leave must exhaust all paid leave and any leave he/she continues to accrue on a monthly basis, as it accrues, prior to receiving catastrophic leave credit.

J. An employee out on leave and receiving additional income from the Workers' Compensation Program or an income protection program (e.g., American Fidelity) is not eligible to apply for catastrophic leave until their funding source has ended.

K. If an employee is not able to submit a request because of the illness or injury, their agent or family member may submit the request.

L. Catastrophic leave credits will be granted in units of no more than one (1) calendar month at a time. Participants may submit requests for extensions as their prior grants expire but may not exceed a maximum period of three (3) consecutive months.

M. Employees requesting catastrophic leave or requesting an extension of catastrophic leave must submit a Catastrophic Leave Withdrawal Request (Appendix B), along with a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work, to the Catastrophic Leave Committee.

N. If a request for catastrophic leave is denied, not renewed, or terminated, the employee requesting the leave may submit a written appeal to the Chapter's Executive Board within thirty (30) days. A decision will be made within fifteen (15) days of receipt of the appeal.

Administration of Catastrophic Leave

O. The Catastrophic Leave Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions to the participant and to the District.

P. The Catastrophic Leave Committee's authority shall be limited to administration of the Bank and reviewing requests for approval or disapproval. The Catastrophic Leave Committee shall keep all records confidential and shall not disclose the nature of the illness or injury, except as necessary to process the request and defend against any appeals of denial. Leave shall not be denied on the basis of illness or injury type.

Q. Any disputes arising over the qualification of an illness or injury for catastrophic leave shall be settled by a consensus of the Catastrophic Leave Committee and/or the Chapter's Executive Board.

R. If the Bank does not have sufficient days to fund a withdrawal request, the Catastrophic Leave Committee is not obligated to provide days and the District is not obligated to pay the employee any funds whatsoever

S. The Association agrees that the District's obligation and liability are limited to adding or reducing unit members' sick/vacation leave and supplying the Association with accounting records necessary for administration of the Catastrophic Leave Program.

T. The Association agrees to defend and indemnify the District against any grievance arbitration brought by a classified employee challenging any decision by the Catastrophic Leave Committee.

U. The Catastrophic Leave Program was created in 1977. If either the District or the Association wishes to unilaterally end the Program, they must notify the other party between May 1 and June 30 for the subsequent school year.

ARTICLE 16
DISCIPLINE

The right to formulate reasonable work rules pursuant to Education Code Section 45113 is vested in the District, and the right to discipline employees for violation of work rules is reserved solely to the District. Work rules formulated pursuant to the Education Code are not subject to the grievance procedure. The District will provide the Association with notice of any work rule changes.

A. Definitions: For purposes of this Article, the following definitions will be controlling:

1. Day: A calendar day.

2. Demotion: A change in the employee's classification resulting in a reduction in pay rate, either per month or per hour, without the employee's written voluntary consent.

3. Discipline: A suspension, demotion (other than reduction in hours of employment or assignment to a lower class pursuant to Education Code Sections 45101(g) and 45298), and/or dismissal from employment.

4. Dismissal: Involuntary separation from service initiated by the administration and approved by the Board. It may also be referred to as "termination of employment."

5. Informal Corrective Measures: The parties acknowledge that informal corrective measures (e.g., verbal warnings, evaluations, conferences, written warning notices or reprimands, letters to personnel files, voluntary and involuntary, and the like) are not subject to the disciplinary procedures in board policy. While there is no requirement that disciplinary action as defined in this Article be preceded by the informal corrective measures described above, the parties recognize the value of those measures and in no way intend to discourage or limit the use of such measures by this Article. The District retains discretion to determine the level of discipline to be imposed.

6. Suspension: Involuntary absence from work without pay initiated by the administration and approved by the governing board.

7. Promotional Probationary Employee: A permanent employee serving a probationary period in a promotional assignment.

B. Probationary Employees:

1. During the initial probationary or promotional probationary period, if a unit member experiences deficiencies in job performance in a new job or promotional

probationary assignment, or engages in misconduct, the unit member will not have the protections set forth in this Article.

2. Permanent employees serving in a promotional probationary position may be reinstated at any time during the probationary period to permanent status in their former classification, without the benefit of any of the protections of this Article. However, if a recommendation is made for the unit member's suspension or dismissal from district employment while the employee is serving in a probationary promotional position, the unit member will be entitled to the disciplinary hearing procedures set forth in board policy.

C. Permanent Employees: Permanent bargaining unit members will be subject to discipline in accordance with the terms of this Article for cause, consistent with and subject to the provisions of Education Code Sections 45113 and 45116.

D. Disciplinary Action for Cause: A permanent classified employee will be subject to disciplinary action for cause. The term "cause" includes but is not limited to the following:

1. Incompetency or inefficiency in performance of the duties of the position held.

2. Insubordination, including but not limited to refusal to do assigned work or insolence or disrespect toward authority.

3. Carelessness or negligence in performance of duties or in the care or use of district property.

4. Dishonesty, including intentional falsification or omission of any information supplied, or required to be supplied, to the District, including but not limited to information supplied on application forms, employment records, or any other district records.

5. Abandonment of position, defined as being absent from work without providing notice to an immediate supervisor for a leave of three (3) days or longer. In the event the employee is unable to contact their immediate supervisor, notice may be provided to the District's Human Resources Department.

6. Inability to meet requirements of the job, including but not limited to physical or legal inability to perform the duties assigned (such as the revocation, loss of, or inability to prove possession of a current license, permit, and/or work authorization).

7. Excessive absences and/or repeated tardiness without authority or sufficient reason. "Excessive absences" includes but is not limited to: (1) a

pattern of absences, such as on Mondays, Fridays, or the days immediately preceding or following a holiday or vacation period; or (2) exhaustion of all current year allotment of sick leave prior to the end of the school year, excluding absences for industrial accident, bereavement, pregnancy disability leave, or any physician determined long-term illness as defined in Article 7.

8. Abuse or violation of leave provisions set forth in this Agreement or the Education Code.

9. Violation or refusal to obey state laws or reasonable regulations prescribed for government of public schools by the State Board of Education or by the District's governing board.

10. Willful or persistent violation of the Education Code or the rules, regulations, policies, or directives of the governing board.

11. Violation of Government Code Section 3100 et seq. ("Oath of Allegiance for Public Employees").

12. Immoral conduct.

13. Evident unfitness for service.

14. Physical or mental condition rendering the employee unfit for service.

15. Use or possession of alcoholic beverages, narcotics, or other controlled substances, or being present at work while under the apparent influence of these or other intoxicants.

16. Arrest or conviction of a sexual offense or controlled substance offense as defined in Education Code Sections 44010 and 44011, or other applicable Education Code sections.

17. Conviction of a felony, or any crime, involving moral turpitude, or any crime bringing discredit to the District.

18. Disloyalty to the District.

19. Engaging in political activities during assigned hours of duty, including but not limited to any violation of Education Code Sections 7050-7058.

20. Any conduct that threatens or tends to threaten the welfare and/or property of district employees or pupils, including the employee(s) involved in the conduct.

21. Any failure of good conduct tending to injure the public service, including but not limited to personal conduct unbecoming an officer or employee of the District, whether or not such conduct amounts to a crime.

22. Offering anything of value or any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

23 Engaging in personal telephone, email, or other communications during assigned workhours.

24. Engaging in commercial activities for personal gain or benefit during assigned workhours.

25. Any other cause set forth in the Education Code (or as amended) or current board policy or policy later adopted by the Board.

E. Disciplinary Procedures: The notification requirements and procedures set forth in Board Policy 4218 (or as amended) apply to discipline under this Article.

ARTICLE 17
CONCLUSION

Completed Negotiations:

A. This Agreement and any appendix or addendum attached to it represents complete collective bargaining and full agreement by the parties with respect to the mandatory subjects of bargaining enumerated in the Act, which shall prevail during the term of this Agreement. Any matter or subject not covered in this Agreement has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

B. The Exclusive Representative understands and agrees that as to all matters not covered by this Agreement, except as provided by Paragraph H of this Article, the Employer shall not be obligated to meet and/or negotiate during the term of this Agreement.

Past Practices:

C. Specific provisions of this Agreement shall prevail over any past practice or procedure of the Employer.

1. Prior to ratification of this Agreement, any past practice or procedure of the Employer was discretionary on the Employer's part and subject to board policy or a previous contractual provision. In the absence of a specific provision in this Agreement, it is agreed that any past practice or procedure was discretionary on the part of the Employer.

2. When references are made to statute (e.g., the Education Code), the reference is informational only and does not subject the provision of the statute to the grievance process of this Agreement.

Management Retained Rights:

D. It is agreed and understood that the District retains the rights, powers, prerogatives, privileges, duties, and authority vested in it by state and federal laws and regulations and district policies to manage, control, and direct the operations and affairs of the District.

1. For purposes of illustration only, and not for purposes of limitation, these rights include, without limiting the generality of the foregoing, the rights to:

a. Manage and organize the District (including its administrative structure, properties, and facilities);

b. Direct the work of its employees;

c. Hire all employees, determine their qualifications and the conditions for their continued employment, discipline, dismiss, demote, promote, assign, and/or transfer all employees.

2. Exercising these rights, powers, prerogatives, privileges, duties, the adoption of policies, rules, regulations, and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

Severability:

E. In the event any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.

Continuation of Economic Benefits:

F. Upon expiration of this Agreement, or any interim salary or fringe benefit payment provision, employees who are reemployed for the following year shall be paid the same salary as for the final (or interim) year of the Agreement until a new agreement is ratified by the parties or the duty to bargain has been completed.

Work Continuation:

G. It is agreed that there will be no strike, work stoppage, slowdown, picketing in furtherance of a strike, etc., or failure and/or refusal to faithfully and fully perform job functions and responsibilities, or other interference with the District's operation by the Association or its officers, agents, or employees covered by this Agreement during the term of this Agreement, including compliance with requests by other employee organizations to engage in those activities. Employees who violate this Article may be subject to discipline up to and including termination of their employment with the District.

1. The District agrees that it shall not engage in a lock-out of bargaining unit members.

2. The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this Agreement and will guarantee the full and faithful performance of this Agreement. In the event of any strike, work stoppage or any other interference with the District's operation, the Exclusive Representative agrees that it will attempt to cause participating employees to cease their activities.

Duration of Agreement:

H. This Agreement shall become effective upon ratification by the Association and the District and shall remain in full force and effect through June 30, 2026.

1. The parties may mutually agree to meet and negotiate any subject matter covered under the scope of collective bargaining. For the 2024-2025 and 2025-2026 school years, the parties agree that Article 3, Salaries, Article 4, Health and Welfare Programs, and up to two other articles may be reopened.

2. The parties recognize the possibility that the District's ability to meet obligations set forth in this Agreement may be impaired, restricted, or limited by statutory or constitutional changes.

3. Should the District determine that such a situation has occurred, the particular article, section, or provision shall be rendered void with no effect. The District shall notify the Exclusive Representative of any proposed modification of any provision of this Agreement prior to implementation. If the Association believes a provision of this Agreement conflicts with state law, the Association shall notify the District.

I. The Exclusive Representative shall have the right to negotiate the effect of any proposed modification prior to its implementation. The demand to bargain must be received within five (5) days of receipt of any notice of proposed modification.

RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are authorized representatives of either the District or the employee organization as the contracting parties; that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

Robert Vincelette, President
Board of Trustees

Justin Wright, Clerk
Board of Trustees

Barbara E. Gaines
Superintendent

Dated: 08/28/2026

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS ROSAMOND CHAPTER 587

Gary Jones,
President

Chris Fujioka, CSEA
Labor Relations Representative

Dated: 08/28/2026

APPENDIX "A"

Classified Salary Schedule

(Effective July 1, 2025 – June 30, 2026)

2025-2026 CLASSIFIED SALARY SCHEDULE

	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
B	Lead Safety Officer - 184 days	24.54	25.52	26.47	27.40	28.34	29.26	30.14	31.04	31.97	32.93	33.92	34.94
C	Campus Safety Officer - 184 days	18.25	18.98	19.74	20.53	21.35	22.21	22.88	23.55	24.27	25.00	25.75	26.52
D	Bus Driver - 184 days	23.51	24.41	25.36	26.33	27.27	28.21	29.06	29.91	30.82	31.74	32.70	33.68
L	School Site Student Transport Driver - 11 month	21.19	22.09	23.12	24.02	25.05	26.07	26.86	27.66	28.49	29.35	30.23	31.13
D	Transportation Clerk/Bus Driver - 12 month	23.50	24.41	25.36	26.33	27.27	28.21	29.06	29.91	30.82	31.74	32.70	33.68
NN	Bus Driver/Mechanic Asst - 11 month	24.53	25.52	26.43	27.46	28.41	29.39	30.27	31.18	32.12	33.08	34.07	35.10
E	Asst School Bus Mechanic - 12 month	28.45	29.03	29.71	30.33	30.94	32.14	33.11	34.10	35.12	36.20	37.26	38.38
F	School Bus Mechanic - 12 month	32.68	34.45	36.27	38.07	39.82	41.58	42.83	44.11	45.44	46.80	48.20	49.65
G	Custodian - 12 month	18.47	19.37	20.36	21.33	22.26	23.19	23.77	24.67	25.63	26.59	27.53	28.47
H	Groundskeeper - 12 month	18.49	19.41	20.39	21.36	22.28	23.22	23.80	24.70	25.65	26.62	27.56	28.50
I	Head Custodian - 12 month	26.98	28.43	29.79	31.56	33.28	35.06	36.11	37.20	38.31	39.46	40.65	41.87
J	Head Groundskeeper - 12 month	27.00	28.66	30.37	32.16	33.87	35.65	36.73	37.83	38.96	40.13	41.34	42.58
J	Maintenance - 12 month	27.00	28.66	30.37	32.16	33.87	35.65	36.73	37.83	38.96	40.13	41.34	42.58
S	HVAC Maintenance - 12 month	36.67	38.18	39.70	41.28	42.93	44.65	45.99	47.37	48.79	50.25	51.76	53.31
K	Food Service Worker - 184 days	18.07	18.80	19.55	20.33	21.14	21.99	22.65	23.33	24.03	24.75	25.49	26.26
PP	Food Service Delivery - 184 days	18.22	18.99	19.74	20.50	21.34	22.15	22.82	23.50	24.21	24.93	25.68	26.45
RR	Food Service Cook - 184 days	20.78	21.61	22.47	23.37	24.31	25.28	26.03	26.81	27.61	28.45	29.30	30.18
M	Food Service Manager - 184 days	23.48	24.41	25.36	26.30	27.25	28.20	29.05	29.91	30.82	31.74	32.69	33.67
C	Transportation Bus Aide - 184 days	18.25	18.98	19.74	20.53	21.35	22.21	22.88	23.55	24.27	25.00	25.75	26.52
N	Paraeducator, Classroom - 184 days	18.51	19.29	20.02	20.76	21.50	22.28	22.95	23.63	24.34	25.07	25.83	26.60
O	Paraeducator, Special Education 1:1 - 184 days	19.03	19.81	20.54	21.34	22.09	22.86	23.54	24.25	24.98	25.72	26.50	27.29
O	Paraeducator, Special Education - 184 days	19.03	19.81	20.54	21.34	22.09	22.86	23.54	24.25	24.98	25.72	26.50	27.29
P	Paraeducator, Speech Path - 184 days	19.41	20.18	21.00	21.85	22.59	23.39	24.10	24.82	25.56	26.32	27.12	27.93
Q	Paraeducator, Deaf/Sign - 184 days	26.97	28.29	30.08	31.77	33.57	35.15	36.21	37.29	38.41	39.56	40.75	41.97
R	Speech Language Pathology Assistant - 184 days	27.77	28.89	30.04	31.25	32.49	33.79	34.80	35.86	36.92	38.03	39.18	40.35
R	Licensed Vocational Nurse - 184 days	27.77	28.89	30.04	31.25	32.49	33.79	34.80	35.86	36.92	38.03	39.18	40.35
T	After School Program Instructor - 184 days	19.27	20.24	21.04	21.99	22.98	24.02	24.74	25.48	26.25	27.03	27.84	28.68
TT	Expanded Learning Instructor - 225 days	22.09	23.09	24.13	25.22	25.97	26.75	27.56	28.38	29.23	30.11	31.31	32.57
U	After School Program Coordinator - 184 days	24.40	25.40	26.47	27.55	28.62	29.76	30.66	31.58	32.52	33.50	34.50	35.54
UU	Expanded Learning Coordinator - 225 days	26.59	27.69	28.85	30.02	31.19	32.44	33.42	34.42	35.45	36.51	37.61	38.73
X	Tutor, AVID & Intervention - 184 days	18.61	19.36	20.13	20.94	21.78	22.65	23.55	24.50	25.48	26.49	27.55	28.66

Longevity - Beginning of Service Year

	6th year	11th year	16th year	21st year	26th year	31st year
Per Hour	1.60	2.20	2.80	3.40	4.00	4.60
12 mos/8 hrs	3,340.80	4,593.60	5,846.40	7,099.20	8,352.00	9,604.80

Educational Increment Pay

Units	31 - 59	Voc Trng/Cert	60-90	91-124	125-154	155+
per hour	0.40	0.50	0.60	0.80	1.00	1.20
12 mos/8 hrs	835.20	1,044.00	1,252.80	1,670.40	2,088.00	2,505.60

2025-2026 CLASSIFIED SALARY SCHEDULE

	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
Y	Receptionist - 12 month	18.07	18.80	19.55	20.33	21.14	21.99	22.65	23.33	24.03	24.75	25.49	26.26
Z	Clerk, Office - 194 days	18.37	19.11	19.87	20.67	21.49	22.35	23.25	24.18	25.15	26.15	27.19	28.01
AA	Clerk, ASB - 194 days	18.49	19.23	20.00	20.80	21.64	22.50	23.40	24.34	25.31	26.32	27.38	28.20
BB	Clerk, Human Resources - 12 month	18.61	19.36	20.13	20.94	21.77	22.65	23.55	24.50	25.48	26.49	27.55	28.38
CC	Clerk, Attendance - 194 days	20.71	21.47	22.32	23.17	24.01	24.85	25.60	26.37	27.16	27.97	28.81	29.68
DD	Secretary, Alternative Education - 12 month	21.42	22.28	23.11	23.99	24.85	25.65	26.43	27.22	28.04	28.88	29.74	30.64
DD	Secretary, Maintenance - 12 month	21.42	22.28	23.11	23.99	24.85	25.65	26.43	27.22	28.04	28.88	29.74	30.64
DD	Human Resources Technician	21.42	22.28	23.11	23.99	24.85	25.65	26.43	27.22	28.04	28.88	29.74	30.64
EE	Coord of Adult & College Education - 11 month	22.27	23.14	24.03	24.92	25.81	26.69	27.49	28.32	29.17	30.04	30.95	31.87
FF	District Attendance Coordinator - 11 month	24.27	25.36	26.49	27.62	28.75	29.87	30.98	32.10	33.22	34.21	35.24	36.30
FF	Secretary, Principal - 11 month	24.27	25.36	26.49	27.62	28.75	29.87	30.98	32.10	33.22	34.21	35.24	36.30
OO	Secretary, High School Principal - 12 month	33.01	34.03	35.08	36.17	37.30	38.46	39.61	40.80	42.03	43.28	44.58	45.93
QQ	College & Career Coordinator - 12 month	35.56	36.81	38.09	39.42	40.80	42.22	43.48	44.79	46.14	47.52	48.95	50.41
GG	Secretary, Alt Ed Principal - 12 month	24.64	25.73	26.86	27.99	29.12	30.24	31.46	32.71	33.69	34.70	35.74	36.82
GG	Administrative Assist, Ed Services - 12 month	24.64	25.73	26.86	27.99	29.12	30.24	31.46	32.71	33.69	34.70	35.74	36.82
GG	Community Engagement Specialist, CCSPP - 12 mth	24.64	25.73	26.86	27.99	29.12	30.24	31.46	32.71	33.69	34.70	35.74	36.82
HH	Administrative Assist, Sp Ed - 11 month	24.27	25.36	26.49	27.62	28.75	29.87	30.98	32.10	33.22	34.21	35.24	36.30
II	Disaster & Emergency Services Coord - 12 month	27.62	28.24	28.85	29.43	30.04	31.20	32.14	33.10	34.09	35.12	36.17	37.26
CC	District Enrollment Coordinator - 12 month	20.71	21.47	22.32	23.17	24.01	24.85	25.60	26.37	27.16	27.97	28.81	29.68
JJ	Coordinator Categorical Programs - 195 days	29.87	30.51	31.18	31.83	32.50	33.34	34.34	35.36	36.43	37.52	38.63	39.80
KK	Food Service Supervisor - 11 month	30.44	31.69	32.91	34.12	35.34	36.57	37.66	38.79	39.96	41.15	42.39	43.66
LL	Media/Library Technician - 194 days	20.71	21.47	22.32	23.17	24.01	24.85	25.60	26.37	27.16	27.97	28.81	29.68
MM	Computer Technician - 11 month	21.15	22.08	23.02	23.97	24.91	25.85	26.63	27.42	28.25	29.09	29.97	30.87
NN	Information Systems Technician - 11 month	24.53	25.52	26.43	27.46	28.41	29.39	30.27	31.18	32.12	33.08	34.07	35.10
OO	Systems Administrator - 12 month	33.01	34.03	35.08	36.17	37.30	38.46	39.61	40.80	42.03	43.28	44.58	45.93
SS	Technology Coordinator - 12 month	36.31	37.76	39.27	40.84	42.48	44.18	45.94	47.78	49.69	51.68	53.75	55.90

Longevity - Beginning of Service Year

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Educational Increment Pay

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per hour	0.40	0.50	0.60	0.80	1.00	1.20
12 mos/8 hrs	835.20	1,044.00	1,252.80	1,670.40	2,088.00	2,505.60

(2025-2026 2.50% Increase)

As Of: 7/1/2025

Board Approved:

APPENDIX "B"

CATASTROPHIC LEAVE FORM

APPENDIX B

CATASTROPHIC LEAVE FORM

CSEA CHAPTER 587 Catastrophic Leave Enrollment/Cancellation Request Form

CSEA represented Classified employees who wish to participate in the Catastrophic leave Program must submit this form to the District Payroll Office upon employment to be eligible in the forthcoming school year. Employees returning from an extended leave will be able to participate within 30 days of returning to work.

A. Authorization. I hereby authorize the Southern Kern Unified School District to automatically deduct 1 day (hours equal to employees normal work day) of leave each from my annual sick/vacation leave allocation for distribution per the conditions specified in Article 15 of the Collective Bargaining Agreement between SKUSO and CSEA Chapter 587. **I understand that all donations are irrevocable.**

Please take _____ day(s) from my _____ sick or _____ vacation days.

Employee Name _____ Employee ID# _____

Signature _____ Date _____

B. Decline. I do not wish to participate in the Catastrophic leave Program at this time.

Employee Name _____ Employee ID# _____

Signature _____ Date _____

C. Cancellation. I hereby cancel all further contributions and no longer wish to participate in the Catastrophic leave Program

Employee Name _____ Employee ID# _____

Signature _____ Date _____

CSEA CHAPTER 587 Catastrophic Leave Program Withdrawal Request Form

Name _____ Phone _____

Employee ID # _____ Number of days requested _____

Brief description of illness or injury _____

_____

_____

_____

_____

I declare that I meet all of the required conditions and I am a CSEA represented Classified employee on active duty with the Southern Kern Unified School District and have voluntarily contributed to the Catastrophic Leave Program. I have exhausted all of my sick and vacation leave and am unable to return to work at this time. I have attached a doctor's statement regarding my illness/injury (or family members' illness/injury) and the approximate date I am able to return to work. I understand that the leave may not be used for any illness/injury that I have filed a Workers Compensation claim for or that I am receiving any other type of protection income for (American Fidelity, etc) and any additional time requested must be supported by a current doctors statement.

Employee Signature _____ Date _____

CSEA/Committee Action:

Is employee a current contributor to the bank? _____ Yes _____ No

_____ Request approved for _____ days. **Or** _____ Request Denied

CSEA/Committee Signature _____ Date _____

Payroll/Personnel Action:

Employee is regularly scheduled to work _____ Hours per day.

Total number of hours deducted from the Bank and given to the employee _____.

Payroll/Personnel Signature _____ Date _____

APPENDIX "C"

CLASSIFIED EVALUATION FORM

APPENDIX C

Southern Kern Unified School District

CLASSIFIED EVALUATION REPORT

NAME_____ JOB CLASSIFICATION_____ SCHOOL or DEPARTMENT _____

DATE_____

2nd mo._____ 5th mo._____ Annual_____

JOB PERFORMANCE RATING FACTORS (Use N/A if specific item is not applicable)	1 BELOW DISTRICT STANDARDS	2 NEEDS IMPROVEMENT	3 MEETS DISTRICT STANDARDS	4 DEMONSTRATES EXCEPTIONAL PERFORMANCE
1. WORK HABITS				
• Demonstrates effective job skills				
• Follows instructions with minimum supervision				
• Follows through on assigned tasks				
• Manages time effectively				
• Observes confidentiality				
• Participates in improving job performance				
2. PERSONAL ATTRIBUTES				
• Regularity of attendance				
• Observes work hours				
• Personal hygiene/appearance				
• Positive attitude on job				
• Demonstrates consistent good judgement on job				
3. WORK RELATIONS				
• Communicates well and works effectively with...				
- Supervisor				
- Fellow workers				
- Public/Other District Staff				
- Students				
• Accepts Supervision				
• Works effectively in a participatory manner to meet District/Department/School goals with...				
- Supervisor				
- Fellow workers				
- Other District Staff				
- Community				
4. WORK AREA AND EQUIPMENT				
• Neat appearance of work area				
• Organized and adequately prepared/supplied				
• Follows safety procedures in care and operation of equipment				
• Keeps current on most effective use and management of job duties, machines, and equipment				

Any Below District Standards, Needs Improvement or Demonstrates Exceptional Performance must be substantiated in the comment area for each section. Please indicate specific incidents. Attach additional sheets as necessary.

Individual goals for improvement must be set to remediate any below standard ratings. (See other side)

WORK HABITS COMMENTS:

PERSONAL ATTRIBUTES COMMENTS:

WORK RELATIONS COMMENTS:

WORK AREA AND EQUIPMENT COMMENT:

EVALUATOR'S SIGNATURE_____ TITLE_____ DATE_____

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

COMMENT:_____

_____

EMPLOYEE'S SIGNATURE_____ DATE_____

PURPOSE OF THE EVALUATION

The performance evaluation is of prime importance to the school District, the supervisor, and the employee. Its importance is demonstrated by it serving the following purposes:

- To let the employee know the expected standards of job performance.
- To let the employee know how well his/her work performance meets the expected job standards.
- To provide the employee an opportunity to express his attitude and approach regarding his job assignment.
- To provide the employee with specific job areas which require improvement.
- To assist the school District in determining training needs.
- To assist the school District in measuring the efficiency of its human resources.

INSTRUCTIONS FOR COMPLETING THE EVALUATION

1. FACTOR RATINGS (Required, please refer to Classified Evaluation Guidelines, CSEA CBA ARTICLE 9)

   This section includes four categories of factors which must be observed and rated, as Below District Standards, Needs Improvement, Meets District Standards, or Demonstrates Exceptional Performance. Under each factor are items, which contribute to successful job performance in that category.

   1. Below District Standards in inadequate and below the level expected of a qualified employee for the established work standards. Factual evidence must be presented in writing to substantiate this rating.
   2. Needs Improvement evidences some effort to achieve standards but growth is still needed. Employee and evaluator will work on a plan to reach these standards.
   3. Meets District Standards – work performance, which consistently coincides with established standards for the position. This is the performance level expected of a trained/qualified employee.
   4. Demonstrates Exceptional Performance – work performance consistently demonstrated exceptional performance in the specific tasks assigned. Factual evidence must be presented in writing to substantiate this rating. This rating is reserved for those worthy of special commendation and is not to be used in place of #3 above.

2. GOALS AND OBJECTIVES (Narrative)

   Goals and objectives are to be viewed as a developmental tool rather than an evaluative tool. It is based on the concepts that (1) The clearer the idea one has of what it is one is to accomplish, the greater the chances of accomplishing it and (2) Progress can only be measured in terms of what one is trying to accomplish.

   Goals and objectives may be set by the supervisor with the employee. Additional goals and objectives may be proposed by the employee with approval of the supervisor.

SUPERVISOR_____ EMPLOYEE_____

DATE_____

APPENDIX "D"

ARCHIVED LANGUAGE FOR ARTICLE VI - HOURS

APPENDIX D

(Archived Language from Article 6 - Hours)

Compensatory Time:

F. Upon request, an employee may be granted compensatory time off in lieu of cash compensation for overtime or extra-duty hours at the appropriate rate in effect at the time earned. The site administrator, designee, or District official who has the authority for supervision granted by the Board of Trustees must agree or authorize that compensatory time off will be offered for the overtime hours worked.

1. Compensatory time shall be taken at a time mutually acceptable to the employee and the District, without impairing the services rendered by the District, within twelve (12) calendar months following the month in which the overtime was worked. If the employee is not able to use the compensatory time within the time limit, the District shall pay the employee for the time worked at the appropriate rate of pay in effect at the time it was earned.

2. If the District must cancel previously agreed to compensatory time because of work scheduling or emergency need, the affected employee shall be compensated at the employee's rate of pay in effect when the compensatory time was canceled.

3. Any employee with accrued compensatory time may elect to use that compensatory time in lieu of sick leave or vacation time at their own discretion.

4. An employee shall be provided with his/her current balance of compensatory time upon request.

****

O. Compensatory time referred to in this Article shall be granted to employees on duty that day or on vacation approved by the employee's supervisor. Employees on vacation will be granted the time off on a day approved by their supervisor. A full day of leave will be deducted for employees on sick leave or personal necessity leave.

The time off (or compensatory time) shall be two and one-half (2½) hours for eight-hour employees and two (2) hours for six-hour employees. At the discretion of the employee's supervisor in non-precedential situations, an employee whose regular workday is less than six (6) hours may be released without loss of pay on any of the above-specified days if that release does not interfere with the employee's duties.

APPENDIX "E"

ARCHIVED LANGUAGE FOR ARTICLE III – WAGES

Absence of Regular Classroom Teacher:

L. In the absence of a regular classroom teacher, if a substitute teacher is not available and an instructional aide volunteers to work under the direction of a certificated person, the aide shall be paid one and a half times their regular hourly salary. The District always intends to employ substitute teachers and this paragraph applies only in an emergency situation when a substitute is not available. Aides will be compensated only if a teacher is absent at least thirty (30) continuous minutes or more. This paragraph does not apply to the After School Program.

Ascend Academy Site Differential

M. Bargaining unit members in paraeducator and campus security classifications assigned to the Ascend Academy will receive a site differential of $130 per month while working at least 50 percent of workdays (in a month) at that location. This stipend does not constitute a change in classification that would require posting the positions.