# CONTRACTUAL AGREEMENT

July 1, 2022 through June 30, 2025

between

MT. DIABLO UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Mt. Diablo Chapter 43

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Mt. Diablo Chapter 43

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## AGREEMENT

This Agreement between the Mt. Diablo Unified School District Board of Education (hereafter District) and the California School Employees Association and its Mt. Diablo Chapter No. 43 (hereafter CSEA) has been reached through "meeting and negotiating" as defined by §3540(h) of the Government Code.

## ARTICLE 1
## RECOGNITION

**1.** The District recognizes CSEA as the exclusive representative of the employees in the Paraprofessional Unit pursuant to Chapter 10.7 (commencing with §3540) of the Government Code.

## ARTICLE 2
## COVERAGE

**2.** The Paraprofessional Unit consists of all employees in the classified service in the following classifications:

Assistant to Deaf and Hard of Hearing I

Assistant to Deaf and Hard of Hearing II

Assistive Technology Technician

Augmentative Assistive Communicative Program-SEA

Braillist

Campus Supervisor

Campus Supervisor II

Community Health Promoter

Community Service Assistant

Early Childhood Attendant

Early Childhood Educator Trainee

Early Childhood Educator

Early Childhood Educator-Lead

Educational Interpreter

General Education Assistant, Behavior Assistant

Health Asst/Lic. Voc. Nurse Sp. Ed. /IEP

Instructional Assistant

Instructional Assistant - Bilingual

Instructional Assistant - Computer

Instructional Assistant - Visually Impaired

Job Developer/Coach

Occupational Therapy Assistant

Registered Nurse/Student Support

School/Family Resource Worker

School Safety Grant Liaison

Senior Instructional Assistant

Senior Instructional Assistant-Bilingual

Senior Instructional Assistant, Physical Education

Special Education Assistant I/Classroom

Special Education Assistant I/IEP

Special Education Assistant II/Classroom

Special Education Assistant II/IEP

Special Education/General Education Assistant III

Special Education Assistant IV/Behavior Assistant

Special Education Transportation Assistant

Speech-Language Pathology Assistant

Student Store Assistant

## ARTICLE 3
## ORGANIZATIONAL SECURITY

### 3. Membership and Dues Deduction

District shall distribute CSEA-supplied membership applications to new hires. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

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

CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

### 4. Dues Deduction

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

The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors, and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

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

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

### 5. Membership Information

The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

**6. Hold Harmless Provision**

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

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

## ARTICLE 4
## ORGANIZATIONAL RIGHTS

**7. CSEA Rights**

CSEA shall have the following rights in addition to the rights contained in any other portion of this Article.

a. The right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members on grievances and matters related to their employment. The Organization representative may be denied permission by the District's representative to talk to the employee on his/her duty time if that will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the Chief, Human Resources for determination. Any such restriction shall be limited to no more than 24 hours. Provision of this remedy shall not bar use of the Grievance Procedure.
b. The right to use, without charge, institutional bulletin boards and mailboxes for the posting of information or notices concerning CSEA matters.
c. The right to review employee's personnel files when accompanied by the employee or on presentation of a written authorization signed by the employee.
d. The right to be supplied with a seniority roster, by classification, of affected bargaining unit employees, prior to any lay off. The roster shall indicate the employee's present classification and primary job site.

e. The right to receive, upon request and at actual cost to the District, a reasonable number of copies of materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Article.
f. The right of release time for employees who are elected state or chapter CSEA officers or appointed state CSEA representatives to conduct necessary CSEA business, providing that where substitutes are required and actually used, CSEA shall pay wages of such substitutes at the usual rates. Such release time shall not exceed twenty (20) days in any one school year except by the consent of the Chief, Human Resources or designee.
g. The District will provide CSEA with information each trimester regarding all changes in unit member addresses, telephone numbers and email. Vacancies will be posted electronically on the District website and updated per the contract posting timelines, in addition to hard copies being placed in the District provided mailbox for the CSEA Chapter President. All new bargaining positions are noted in board dockets every month.
h. All CSEA bargaining unit members have been provided with a District email account. The District will also provide computer access at each work site for CSEA Classified employees to access their district mail before or after their duty shift or at a time that does not interfere with student access.
i. The passage of Assembly Bill 119 has added requirements for public employers to give access to new employee orientations and provide contact information to exclusive representatives on all bargaining unit members. CSEA and the District agree to the following:

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

a) Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative and Chapter President notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, and site.

b) Definition of a Newly Hired Employee: "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. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented

by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

2. EMPLOYEE INFORMATION

a) Provide CSEA With New Hire Contact Information: On the last workday of each month, the District shall provide to CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

I. First name;
II. Middle initial;
III. Last name;
IV. Suffix (e.g. Jr., III);
V. Job Title;
VI. Department;
VII. Primary worksite name;
VIII. Work telephone number;
IX. Work Extension;
X. Home street address (incl. apartment #);
XI. City;
XII. State;
XIII. Zip code (5 or 9 digits);
XIV. Home telephone number (10 digits);
XV. Personal cellular telephone number (10 digits);
XVI. Personal email address of the employee;
XVII. Birthdate;
XVIII. Employee I.D.;
XIX. Hire date.

b) Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information required to be submitted and the method of

reporting shall be determined by CSEA but shall include all the information described above in section 2(a) of this Article.

3. NEW EMPLOYEE ORIENTATION

a) Definition of New Employee Orientation: "New Employee Orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

b) Provide CSEA With Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an 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. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.

I. Group Orientations: The District will hold new employee orientations for all new hires on a bi-monthly basis. The District and CSEA shall develop a yearly calendar of group orientation sessions to be held no less than twice per month, with the exception of November and December, where one (1) orientation per month shall be held. Scheduled group orientation sessions shall be cancelled where there are no new hires. The group orientations shall be scheduled in regular intervals approximately two (2) weeks apart. In the event the District conducts a group orientation, CSEA shall have a minimum of one (1) hour, including travel time, of paid release time for a CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

II. Individual Orientations: The District shall hold group orientations as outlined in section (3)(b)(I). However,

in unusual circumstances where only one employee is hired in an orientation period or in emergency situations, in the event the District may conduct one-on-one orientations with new employees, CSEA shall have a minimum of one (1) hour of paid release time, including travel time, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collectivebargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

III. The orientation session shall be held on District property during normal business hours.

c) New Hire Information Packet: The District shall include the CSEA membership application and/or a link for an electronic application in the new employee orientation packet.

4. GRIEVANCE AND ARBITRATION PROCEDURE

Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the grievance provisions of Article 5 Grievance Procedure of the Collective Bargaining Agreement, except as follows.

a) Definition of a "Grievant": For the purposes of this Article, the "Grievant" shall only be CSEA. No single employee or group of employees may grieve this article, unless they are authorized representatives of CSEA and grieving on behalf of the union. This provision shall supersede Article 5 of the collective bargaining agreement.

b) Expedited Grievance Procedure

I. Step 1: For the purposes of this Article, the grievance procedure shall commence at the Formal Level - Step 4 (Article 5 Section 15 of the collective bargaining agreement).

II. Step 2: If CSEA is not satisfied with the decision rendered at Step 1 (contract Step 4), the grievance shall

be resolved in expedited, final and binding arbitration before a mutually agreed upon arbitrator. If the parties cannot mutually agree on an arbitrator, the parties will obtain a list of five (5) arbitrators from the State Mediation and Conciliation Service and strike names alternately until only one name remains. The arbitration shall be held within thirty (30) days of the grievance arbitration filing or such other period as is mutually-agreed upon.

III. The cost of the arbitrator shall be born equally between the parties.

## ARTICLE 5
## GRIEVANCE PROCEDURE

### 8. Definitions

The following definitions control the meaning of the terms as used in this procedure.

a. "Grievance" means a complaint of one or more employees that they have been adversely affected by a violation, misapplication, or misinterpretation of this Agreement.
b. "Grievant" means the Association, the employee or employees filing the grievance.
c. "Immediate Supervisor" means the person at the lowest administrative level who has been designated management or supervisory and who assigns, reviews, or directs the work of the employee.
d. "Party" means the grievant and the District.
e. "Work Day" means a day when the administrative offices of the District are open.

### 9. Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure but, with the mutual agreement between the District and CSEA, the time limitation for any step may be extended.

### 10. Presentation

An employee or his/her representative, or both, may present a grievance while on duty. The grievant shall be limited to not more than two (2) representatives. If there is more than one grievant no more than two (2) grievants may participate at

any one time while on duty. However, additional grievants may participate with the mutual agreement of CSEA and the District.

**11. Representation**

The grievant may be represented by CSEA or, as provided by law, the employee may represent him/herself at any formal step of this procedure. If the grievant is represented by him/herself, CSEA retains the right to be present at any formal step of the procedure as an observer. Five (5) working days prior to any formal grievance hearing, the District shall notify CSEA of time, date, and place of all self-represented grievance presentations. For purposes of this notification requirement Step 1 is not considered a formal step. CSEA shall be limited to not more than two (2) observers.

**12. Informal Discussion - Step 1**

The alleged violation should be discussed with the immediate supervisor.

**13. Formal Grievance - Step 2 (Immediate Supervisor)**

a. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days after the event or circumstances occasioning the grievance, if the employee knew or should have known of the event or circumstances.
b. A formal grievance shall be initiated in writing on a form prescribed by the District and approved by the Union and shall be filed with the immediate supervisor. The form shall be completed to show the following:
    I. Grievant(s) name and work location.
    II. Grievant(s) work function.
    III. The date the grievance is delivered to the immediate supervisor.
    IV. The provision(s) of the agreement alleged to have been violated.
    V. The circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
    VI. The remedy sought by the grievant(s).
    VII. The name of the representative, if any, chosen by the grievant(s).
    VIII. Remarks.
    IX. The signature(s) of the grievant(s).
c. Within fifteen (15) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant. If the grievant is not represented by the Union, a copy shall be sent to the Union.

## 14. Formal Grievance - Step 3 (Chief, Human Resources or Designee)

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision in writing within fifteen (15) work days to the Chief, Human Resources or his/her designee. The grievant shall identify each aspect of the appropriate district administrator or school principal's decision with which the grievant disagrees.
b. The Chief, Human Resources or his/her designee shall investigate the grievance as fully as he/she deems necessary, and may provide for conferences with the grievant, who shall continue to have his/her right of representation. The Chief, Human Resources or his/her designee shall respond within fifteen (15) work days of the appeal to the grievant. That response shall state the Chief, Human Resources or his/her designee's view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.

## 15. Formal Grievance – Step 4 (Arbitration)

CSEA may submit the grievance to final and binding arbitration if the grievant is not satisfied with the disposition of the grievance at Step 3.

Such submission by CSEA must be made within fifteen (15) working days after service of the decision, in writing, to the Chief, Human Resources or his/her designee. That demand shall identify each aspect of the Chief, Human Resources or his/her designee's decision with which the grievant disagrees. The District and CSEA shall select a mutually acceptable arbitrator.

Should they be unable to agree to an arbitrator within ten (10) working days of the Union's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Mediation and Conciliation Service with a request that a list of arbitrators be submitted. Selection of the arbitrator shall be by alternate striking of names from the list. Either party shall have the right to reject any list in its entirety and request a new list.

## 16. Modification

The arbitrator shall have no power to add to, delete, or amend the terms of the Agreement.

## 17. Cost

The cost of the arbitrator shall be shared equally by the District and CSEA.

## 18. Attendance at Hearing

The District agrees that employees shall not suffer loss of compensation from District employment for time spent as a grievant, representative, or witness at a hearing held pursuant to this procedure.

## 19. Notice to Union

When the grievant is not represented by the Union, no solution shall be finally approved until the Union is given a statement in writing of the proposed solution and five (5) work days to file a response.

## 20. Recording of the Hearing

At the request of either party, a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate record.

## 21. Waiver of Step

By mutual consent, any step of the procedures may be waived by the District and CSEA.

## 22. Union Stewards

a. CSEA may designate Union Stewards for the purpose of processing grievances. Such stewards shall collectively be entitled to utilize up to 96 hours of paid release time per month for this purpose.
b. CSEA shall notify the District in writing of those members of CSEA designated as Union Stewards and any subsequent changes.
c. The Union Steward shall request release time in writing from his/her immediate supervisor and shall report in upon return to duty. That release shall not be unreasonably denied.
d. Upon entering another work location, the Union Steward shall identify him/herself, if possible, to the supervisor in charge of that location and state the purpose and expected duration of the visit.
e. The Union Steward may be denied permission by the District's representative to talk to the employee on his/her duty time if that will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the Chief, Human Resources for determination. Provision of this remedy shall not bar use of the Grievance Procedure.

## ARTICLE 6
## HOURS OF WORK

### 23. Full-time

a. All full-time employees work an eight (8) hour day, forty (40) hours per week.
b. The work week shall consist of five (5) consecutive days. Primarily the work week shall be Monday to Friday.
c. In the event that the assigned work week of a unit position is to be changed to different days, notice of the change shall be made to each affected employee, and to CSEA, at least twenty (20) work days prior to such change, except in case of emergency. Any qualified employee may request to be assigned to the new work week or, if scheduled for reassignment to a different work week, may request reassignment to a position within the class which has the work week the employee is currently working.
d. An assignment which includes Saturday and/or Sunday as part of the regular work week shall be paid at the regular rate for classification plus ten (10) percent during the period of such assignment.
e. Employees hired subsequent to the date of the execution of the contract whose assignment may be subject to change, shall be so informed at the time of initial employment whenever the employer is aware of such potential reassignment. Any employee so informed may be subject to an involuntary change in work week for an indefinite period that shall include permanent reassignment.
f. Full-time employees shall have an unpaid duty-free lunch period of at least thirty (30) minutes to be taken as near the midpoint of the day as possible and a paid fifteen (15) minute rest period in the morning and in the afternoon as determined by the District.
g. An employee who is requested (and accepts) or required by his/her supervisor to work during his/her lunch period shall be remunerated for all time worked during the normal lunch period in accordance with the provisions of Article 7. However, this does not prohibit the supervisor and employee from adjusting the lunch period or work day to provide for an alternate lunch period.
h. Rest periods shall not be cumulative nor shall they be used to shorten the work day.

### 24. Part-time

a. All part-time personnel are employed for a fractional part of an eight (8) hour day.

b. All part-time employees employed for four (4) consecutive hours per day or more will have a fifteen (15) minute rest period. Whenever possible the rest period should be scheduled at the midpoint of their day.
c. A part-time employee working five (5) hours per day or more shall be entitled to an unpaid duty free thirty (30) minute meal period which shall be scheduled by the immediate supervisor.
d. An employee who is requested (and accepts) or required by his/her supervisor to work during his/her lunch period shall be remunerated at his/her regular hourly rate. However, this does not prohibit the supervisor and employee from adjusting the lunch period or work day to provide for an alternate lunch period.

**25. Assigned Hours**

a. The actual hours of duty time shall vary at work locations, dependent upon individual assignments, except that special education assistants employed prior to October 28, 1986 shall primarily be assigned at least six (6) hours per day. Special education assistants employed after October 28, 1986 may, at the discretion of the District, be assigned less than six (6) hours per work day.
b. The District shall assign a fixed shift and fixed number of hours to each position at the beginning of each school year. This assignment shall be made in writing. Any employee may request in writing, once a year and/or upon change of classification, to receive in writing their salary and calendar information that will include total days (including holidays), hours per day, total hours, vacation hours, total paid hours, hourly rate/step, longevity and annual salary. The document will be provided in ten (10) business days after the request is received.
c. Once the hours of work are established by the immediate supervisor , including variables in yearly work assignment such as student vacation periods and modified school day, they shall not be changed for an individual employee except in accordance with §25d.
d. Employees shall be assigned a work week upon initial employment within a classification. The number of hours in the work week shall not be voluntarily reduced except in accordance with the following procedure. With good cause, an employee may request a reduction in his/her hours. The request shall be for an unpaid leave of absence. The initial request may not exceed one calendar year. Should the leave not be approved the position will be filled by the incumbent at the original hours. If the incumbent does not desire the position at the original hours, the employee's alternative would be to resign, participate in the transfer process or request consideration for job-sharing per §28. If the position becomes vacant, the District shall either fill the position at the original

hours or proceed to reduce the hours in accord with Article 32 (Layoff Procedures).

e. The starting and ending time of the shift may be changed due to changes in bell schedules, slip reading schedules, bus schedules, for safety of employees, other just cause given the employee in writing and subject to challenge in the grievance procedure, or by mutual agreement.
f. Where a site has more than one shift and the shift need not be associated with a particular assignment, the persons within the classification shall be assigned on the basis of seniority, with the most senior employee having the right to select his/her shift, rotating until all assignments have been made.
g. Bargaining unit members shall be paid or provided time within the work day (training is either conducted on paid time or via timesheet) for any and all training that is a job or district requirement (for example, mandated reporter training, blood-borne pathogen training).

## 26. Increase in Part-time Assignment

a. An employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive work days or more, shall have his/her basic assignment changed to reflect the longer hours.
b. If a part-time employee's average paid time, excluding overtime, exceeds his/her average assigned time by fifteen (15) minutes or more per work day in any calendar month of the school year, the hours paid per day for compensable leaves of absence, vacation and holidays in that month shall be equivalent to the average paid time per working day in that month, excluding overtime.
c. When additional hours are authorized for a position by the Chief, Human Resources, the position shall be posted for transfer pursuant to Article 36 (Transfer), unless there is an incumbent in the position, in which case, with the prior approval of CSEA, the incumbent shall be offered the additional hours. If the incumbent accepts the additional hours the position shall not be posted. If the incumbent declines the hours, the position shall be posted for transfer. If mutual agreement is not reached, the position shall be posted for transfer pursuant to Article 36 (Transfer). CSEA's approval shall not be withheld for arbitrary or capricious reasons.

## 27. Shift Differential

a. Differential compensation is provided in the form of a paid one-half (1/2) hour meal break for all employees who work more than five (5) hours on an evening or night shift.

b. Employees whose normal work day is divided into shifts separated by periods in excess of one (1) hour shall receive a paid one-half (1/2) hour meal break.

**28. Job-Sharing**

a. Job-sharing is a plan whereby two (2) people share the responsibilities for one (1) identifiable full-time position.
b. Mutual agreement between the two (2) employees, the immediate supervisor, and the Chief, Human Resources or designee, is required before a job-sharing agreement can be implemented.
c. In addition to mutual consent, the following conditions must exist in order for job-sharing to be approved:
    I) Both employees must hold permanent status in the classification. Employees may request voluntary demotion/reduction to previously held classifications in order to participate.
    II) The District shall not bear any additional expense as a result of the job-sharing.
d. Salaries of participants will be paid on a proportional basis.
e. The District shall fund medical and dental benefits on a pro rata basis where job-sharing participants provide the remaining premium payment to the District in advance.
f. A job-sharing situation can be terminated by the District if there is just cause for such termination. The job-sharing participants affected shall be given a written statement of the reasons for the termination. Upon termination of the job-sharing arrangement by the District, the job-sharing participants affected shall revert to the full- or part-time status held prior to such job-sharing.
g. With District approval, an employee may withdraw from job-sharing. In the event approval is denied, the employee may apply for transfer to a longer hour's position(s) under the transfer section of this agreement.
h. If one of the participants in the job-sharing program resigns, goes on leave, or returns to full-time employment, the position being shared shall be filled by the remaining participant if he/she so requests.
i. No classification within the bargaining unit shall be unreasonably excluded from the job-sharing program.

## ARTICLE 7
## OVERTIME

**29. Overtime Compensation Defined**

Upon prior approval of the immediate supervisor, an employee may work overtime in an emergency or for any other valid reason. Overtime is work:

a. On holidays. All employees assigned to work on holidays will receive cash compensation or compensatory time off at a rate of time and one-half in addition to the regular pay received for the holiday.
b. In excess of eight (8) hours worked in any one (1) day.
c. In excess of forty (40) hours worked in any one (1) week.
d. Performed on the sixth or seventh day in any one (1) work week where an employee's assignment has averaged four (4) hours or more during the previous five (5) consecutive days.
e. Performed on the seventh day in any one (1) work week where an employee's assignment has averaged less than four (4) hours during the work week.

**30. Overtime Compensation**

Overtime may be taken as compensatory time off (CTO) paid at the rate of one and one-half (1 1/2) times the hours worked or paid at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay at the employee's option. Compensatory time off shall be used within one (1) year from the date on which it was earned. The employee and supervisor shall decide the form of compensation prior to the employee working the overtime. Once the employee and supervisor haves agreed on the designation, it shall not be subject to change. Where the employee has designated CTO, the employee shall request the scheduling of that CTO. If the employee's request for CTO has been denied, the employee shall be paid in cash at the end of one (1) year.

**31. Additional Pay**

Any employee required or requested to work other than at his/her regularly scheduled time shall be entitled to compensation at the appropriate hourly rate for the duration of time worked.

**32. Overtime - Equal Distribution**

Overtime or extra hour offers shall be distributed and rotated as equally as is practical among employees in the same classification within each department/section/site, as applicable.

**33. Refusal of Extra Work**

Except under extraordinary circumstances, a unit member required to work other than during his or her regularly assigned hours shall be entitled to decline such assignment.

**34. Payment for Activity Supervision**

At the high school, middle and elementary school levels the District will pay for authorized activity supervision a minimum of two (2) hours of the higher of (1) the

equivalent of the Certificated Hourly Rate, per §14.5.1 of the current MDEA contract, or (2) at the employee's appropriate regular or overtime salary rate. Such pay shall be provided for activity supervision including but not limited to the following:

- Athletic Events
- Dances
- Music Presentations
- Drama Presentations
- Talent Show
- College Night
- Freshman Orientation
- Carnivals/Fairs

Unit members at each site will be given equal opportunity to volunteer for activity supervision assignments. Assignments will be equalized among unit member volunteers to the extent possible. Activity supervision assignments will not be given to non-employee volunteers if unit member volunteers are available.

**35. Field Trips, Outdoor Education & Overnight Compensation**

Employees who agree to accompany students on overnight trips, shall receive compensation as follows:

a. CSEA members who are asked to work during a field trip, outdoor education trip, or overnight trip will be paid for their regular shift and any additional time at their hourly rate for all actual time they supervise student(s) or provide assistance for the event. Such additional time will be recorded on a timesheet.
b. If the employee works overtime as defined in this Article, they will receive overtime compensation.
c. If the employee is required to stay overnight at the location they will receive 4 hours of pay for the time after the students go to bed until the student are awake in the morning.
d. Employees are required to take their duty free lunch and breaks as outlined in Article 6 (part 23f) and do not receive any additional breaks or lunch time as outlined in Article 6 (part 23h).

## ARTICLE 8
## VACATION

**36. "School-Day-Only" Employees and Employees Paid on Variable Payroll**

a. Employees who work during the school year only (School-Day-Only Employees) are paid for their vacation hours as part of their monthly salary. Since School-Day-Only employees are paid for their vacation

hours as part of their monthly salary, they are ineligible to take days off for vacation.

b. Employees who are paid on the variable payroll from time sheets are paid for their accrued vacation twice a year on January 10 and July 10.

**37. Vacation Scheduling (Employees Who Work Beyond the School Year)**

a. The parties shall comply with Appendix D that applies to employees who work beyond the school year and who are eligible to take days off for vacation.

**38. Vacation Accrual**

CSEA employees are 10 month employees as designated by the number of days worked each year.

a. An employee assigned to a regular full-time position earns vacation at the rate of one working day for each month of paid service. An employee assigned to a regular part-time position earns vacation at the same ratio as his/her work assignment bears to a full-time assignment.

b. Beginning with the fifth year of service, vacation is earned at the rate of one and one-half (1 1/2) days for each month of service. Beginning with the eleventh year of service, vacation is earned at the rate of two (2) working days for each month of service. Vacation accrual for an employee with a ten (10) month assignment is summarized as follows:

| | |
|---|---|
| 1 - 4 years of service | 10 work days per year |
| 5 - 10 years of service | 15 work days per year |
| 11 and more years of service | 20 work days per year |

**39. Vacation Computation**

For purposes of computing vacation accrual, a year of service is defined as nine (9) months worked in any fiscal year. A break in service or a leave without pay that exceeds three (3) months in any fiscal year will delay the increased vacation accrual rate.

**40. Vacation Eligibility**

New employees accrue vacation but are ineligible to take and shall not be paid for vacation, and a terminating employee will not be paid for any earned vacation accrual, until such employee has completed six (6) months of service.

## ARTICLE 9
## HOLIDAYS

### 41. Holiday Entitlement

Employees are entitled to payment for authorized holidays, provided they were in a paid status during any portion of the work day immediately preceding or succeeding the holiday. The authorized holidays include:

January 1 (New Year's Day)
Third Monday in January (Dr. Martin Luther King, Jr.'s Birthday)
Third Monday in February (President's Day)
A day during the Spring Recess
March 31 (Cesar Chavez Day)
Last Monday in May (Memorial Day)
Juneteenth (June 19)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Day after Thanksgiving Day
Day preceding December 25 or January 1
December 25

One additional holiday designated as a "floating holiday" shall be granted each employee in lieu of Admission Day. The date of such holiday shall be selected by the employee subject to approval of the District. That approval shall not be unreasonably withheld. "School-Day-Only" Employees are paid for this floating holiday and do not take the day off.

### 42. Saturday and Sunday Holidays

If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday shall be deemed to be the holiday.

### 43. Holiday Eligibility

Employees who are not normally assigned to duty on the holiday of December 25, January 1, and December 24 or December 31, shall be paid for those holidays provided that they were in a paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.

### 44. Holiday Pay

All employees' assigned work on holidays shall receive cash compensation or compensatory time off at a rate of time and one half in addition to the regular pay received for the holiday.

## 45. Additional Holidays

The District shall comply with Education Code §37220 and §1318.

# ARTICLE 10
# GENERAL TERMS RESPECTING LEAVES OF ABSENCE

## 46. Break in Service

No leave of absence granted by the District shall be deemed to be a break in service. An unpaid leave of absence which exceeds thirty (30) days shall result in adjustment of longevity, step increase and seniority dates.

## 47. Return from Leaves

a. An employee returning from paid leave shall return to the position held prior to taking such leave, provided the position still exists. An employee returning from an improvement of health leave of less than six (6) months or a combination of paid leave and improvement of health leave of less than six (6) months, shall be returned to the position held prior to taking such leave, provided the position still exists. In all other cases, employees returning from leave shall be returned to the same classification held prior to taking such leave.
b. No employee returning from leave shall have greater right to a position than they would have if they had not gone on leave.

## 48. Continuation of Health and Dental Coverage

An employee on unpaid leave may continue his/her coverage under the District's health, dental and life insurance plans then in effect, or changed during the period of leave. The employee shall remit the full cost of the premium to the District one (1) month in advance. An employee on paid leave shall continue to have the premium payments made by the District as provided in this Agreement.

## 49. Immediate Family

"Immediate family" means husband or wife, mother or father, sister or brother, son or daughter, son-in-law or daughter-in-law, brother-in-law or sister- in-law of the employee or the employee's spouse; grandchild of the employee or of the employee's spouse; grandmother or grandfather of the employee or of the employee's spouse; uncle or aunt of the employee or of the employee's spouse; niece or nephew of the employee or of the employee's spouse; step-parents of the employee or of the employee's spouse; or any person residing in the immediate household.

## 50. General Leave

a. The employee may be granted up to thirty (30) days unpaid leave with prior approval of the Chief, Human Resources or designee.
b. Unpaid leave beyond thirty (30) days or paid leave, in such amounts as may be decided, may be granted at the discretion of the Board of Education.
c. Leave for retraining and study may be applied for under this Article.
d. This leave is additional to any other leave provided by this Agreement.

## 51. 39-Month Reemployment List/Exhaustion of Leave(s)

a. Any employee out on leave will be given written notice a minimum of two (2) weeks prior to exhaustion of all leave(s) and placement on the reemployment list.
b. Pursuant to Education Code §45192 and Board Policy an employee who has used all leaves paid and unpaid shall be placed on a 39-month reemployment list.

# ARTICLE 11
# ASSOCIATION LEAVE

## 52. CSEA Association Leave

Employees designated by CSEA to conduct business during working hours shall be granted paid leave. An overall total of two hundred and thirty-one (231) hours of leave shall be granted for this purpose and to attend the CSEA annual conference. Fifty-six (56) of these hours shall be for activities consistent with the District's goals for staff development. At the conclusion of each school year the Association must verify that any hours used beyond one hundred and seventy-five (175) were used for activities consistent with the District's goals for staff development. Such hours shall not include released time provided elsewhere in this Agreement or for negotiations. CSEA shall reimburse the District for association leave in an amount sufficient to pay for substitute employees who are required and employed.

# ARTICLE 12
# BEREAVEMENT LEAVE

## 53. Bereavement

An employee shall be granted up to a maximum of four (4) days leave on full pay with no deduction of sick leave in the event of death of a member of the immediate family or five (5) days if travel beyond two hundred (200) miles or out of state is required and ten (10) days if travel beyond the contiguous United States is required. Designation of relationship and documentation of travel shall

be provided to the District within twenty (20) work days of return from the leave. Examples of documentation for travel or designation of relationship could be: receipts for gas, hotel or food, travel documents (i.e. airline tickets or hotel receipt) for travel, and obituaries, articles or a memorial program for relationship.

## ARTICLE 13
## IMPROVEMENT OF HEALTH LEAVE

### 54. Improvement of Health

Any employee may, at the discretion of the Board of Education, be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not more than one (1) year. The leave must be recommended by a physician in written form. A written statement from the physician certifying the employee's ability to return to service is required before reinstatement.

## ARTICLE 14
## INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

### 55. Accrual and Definition

An employee shall receive sixty (60) work days leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is serving the District and the accident or illness is reported to the agency handling Workers Compensation claims in accordance with their regulations and the agency accepts responsibility for the treatment of the employee.

### 56. Non-Accumulation

Allowable leave shall not be accumulated from year to year.

### 57. Administration

a. Industrial accident or illness leave shall commence on the first day of absence.
b. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers Compensation laws of this State, exceed the normal wage for the day.
c. Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers Compensation.
d. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

e. The industrial accident or illness leave shall be used in lieu of sick leave benefits. When entitlement to industrial accident or illness leave under this Article has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers Compensation laws of this State at the time of the exhaustion of benefits under this Article, he/she shall be entitled to use only so much of his/her accumulated and available sick leave and vacation leave, which, when added to the Workers Compensation award, provides for a day's pay at the regular rate of pay.
f. During all paid leaves of absence, whether industrial accident leave as provided in this Article, sick leave, vacation, compensatory time or other available leave provided by law or by this Agreement, the employee shall endorse to the District wage loss benefit checks received under the Workers Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Article.
g. The Superintendent or designee shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position.
h. A Workers' Compensation Claim form(s) and other required documentation shall be completed by the unit member and given to the appropriate administrator or designee within 24 hours after the occurrence of an industrial accident or illness.

## ARTICLE 15
## MATERNITY LEAVE

### 58. Pregnancy, Childbirth, Miscarriage and Recovery Therefrom

Each female employee is entitled to a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom as provided under the current Government Code. This pregnancy disability leave ("Maternity leave") shall be subject to the provisions covering sick leave. The length of the disability shall be determined by the employee and the employee's medical advisor. If the employee elects not to use sick leave, a request for leave of absence without pay shall be submitted to the Human Resources Department, before the expected date of delivery, specifying the expected beginning and end of the leave and the anticipated date of delivery as determined by a physician.

For Bonding/Parental Leave, see Article 17.

## ARTICLE 16
## MILITARY LEAVE

### 59. Military

The rights of employees to military leave are as specified in the Military and Veterans Code.

## ARTICLE 17
## NEW PARENT LEAVE

### 60. Unpaid Leave

**a. Newborn**
A parent of a newly born child shall be entitled, upon request, to a leave of absence without pay to commence any time during the first year after the birth of the child. This leave shall not exceed one (1) calendar year.

**b. Adoption**
An employee who adopts an infant child (one [1] year of age or less) shall be entitled, upon request, to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. This leave shall not exceed one (1) calendar year.

### 61. Paid Parental Leave

**Definitions**

"Parental leave" is leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. This leave is commonly referred to as "bonding leave", and this article uses the terms "bonding leave" and "parental leave" interchangeably. The intent of this Article is to incorporate the Government Code provisions providing for parental leave and any updates to it.

**Eligibility**

The employee needs to have been employed by the District for twelve (12) months prior to the request for leave to be eligible.

The initial date of hire will be used to determine whether an employee has met the twelve (12) months of employment requirement. Summer and other calendar breaks do not count against the employee. Time in probation does count toward the time employed.

**Entitlement**

An eligible employee is entitled to twelve (12) workweeks of bonding leave to be utilized during the first year following the birth or placement of a child with the parent through foster care or adoption. Twelve (12) workweeks means the equivalent of twelve (12) of the employee's normally scheduled workweeks. Employees are only entitled to one twelve (12) workweek period of parental leave in any twelve (12) month period.

An employee must first exhaust all available sick leave, including all accumulated sick leave, and continue to be absent from his/her duties on account of parental leave in order to gain access to differential pay.

The twelve (12) workweek differential period is reduced by any period of sick leave, including accumulated sick leave, taken during parental leave.

An employee who elects not to exhaust his/her sick leave during the parental leave is ineligible and would be on an unpaid leave.

While out on parental leave, an employee is also entitled to receive any applicable health benefits the employee was receiving immediately before the commencement of the leave. The employee is still required to pay his/her regular contribution while on parental leave and the District will notify the employee of this requirement.

This article provides a separate and distinct twelve (12) workweek pay entitlement for parental leave which is in addition to any other differential pay leave. An employee is eligible for parental leave with difference pay even if they have used all five (5) months of difference pay due to extended illness.

This leave may be utilized anytime during the year following birth or placement of a child and may be split over two (2) school years if it has not been exhausted.

A bonding leave does not have to be taken in one continuous period of time; the minimum duration of the leave shall be two (2) weeks, except that the District can grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions with prior notice. Any leave taken must be concluded within one (1) year of the birth or placement of the child with the employee.

## ARTICLE 18
## OFFICIAL APPEARANCE AND JURY LEAVE

### 62. Official Appearance

An employee shall be granted a paid leave of absence when ordered to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

## 63. Jury Duty

An employee shall be granted a paid leave of absence when required to report for jury duty during regular work hours, except that an employee whose assigned shift begins at/or after noon shall be released from duty on any day during which he/she is required to serve at least four (4) hours jury duty.

Employees on telephone standby for jury duty during assigned work hours shall take calls from their work location.

## 64. Compensation

Employees granted such leaves of absence shall pay to the District any amount received as jury or witness fees. Any mileage or parking allowance shall not be deemed to be a fee.

# ARTICLE 19
# PERSONAL NECESSITY LEAVE

## 65. Entitlement

An employee may use his/her accumulated sick leave in cases of personal necessity. Use of sick leave under this item is limited to seven (7) days in any fiscal year.

## 66. Verification

An absence form stating the conditions which caused the absence shall be submitted to the employer indicating that sick leave was used for personal necessity. The employee may be required to furnish additional information.

## 67. Conditions of Use

a. Reasons which shall be considered as personal necessities are the following and prior notice is not required:
    I. Death of a member of the immediate family. This is in addition to normal bereavement leave.
    II. Accident involving his/her person or property, or the person or property of a member of the immediate family.
    III. Serious or critical illness of a member of the immediate family.
b. An employee shall give prior notice of the use of personal necessity leave for the following reasons:
    I. Appearance in any court or administrative tribunal as a litigant.
    II. Personal Business. This does not include any vacation or recreational use or any use related to employment either present or prospective. The business must be something that cannot be accomplished other than during the employee's regular working

hours, or deferred to a more convenient date to accommodate the work schedule.

III. Religious observance.

**68. Discretionary Days**

Up to two (2) days of personal necessity may be utilized at the discretion of individual unit members each school year ("Discretionary Days").Unit members shall give their supervisor three (3) school days advance notice of their intention to use Discretionary Days. Such notice shall be tendered, in writing, and Discretionary Days shall also be entered into the District's substitute notification system at least three (3) school days prior to utilization. Such Discretionary Days shall be included in the allotted seven (7) days of personal necessity leave which may be used during each school year.

## ARTICLE 20
## RELIGIOUS OBSERVANCE

**69. Religious Observance**

Employees shall be granted a leave of absence without pay for observance of a religious holiday of their faith, not to exceed two (2) days per year.

## ARTICLE 21
## SICK LEAVE

**70. Accrual**

a. A full-time employee accrues sick leave at the rate of one (1) day for each month of service. A part-time employee accrues sick leave on a prorated basis.
b. At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
c. Sick leave does not accrue during periods of absence without pay that are over two (2) weeks, but does accrue during all periods of leave with pay.

**71. Notice of Sick Leave**

a. The employee must notify the District's absence management system no later than one (1) hour before his/her shift is to begin on the first day absent, unless conditions make notification impossible. In the event notification is not possible through the absence management system, the

employee shall notify his/her immediate supervisor, or authorized designee by email, text or phone, 1 hour prior to the shift start.

b. For multiple day absences, if returning earlier than the anticipated return to work date, the employee must notify the absence management system a minimum of twelve (12) hours prior to the start of the work shift in order that any employee filling the position on a substitute basis may be notified that they are excused from the assignment.
c. Following each month during which an absence occurs, the employee will sign the absence reconciliation form and submit to the office manager or administrator of their assigned site.

## 72. Verification

a. Verification by a doctor may be required after an absence of five (5) consecutive working days or ten (10) work days within any twenty (20) consecutive work day period. If the absence continues for more than five (5) consecutive working days and the doctor's verification does not state the length of the absence, or if the employee's leave extends beyond the period stated on the doctor's verification, the District may require the employee to obtain an updated medical verification stating the length of absence recommended by the doctor.
b. The District reserves the right to require medical verification of illness for shorter periods of time when there is probable cause to require such verification. Prior written notice of such requirements shall be given to the employee unless the District has reasonable cause to believe the employee's use of sick leave is related to a concerted activity.
c. If the District directs an employee to secure medical verification from a doctor of the District's choice, the District shall pay the cost of such verification. If any time off is used to see, get to and from, or travel to the District's chosen Doctor, the employee shall be reimbursed for travel at the IRS rate of reimbursement, and compensated at their pro-rata hourly rate for the time to see the Doctor.
d. Medical verification shall be presented to the supervisor, or designee, within 15 working days of the absences excused by the medical note.

## 73. Extended Sick Leave

After all regular sick leave, accumulated compensatory time, vacation or other available paid leave have been exhausted and additional absence due to illness or accident is necessary, the employee shall receive the difference between his/her own salary and the amount paid to a substitute, and benefits if previously receiving benefits, to a total of an additional five (5) months. Employees shall update the Doctor verification specified in 72a in order to receive Extended Sick Leave.

## 74. Sick Leave Donation Procedure

The purpose of this procedure is to allow a CSEA unit member to donate a limited amount of his/her accrued sick leave days to another unit member due to the unit member's catastrophic illness or injury.

Catastrophic illness or injury means an unexpected and/or life-threatening illness or injury to the employee that is expected to incapacitate the employee for an extended period of time.

Procedures:

a. When an employee determines that he/she wishes to donate some of his/her accrued sick leave days to a specific employee in need; he/she shall fill out the appropriate form.
b. Prior to receiving a donation, the employee will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential. The District will then make a determination as to whether the receiving employee is qualified for the donation and if the employee wishes to receive donations.
c.
    I. If the transfer of sick leave days is approved by the District, employees who work less than four (4) hours per day or twenty (20) hours per week may donate a minimum of four (4) hours to a maximum of twenty (20) hours, provided the employee does not reduce his/her sick leave accrual below one hundred and twenty (120) hours.
    II. If the transfer of sick leave days is approved by the District, employees who work four (4) hours or more per day or twenty (20) hours or more per week may donate a minimum of six (6) hours to a maximum of thirty (30) hours, provided the employee does not reduce his/her sick leave accrual below one hundred and eighty (180) hours.
d. No employee is eligible to receive the donation if he/she has used more than his/her current annual entitlement of sick leave or personal necessity/business leave in two of the last three years, except the District may waive this provision in verified instances of continuing illness or injury.
e. Participation is voluntary, donation is irrevocable and confidential.
f. Worker compensation claims are excluded from this program.
g. The unit members shall first use the balance of his/her current annual entitlement, and then his/her accumulated days, vacation days and compensatory time. Donated days shall run concurrently with extended leave.

h. The combination of all paid leave, inclusive of the summer recess, shall not exceed twelve (12) calendar months. It is expected that if the illness/disability is to exceed this period of time, the employee should apply for PERS disability retirement.
i. The District has responsibility and authority for the final decision regarding participation in this program.

## ARTICLE 22
## INSERVICE

### 75. Inservice Entitlement

An employee shall be entitled to be released from duty with pay one (1) day per year for vocational training. That training must relate to present employment or a promotional opportunity.

Given the need for mandatory trainings to be received by all employees regarding Child Abuse Prevention, Mandated Reporter Responsibilities, and Blood Borne Pathogens, the District will pay and/or provide release time to permit employees to attend and/or complete the mandatory trainings.

### 76. Inservice Approval

The day to be used and the program attended are subject to prior approval of the immediate supervisor. That approval shall not be unreasonably withheld.

### 77. Site Planning Days

Paraprofessionals, whose first required day of service is the first instructional day or later, may work prior to the first instructional day if they receive prior written approval from an administrator authorizing them to do so.

**78.** In addition to any release time provided above, CSEA bargaining unit members who are not assigned to work on the district teacher in-service days, may at the District's discretion be provided training by MDUSD on either the fall or the spring in-service days. The training curriculum will be chosen with consultation from the CSEA chapter executive board. Compensation will be provided at the employee's hourly rate.

## ARTICLE 23
## SALARY ADMINISTRATION

### 79. Definitions

Base pay is defined as the hourly rate of pay of each classification on CSEA's salary schedule.

Enhanced Base pay is defined as Base Pay plus special compensation items. Extra pay for continued service with the District is provided under a longevity-pay plan and is included in an employee's earnings as special compensation as a percentage on the enhanced base pay. Longevity is calculated using base pay plus special compensation which includes: shift differentials, temporary upgrade pay, off salary schedule pay and special assignment pay. Longevity pay, including compensation that is reported to CalPERS, shall meet the legal requirements.

## 80. Initial Placement

All new employees assigned to a regular position shall receive the first step of the salary range for the class to which the position is assigned unless after review by a Human Resources Administrator, it is deemed that the candidate has relevant experience working in another school district or related field. In this case, the candidate would receive steps of payment comparable to the years of experience, not to exceed step 7.

The District shall place any newly created bargaining unit classification(s) on the salary schedule, subject to negotiation with CSEA regarding the appropriate wage rate. Pending the outcome of such negotiations the District may fill position(s) in the new classification(s) at the District-determined wage rate.

## 81. Step Increase

An employee occupying a regular full-time or part-time position shall advance to the next higher step on the appropriate salary range following completion of six (6) months of probationary service in the class. The employee's Anniversary Date shall be established for future five (5) percent annual merit step adjustments at this time. Such Anniversary Date shall be established on the first day of the month; or, the first day of the following month if the first increment date falls during the sixteenth ($16^{th}$) to the end of the month.

Following the initial merit step advancement, succeeding step adjustments shall be granted annually on the employee's established Anniversary Date. The merit step advancement may be denied or delayed if the employee's evaluator gives him/her an overall rating of unsatisfactory. Denial of a step increase shall be subject to the grievance procedure of this Agreement.

## 82. Salary on Promotion/Reduction or Demotion

a. When an employee is promoted he/she shall be placed on a step on the new range which shall result in an increase of at least five (5) percent, providing such placement shall not exceed the final step of the new range. When such placement would result in an increase in excess of the final

step, the employee shall be placed at the final step of the new range. Upon completion of the probationary period in the new class, the employee shall be moved one (1) step, in accordance with Article 23, §81 (Step Increase), providing he/she is not at the final step.

b. Employees who accept a voluntary reduction or demotion in classification, hours, or pay will be placed at or above their current step. For example, if an SEA 2 at Step 5 takes a voluntary demotion to an SEA 1 that employee shall be placed at SEA 1 Step 5.

## 83. Salary on Reclassification

When, as a result of reclassification of a position, the salary range of the position is moved upward, incumbents in the reclassified position(s) shall be placed at a step on the new range which will result in an increase of at least five (5) percent, providing such placement shall not exceed the final step of the new range. When such placement would result in an increase in excess of the final step, the employee shall be placed at the final step of the new range.

When a reclassified employee is placed on Step 1 as a result of reclassification, he/she shall be entitled to movement to Step 2 at the end of six (6) months, except that such step advancement is subject to the provisions of Article 23, §81.

This process is separate and distinct from the reclassification process contained in Article 34 (Reclassification).

## 84. Longevity Pay

Extra pay for continued service with the District is provided under a longevity-pay plan and is included in an employee's earnings as special compensation as a percentage on the enhanced base pay. Employees completing ten (10) years of continuous service shall receive an additional three point five (3.5) percent of their salary schedule rate. An additional three point five (3.5) percent of the employee's salary schedule rate is received with the completion of each four (4) year period thereafter.

## 85. Time of Payment

Employees shall be paid on the last working day of the month in which the work is performed. Extra duty assignments and overtime shall be paid no later than the tenth (10th) day of the calendar month following the month in which the work was performed provided the work was completed by the twentieth ($20^{th}$) day of the month.

The payment(s) schedule for summer school service shall be discussed between the parties prior to the start of summer school.

## 86. Temporary Assignment Out of Classification

a. Out of Classification Pay - An employee assigned by his/her supervisor to perform duties other than those of the classification to which he/she is currently assigned for a period of five (5) work days or more within a fifteen (15) calendar day period, shall receive an upward salary adjustment of five (5) percent above his/her regular rate of pay for the period of the temporary assignment. This is the same regardless of whether it is above or below their current classification. To be compensated for Out of Classification Pay, the employee must have prior approval by their supervisor, complete a timesheet for any work completed, and must be working in a position that currently is unfilled for the days of work that they are assigned.

b. Temporary Upgrade Pay – If the duties are of a higher classification, the employee shall be placed on the salary range for that higher classification during the temporary assignment. The step placement shall be to that step which most nearly provides a five (5) percent increase above the employee's regular rate of pay. The employee shall not perform their regular duties during the assigned Temporary Upgrade Pay time period. Temporary Upgrade Pay must be approved by the employee's current supervisor and the supervisor of the classification in which the employee is to perform temporary work. Temporary Upgrade Pay duties shall be assigned a set start and end date prior to implementation.

## 87. Erroneous Pay Warrant/Payroll Notification

a. If the employee is issued an erroneous pay warrant, the employee shall notify the District of the error as soon as possible and a new warrant shall be issued within five (5) work days of the date such error is reported in writing to the District.

b. Employees shall be notified in advance of any payroll adjustment due to paycheck recalculation or any other reason. In the event of an overpayment by the District, the repayment shall be negotiated and must be agreed upon by the employee prior to deductions from the employee's paycheck. If no agreement is reached, the District may pursue the matter in civil court.

## 88. Lost Pay Warrants

If a pay warrant is lost, damaged or destroyed, the employee shall notify the District and a new pay warrant shall be issued within ten (10) calendar days of the date of issue of the warrant, if it was mailed, and within three (3) days if it was not mailed to the employee.

## 89. Specialized Physical Health Care Assistance Differential

Assignments determined to require specialized physical health care assistance shall receive a five (5) percent differential.

## 90. Bilingual Pay

a. CSEA unit members who are identified by Superintendent or designee pursuant to (c) below, and who meet all of the criteria in (b) below, will be eligible to receive a five (5) percent increase ("stipend") above their regular rate of pay.

b. To be eligible for the stipend, the unit member must:

   I. Demonstrate a fluent oral and written command of the primary language other than English by successfully passing the bilingual assessment test;

   II. Use a language other than English throughout the work day as part of his or her normal job duties to serve the students and community; and

   III. Occupy an eligible position identified by the Superintendent or designee.

c. The Superintendent or designee is solely responsible for identifying the school sites, departments, and person(s) that will be eligible to receive the stipend, and for determining if an employee is eligible for the stipend under the criteria as set forth above. This is a yearly stipend which must be reviewed prior to implementation each year.

d. Unit members who perform bilingual services, but who do not qualify for the five (5) percent stipend per paragraph a-c above, may still be eligible for Out of Classification compensation per paragraph 86.

## 91. Procedures for Adjustments to Timesheets

The District shall not cross through or change information on the employee's timesheet. Any changes that need to be made to a timesheet will adhere to the process as listed below;

The site's process shall be:

I. Office staff shall call the employee into the office to review the changes with the employee.
II. The employee shall initial the agreed to change(s).
III. The authorized approver shall initial the change(s).
IV. The timesheet shall be sent to the designated District department.

Once the employee's timesheet is delivered to Payroll/Designated Approver and a discrepancy is found, the procedure shall be:

I. District staff will call the employee to notify them of the discrepancy(ies).
II. District staff will send a follow-up email to the employee's district email, and the site office manager/worksite secretary and principal will be copied along with a scanned copy of the timesheet to be corrected.
III. The employee will review and initial the changes in blue ink at the worksite.
IV. Once the employee approves the update, it is their responsibility to get the supervisor's approval.
V. The site manager/worksite secretary will email a copy of the corrected and initialed timesheet to the district office secretary/payroll staff member for continued processing. They will then pony the corrected timesheet with the original initials to the Payroll Department.
VI. If the employee fails to make timely corrections before the cutoff for the pay period, the timesheet will be processed as originally submitted and corrections will be made on the next pay period, after notifying the employee in writing.

## ARTICLE 24
## SALARY

**FOR 2022-2023 SCHOOL YEAR**

**92.** Retroactive to July 1, 2022, all unit members shall receive an ongoing, on-schedule salary increase of fifteen and one half percent (15.5%).

**FOR 2023-2024 SCHOOL YEAR**

**93**. Effective July 1, 2023 all unit members shall receive an ongoing, on-schedule salary increase of two and one half percent (2.5%).

**FOR THE 2024-2025 SCHOOL YEAR**

**94.** Effective July 1, 2024, all unit members shall receive an ongoing, on-schedule salary increase of two percent (2%).

**ME TOO AGREEMENT**

**95.** If the district reaches a final, ratified agreement with MDEA which provides for an across-the-board salary schedule increase (or increase in district medical benefits contribution) in excess of the increase given to CSEA, then CSEA bargaining unit members will receive the same percentage salary (or medical

benefits) increase for the same school years (as a “me too”) with the same effective date for CSEA unit members as of the date of ratification. Salary and medical benefits are defined solely as annual base salary and medical benefits. If a challenge is made to any District calculations, the parties shall promptly meet to discuss the difference between them and attempt to reach resolution. If no resolution is reached, CSEA may file a grievance (and no salary or benefit adjustment will be made pending the resolution of the grievance). Only the CSEA unit may grieve an alleged violation of this agreement or any of its provisions. No individual unit member may grieve or file any claim concerning an alleged violation of this “me too” agreement or any of its provisions. The right of individuals to file such claims will be deemed expressly waived by the ratification of this agreement by the bargaining unit.

This agreement excludes any reclassification or reorganization of any other units, and does not encompass any compensation increase for any District employees other than increases in base salary or medical benefits as specifically identified above as part of successor or reopener contract negotiations with other units. For example, an agreement regarding class sizes, or work year calendar days, or changes to individual positions in other units (e.g. changes to some positions due to minimum wage changes), or agreements outside of successor or reopener negotiations with other units, which arguably impact compensation, will not trigger any obligation under this Agreement. Such changes in working conditions or compensation items other than annual base salary and medical benefits, or those negotiated by other District employees, do not create any District obligation under this Agreement. This “me too” agreement shall be considered a part of the agreement and applies for the 2022-2025 contract term only and expires at the end of the CSEA contract term.

## ARTICLE 25

## EMPLOYEE BENEFITS

### 96. Health Benefits

#### Coverage

The District will pay 80% of the 2022 Kaiser CalPERS rate, by level, for single, employee +1, and family plan. Moving forward, in each subsequent Benefit Year, the District will adjust the District payment up to eighty percent 80% of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar cost increase does not exceed four percent (4%) of the then current dollar cost. Should the dollar cost increase in any year exceed four percent (4%), the District share will be calculated to include eighty percent (80%) of the first four percent (4%) increase and the employee’s share shall be the remaining twenty percent (20%) of the first four percent (4%), shall be paid by the Employee, unless the District and CSEA negotiate a different amount. If this is the case, the

District share may be less than eighty percent (80%) of the then current Kaiser CalPERS rate.

For the 2023 benefit plan year only, the District agrees to pay the cost of the Kaiser CalPERS rate in excess of the District's existing contribution of eighty percent (80%) of the 2023 Kaiser CalPERS rate, by level for single, employee +1, and family Kaiser plans. CSEA unit members remain responsible for the remaining costs of the plans.

a. The District continues to pay full cost of vision and dental for all employees working four (4) or more hours per day and/or twenty (20) or more hours per week.

b. Employees who work less than four (4) hours per day and/or twenty (20) hours per week are ineligible for District-paid health benefits.

c. Employees who separate from the District will have any remaining balances owed deducted from their final pay check.

## 97. I.R.C. Section 125 Plan

A 125 Plan shall be available for unit members to use to pay with "pre-tax" dollars the difference between the District's contribution toward medical benefits and the cost of a more expensive plan offered by CalPERS and selected by the employee. Such plans may also be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars, other kinds of benefits, e.g., orthodontia, child care, etc. Purchase of these additional benefits is the employee's sole responsibility; if an employee chooses to "set aside" a certain amount of money, but fails to fully utilize the amount within the plan year, any amount not used is surrendered.

## 98. New Employees

New employees must enroll in health benefits and any optional 125 Plan within sixty (60) days of the first date of eligible employment.

## 99. Retirees

a. The District shall reimburse medical plan insurance premiums for those classified employees fifty-five (55) years of age or older retiring under the Public Employees Retirement System who are current members of the Classified Service having served for the last five (5) years in a benefited position with the District until said employees become eligible for Medicare benefits.

b. CalPERS Payment

The District will contribute the Minimum Employer Contribution (MEC)($149.00 for 2022) per month directly to CalPERS for each eligible retiree for medical insurance. Pursuant to California Government code §22892 (c) this amount shall increase annually by at least five percent (5%) of the employer contribution for active employees until such time as both are equal. In addition, the District will contribute to each retiree who qualifies under §99(a), on an individual basis an amount which, when added to the annual amount, will cover the plan as provided in §99(a).

Because PERS requires that the CalPERS premiums be deducted from the retiree's PERS warrant, the District will provide reimbursement monthly up to the amount designated above. The retiree's tax liability for the reimbursement will be in accordance with Internal Revenue Code regulations.

Should the retiree subsequently enroll in a more expensive plan, the District's obligation is limited to the lower amount (i.e., the contribution level for retiree's health benefit in §99(b), one-party plan).

**100. Retirement Health Benefit and Incentive**

Effective for employees who retire after July 1, 2016, the District will reimburse or reinstate coverage, taking into account each individual retirees' circumstances, for medical benefits for the retiree only at the CalPERS Kaiser Rate as well as pay the cost of dental insurance for a maximum of ten (10) years or until the retiree reaches age 65, whichever occurs first. In order to be eligible for retiree medical and dental benefits, the employee must have worked for the District for at least five years prior to retirement. The employee must complete the appropriate application in the office of the General Counsel at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

**101. Requirements/Conditions Imposed by Carriers**

The benefits provided under §100 (Retirement Health Benefit and Incentive) shall be subject to any requirements or conditions which may be imposed by the carrier and/or provider.

**102. Payroll Deduction Rights and Information**

In addition to the foregoing District-paid plans, an employee may authorize amounts to be withheld for premiums of certain group life, income protection, and disability insurance plans. Information on these programs may be obtained from representatives of CSEA or from the General Counsel.

### 103. Cash in Lieu of Medical Coverage

An employee who is otherwise provided basic group medical coverage may opt to have the District pay one hundred fifty seven dollars and fifty cents ($157.50) per month (or the highest rate paid for all District bargaining units), cash in lieu. Such payment shall be in lieu of medical coverage paid by the District and shall be initiated only following the employee's certification, on a form prescribed by the District, of alternative coverage.

### 104. Application of Grievance Procedure

The administration by the plan providers referenced in this Article shall not be subject to the grievance procedure.

### 105. Leave of Absence - Effect on Benefits

a. Hospital, medical, dental, and prescription drug coverages continue as part of the compensation of employees on paid leaves of absence.
b. Employees on authorized unpaid leaves of absence may continue their hospital, medical, dental, and prescription drug coverages at the employee's expense.
c. Employee is billed monthly by the carrier for medical, and by Fiscal Department for dental and vision. In the event of a price increase in any of the coverages, the employee on leave shall pay the increase. A billing shall be sent to the employee on leave for immediate payment. It shall be the employee's responsibility to notify the District of any change in address or family status to ensure continuity of coverages. To continue dental and vision, prepaid premiums must be received by the tenth (10th) of the preceding month in the office of the Director of Fiscal Services for coverages to continue without interruption. To continue medical coverage without interruption, premiums must be paid directly to the carrier.

### 106. Extension of Health Benefits

Any employee who is laid off may continue to participate in the District benefit program as specified in this Article at his/her own expense, by enrolling in COBRA, for a period of up to eighteen (18) months.

## ARTICLE 26
## MILEAGE

### 107. Compensation

Employees required by the District to use their own auto in performance of their duties and employees who are assigned by the District to more than one (1) work site shall be reimbursed at a rate, adjusted in accordance with the time of change of the applicable Internal Revenue Service regulations for:

a. Travel between work sites approved by the District.
b. Meetings or activities assigned or approved by the District.
c. Other work-related responsibilities approved by the District.

### 108. Approval

Reimbursement for required mileage shall be for miles actually driven and must be approved in advance.

### 109. Limitation

One-way mileage to meetings or activities within the District shall not exceed twenty-five (25) miles.

## ARTICLE 27
## EMPLOYEE EXPENSES AND MATERIALS

### 110. Employee Materials

The District may provide and require the use of identification badges, emblems and cards for unit members at no cost to the employees.

## ARTICLE 28
## PROPERTY DAMAGE

### 111. Property Damage

a. Unit members shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the unit member under the following conditions:
    I. Such articles are for use in the instructional program;
    II. Prior written approval for use of such articles at school is obtained from the school administrator and the article is documented;
    III. The value of such articles is agreed upon by the unit member and the administrator prior to its use at school and is recorded in writing on the form used to implement this policy; and
    IV. The loss or damage occurs through no fault of the unit member.
b. The maximum reimbursement for any one (1) loss shall not exceed two hundred dollars ($200.00), except for articles of personal clothing when the maximum for any one loss shall be four hundred dollars ($400.00).
c. Destruction of tires which occurs while the unit member's car is parked in District parking lot shall be reimbursed up to the deductible in the unit member's personal automobile insurance policy, up to one hundred fifty dollars ($150.00) per tire, to a total maximum of five hundred dollars ($500.00). In order to receive this reimbursement, the unit member must

immediately report the damage to a site administrator and file a police report.

d. Payment is subject to a ten dollar ($10.00) deductible per occurrence. The deductible provision does not apply to damages to the clothing of a unit member arising from an assault upon the unit member.
e. Sample forms to be used to implement this section shall be made available to unit members upon request.

## ARTICLE 29
## MEDICAL REQUIREMENTS

### 112. Medical Examination/Vaccinations

a. The District may require an employee to submit to a medical examination as a condition of continued employment. Any required examination shall be conducted by a physician designated and paid for by the District.
b. In order to comply with the Education Code requiring that employees in Preschool/Child Care Programs be vaccinated.
    I. The one time required vaccinations include Pertussis (Whooping Cough) and Measles. A third annually required vaccine is for Influenza but employees may opt-out on the provided form.
    II. New Hires after January 10, 2017 will be required to obtain and provide proof prior to starting work.

## ARTICLE 30
## DISCIPLINE

Disciplinary actions shall be administered solely under the provisions of this Article.

### 113. Progressive Steps

In handling disciplinary matters, it is intended that the progressive steps be utilized to the greatest extent permitted by individual circumstances, and that discipline shall be commensurate with the offense. Progressive steps may be as follows except that steps "a" and "b" are mandatory in dealing with causes of a cumulative nature.

a. Verbal reprimand
b. Written reprimand with a copy to the employee's Personnel File
c. Suspension without pay
d. Involuntary reassignment or demotion
e. Dismissal

## 114. Disciplinary Action

The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in §115 Cause.

a. Dismissal is removal from the employment of the District.
b. Suspension is temporary removal from the employment of the District without pay for a specified period of time, not to exceed thirty (30) calendar days.
c. Involuntary demotion is placement in a lower classification.
d. Involuntary reassignment is a change of assignment whereby an employee is deprived of an incident of classification and/or removed for punitive reasons.

## 115. Cause

A permanent employee may have disciplinary action taken against him/her for any of the following causes: (These are examples)

a. Failure to adequately perform bona fide requirements of the position held.
b. Willful, negligent, or persistent violation of rules and regulations.
c. Violation of any lawful order by a superior officer.
d. Insubordination.
e. Dishonesty.
f. Use of controlled substances: i.e., alcoholic beverages and/or illegal drugs, which has direct adverse effect on the District.
g. Use of controlled substances: i.e., alcoholic beverages and/or illegal drugs on the job site.*
h. Disorderly or immoral conduct on duty or on the job site.*
i. Conviction of a sex offense as defined in Education Code §44010, conviction of narcotics offense in §44011, or conviction as a sexual psychopath in Article 1, Chapter 1, Part 1.5, Division 6 of the Health and Welfare Code.
j. Repeated, unexcused tardiness.
k. Repeated, unexcused failure to report to work as assigned.
l. Excessive absence which is detrimental to the District.
m. Repeated discourteous treatment of the public or other employees.
n. Willful or negligent damage to school property or willful waste of District supplies or equipment.
o. Mental or physical incapacity detrimental to the efficiency of the classified service.
p. Failure to maintain licenses or certificates required for the position by law or District policy.
q. Material and intentional misrepresentation or concealment of any relevant fact in connection with obtaining employment.

r. Misappropriation of District funds or property.
s. Conviction of a felony or conviction of a misdemeanor involving moral turpitude, a plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

*In this context, travel between locations shall be construed as on the job site.

**116. Disciplinary Procedure for Involuntary Reassignment, Demotion, Suspension and/or Dismissal**

a. Administrative Leave
An employee may be immediately placed on paid administrative leave, pending a hearing, when his/her continuing presence would be seriously detrimental to the welfare of the District, students, or employees. Such leave may be ordered by the Chief, Human Resources after the employee has been notified of the allegation(s).
b. Informal Hearing
An employee, against whom disciplinary action will be taken, shall meet with the Chief, Human Resources or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to orally respond. The employee may be represented at the hearing by a representative of his/her choice.
c. Written Notice
An employee against whom disciplinary action is taken, shall be informed in writing, either in person or by Certified mail to the last known address, of the following:

I. **Statement of Charges**. A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
II. **Right to a Hearing**. The employee may request a hearing, in writing either by mail or personal delivery, within five (5) working days after service of the statement of charges. A form shall be provided to the employee, the signing of which shall constitute a

demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) working days, the disciplinary action shall be effective on the date the employee was served such notice.

III. **Access to Material.** The employee may, upon request, have copies of the material upon which the charges are based.

d. Formal Hearing

1. **Involuntary Reassignment, Demotion, or Suspension**

I. If a hearing is requested, it shall be conducted by the Superintendent or his/her designee.

II. The hearing shall be held within a reasonable period of time but not before five (5) working days after the filing of the request for a hearing.

III. The employee shall be given the opportunity to be represented at the hearing by a representative of his/her choice.

IV. Technical rules of evidence shall not apply at the hearing.

V. At the conclusion of the hearing the decision of the Superintendent or his/her designee shall be effective immediately; however, the employee within five (5) work days may appeal the Superintendent/designee's decision to the Board in accordance with 116e of this Article.

2. **Dismissal**

If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be mutually selected by the District and the Union from an agreed upon list of arbitrators. A record of the hearing may be made. Cost of the hearing shall be shared equally by the District and the Union.

e. Appeal to the Board of Education on Designee's Recommended Decision

I. The designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. If the designee is an arbitrator the arbitrator's report shall be sent to the Board. A copy of the recommended decision shall be sent to the employee.

II. Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.

III. The Board of Education shall either accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact or

the arbitrator's report. If the Board modifies the designee's decision it shall provide the employee with its rationale for the modification.

The decision of the Board of Education shall be final.

f. Failure to Appear
Failure (without good cause) by the employee to appear in person or to be represented by a designated representative in his/her stead for any scheduled hearing shall constitute a waiver of the hearing. Disciplinary action will be taken without a hearing.

**117. Disciplinary Action Involving a Probationary Employee**

a. Employee New to the District
A probationary employee may be released with or without cause during his/her probationary period.

b. Employee Previously Holding Permanence in Another Position
A regular employee holding permanence in another classification shall be returned to the previous classification when released from probation without cause.

If it becomes necessary to dismiss an employee who is probationary in another classification but who has permanency in the District, the District shall follow the dismissal procedures as outlined in Article 30, Discipline.

## ARTICLE 31
## EVALUATION

**118. Immediate Supervisor**

Employees are to be evaluated by their immediate supervisor who is not a unit member. Upon initial employment, or when a change of immediate supervisor occurs, the employee is to be notified in writing as to who the immediate supervisor is and what date the next evaluation is to be completed. The teacher provides leadership and guidance to the unit member(s) under his/her direction, but shall not be considered the immediate supervisor for purposes of evaluation. Teachers and other non-management personnel shall not be present during the evaluation conference.

**119. Frequency of Evaluation**

a. Employees shall be evaluated at the end of their second (2nd) and fifth (5th) months in probationary service.
b. Each permanent employee shall be evaluated annually, until he/she has attained the seventh (7th) step in a classification and then every other

year thereafter. Employees will be evaluated between March and June of the fiscal year.

c. Employees may be evaluated more frequently when there is reasonable cause for such evaluation.

**120. Evaluation Forms**

The form shall be developed by the District in consultation with the Association and attached as Appendix B. See Appendix B.

**121. Discussion of Evaluation**

a. An evaluation shall be based on the personal knowledge and/or observations of the evaluator. Personal knowledge may include information communicated to the evaluator by others. Negative information which could result in an "unsatisfactory" rating and which has not been previously discussed with the employee may not be included in the evaluation. An employee may request a meeting with the evaluator to discuss his/her evaluation. If a request is made the evaluator shall schedule the meeting as soon as possible. An employee shall sign the evaluation. Such signature does not indicate that he/she agrees with the evaluation.

b. When an employee is rated below Satisfactory in any factor, the evaluator shall give reasons for such rating and specific recommendations for improvement. Ratings shall not be subject to the grievance procedure. Evaluators are encouraged to complete the "Recommendations" and/or "Commendations" section of the evaluation form.

c. The employee shall be informed of his/her right to prepare and have filed with the evaluation any written comments thereon which the employee wishes to make. The comments shall be prepared within ten (10) work days of the evaluation conference and shall be attached to the evaluation.

**122. Personnel Files**

a. The official personnel file of each employee in the bargaining unit shall be maintained at the employer's District Administration Office.

b. Affected employees shall be provided a copy of complimentary or derogatory materials to be placed in their official personnel file. Any derogatory material not discussed with the employee shall be either hand delivered or sent to the employee by certified mail. Employees may respond in writing to such material within fifteen (15) work days and the response shall be attached to the material.

c. An employee shall be permitted during regular office hours to inspect his/her personnel file. He/she may also authorize, in writing, the CSEA representative to inspect his/her personnel file. Such reviews shall be

made in the main Human Resources Department subject to the presence of a member of the administrative staff or his/her designee.

d. All personnel files shall be kept in confidence and shall be available for inspection by administrators and the Governing Board when necessary for proper administration of the District or supervision of the unit member. Inspection shall also be permitted as required by law.
e. Any person who places written material or drafts written material for placement in an employee's personnel file shall sign the material and signify the date on which material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
f. Upon written request by a unit member, negative or derogatory material, other than the member's evaluation(s), that is more than two (2) years old shall be placed in the confidential section of the electronic personnel file maintained in the personnel office which shall be opened only with the written permission of the unit member or upon receipt by the District of a valid subpoena, other court order compelling disclosure of such material, or as otherwise required by law.

## ARTICLE 32
## LAYOFF PROCEDURES

### 123. Definitions

a. Employee: An employee, for the purposes of this Article, is an employee in the regular classified service.
b. Layoff: A layoff is an involuntary reduction in hours, reduction in hours per day, week or month; i.e., reduction of number of days worked per year, separation from the classified service or demotion to a lower classification in lieu of layoff.
c. Seniority: Beginning July 1, 2023, **seniority** for all employees shall be based on the date of hire in the classification where the employee is working at the time of layoff - plus higher classifications as provided in Education Code section 45308.
d. Voluntary Demotion/Voluntary Reduction in Assigned Time: Voluntary demotion is employee consent to a reduction of hours in the same classification or assignment to a lower classification in lieu of layoff. Voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be done in accordance with Education Code section 45298.

### 124. Application

a. The employee in the affected class with the least seniority plus seniority accrued from serving in a higher classification~~,~~ shall be laid off first.
b. In determining order of layoff in a lateral classification (where an employee moves or has moved from one classification to another classification at the

same salary range) the original classification, prior to the lateral movement, shall be considered a lower classification for purposes of counting seniority within classification.

c. If, in order to avoid interruption of employment, when an employee voluntarily consents to a reduction in hours or demotion to a classification determined by the District to be lower than that in which the employee has permanence, that action shall be considered a voluntary layoff.
d. An employee laid off in one classification, who previously served in an equal or lower classification, may move into an equal or lower classification if a vacant position exists and his/her seniority is greater than those employees presently serving in that classification. A laid off employee may also move into any vacant position in an equal or lower classification if he/she previously served in the classification. In the event there is more than one classification with vacancy positions (from among the classifications where the member previously served), the district will offer the member the previous classification where the member served the longest amount of time (in total).
e. An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in "d" above.
f. If two (2) or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, the employee having the earliest substitute date shall be considered more senior, and if that be equal, then the determination shall be made by lot.
g. Upon mutual agreement between the District and CSEA, employees may increase hours through accepting an open position within the classification or bumping based on seniority.

**125. Notice**

a. A written preliminary notice of layoff due to lack of work or lack of funds shall be served on affected employees by certified mail no later than March 15, except as provided by law. The District shall notify CSEA, in writing, prior to its giving layoff notices to affected employees. Upon the Board approved reduction or elimination of position(s), the procedures for layoff notice and right to hearing are set forth in Education Code section 45117.
b. For employees employed in specially funded programs, the District shall provide written notice of layoff not less than sixty (60) calendar days prior to the effective date of their layoff, as provided in Education Code 45117.
c. The notice of layoff shall contain:
    I. the reason for the layoff
    II. the effective date of the layoff
    III. the employee's displacement rights, if any

IV. the employee's reemployment rights
V. the employee's hearing rights, if the layoff is not due to expiration of a specially funded program, and
VI. the employee's right to discuss the layoff with the immediate site or department supervisor responsible for classified employees.

d. Copies of Layoff Notices shall be provided to the Union.
e. Employees who have been given notice of layoff due to expiration of a specially funded program shall respond in writing within ten (10) work days, after receiving such notice, of their intent to exercise seniority rights for displacement to a lateral or lower classification or reduction of assignment or hours.

**126. Hearing Rights for Layoff Due to Lack of Work/Lack of Funds**

a. If a hearing is properly requested by the employee following receipt of a notice of layoff, the proceeding shall be conducted consistent with Education Code section 45117(c) and other applicable provisions of law.
b. A final notice of layoff shall be given to the employee before May 15th unless a continuance is granted after an employee's request for hearing is submitted. If a continuance is granted, the date to serve the final notice of layoff will be extended the number of calendar days of the continuance.

**127. Reemployment Rights**

a. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Employees demoted in lieu of layoff shall be placed on reemployment lists for a total of sixty-three (63) months. All other employees laid off shall be placed on reemployment lists for thirty-nine (39) months from the date of layoff.
b. Reemployment shall be in the reverse order of layoff. However, employees in paid status working in the classification which has the vacancy shall have first rights to the position through the Transfer Article, 36. If no such employee is interested or selected then the most senior employee on the rehire list shall be offered the position.
c. Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority.
d. Such employees shall be notified by Certified/Registered mail at the last known address of record, and/or shall be notified by telephone. The employee shall, if notified by mail, have three (3) work days from proof of service, but in no case more than seven (7) work days from the date of postmark, to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.
e. When vacancies arise and employees in a layoff status have no reemployment right to the position, they may be notified in writing of the

vacancy and shall be given consideration for the vacancy if they are qualified as determined by the District.

f. An employee on a reemployment list may decline three (3) offers of reemployment in his/her former classification. After the third refusal, no additional offers need be made, except that an employee may, during the period of entitlement, notify the District of availability and shall thereafter be entitled to offers of employment for which the employee is eligible.
g. Employees on the reemployment list shall be considered for promotion over outside candidates if they have applied for the promotion.
h. Employees returning to service from layoff shall be reinstated with their seniority while in paid status.

**128. Administrative Regulations**

In addition to the conditions set forth below, the District may adopt Administrative Regulations to carry out the provisions of this Article.

a. For twenty-four (24) months from time of layoff unit members desirous of working as substitutes shall be placed on a priority list for the classification from which they were laid off and/or other positions for which they are qualified according to District standards. Salary received shall be the same as other substitutes in that classification.
b. District personnel will be available upon request to provide career counseling or job information for unit members receiving a layoff notice.
c. The District will not oppose unemployment claims of employees who are laid off.
d. The District encourages use of accrued vacation for job search purposes prior to layoff. Two (2) days advance notice shall be given. The leave shall only be denied if the employee's absence would create an undue hardship on the District.

**129. Application of Grievance Procedure**

This Article shall not be subject to the Grievance Procedure.

## ARTICLE 33
## PROMOTION

**130. First Consideration**

a. Permanent employee(s) in the bargaining unit shall be given first consideration in filling any job vacancies within the bargaining unit which can be considered a promotion, assuming such employee(s) has complied with the selection procedure.
b. For purposes of this section, first consideration for "permanent employee(s) in the bargaining unit" shall include doing the following:

I. The Human Resources Department reminding and strongly encouraging principals and managers to select permanent employees in the bargaining unit for promotions.
II. Determining that the candidate meets the minimum qualifications for the position.
III. Determining that the candidate has positive references and an overall satisfactory most recent evaluation.
IV. Ensuring that internal candidates who meet 2 and 3 above are interviewed prior to external candidates.
V. Upon request, if an internal candidate is not selected, the principal or manager must provide a written rationale to Human Resources. Human Resources will convey the rationale to the candidate.

## 131. Posting of Notice

a. Notice of all job vacancies in the unit shall be posted on the District website until filled.
b. The job vacancy notice shall remain posted for five (5) work days, during which time employees within the unit may apply for the vacancy. Any bargaining unit employee who will be on leave or layoff during the period of posting, may file an interest card with the Chief, Human Resources and that employee shall be informed of the vacancy.
c. Sections "a" and "b" above shall not be applicable during the school summer recess. Employees working less than twelve months a year shall have access to all vacancy notices through the District's website. Such employees may apply for the position(s) by the final filing date listed on the job posting. It is the employee's responsibility to keep an accurate address on file with the Human Resources Department. In addition, all job announcements will be posted in the Human Resources Department during the summer recess.

## 132. Contents of Notice

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

## 133. Filing

Any employee in the bargaining unit may apply for the vacancy by submitting written or online application to the Human Resources Department within the application period. Any bargaining unit employee on leave or vacation may authorize his/her Union Steward to file on the employee's behalf.

## 134. Interview Procedures

a. After the District determines who has qualified pursuant to initial testing, interviews of qualified candidates shall occur.
b. More than five (5) candidates: In the case of a vacant position an interview team shall rate candidates. The voting membership of the interview team shall include an equal number of management and union appointees. The team shall be chaired by a representative of the Human Resources Department, site principal or site supervisor. By majority vote, the team shall certify the three (3) most qualified candidates and management shall fill the position from those three (3).
   The team shall certify persons based on the following criteria, where available: test results, attendance, seniority, performance evaluations, letters of recommendation, oral interview, work experience, and qualifications for position.
c. Following all interviews, the full panel shall tabulate its results and determine the top three (3) candidates.
d. The top three (3) candidates shall receive an interview with the hiring supervisor.
e. Five or Fewer Candidates: If there are five or fewer qualified candidates the District may determine to:
   I. Send the candidates to the hiring supervisor for interviews. The hiring supervisor may choose to employ one of the candidates or reject all candidates.In the latter case, the promotion process will recommence
   OR
   II. Re-advertise the position.
f. If the hiring supervisor rejects all candidates, or if no interviews are held due to the District's choice to re-advertise the position, the original applicants' test results are valid upon re-advertisement of the position and such applicants are eligible to re-compete for the position. The District shall contact such individuals and, at the employee's request, the original applications shall automatically be considered new applications.
g. Prior to interviewing any candidates, the panel will meet sufficiently in advance (at least one-half hour) of the interview to determine questions to be asked during the interview. Such questions shall be limited to job-related subjects and shall be the only questions asked of each candidate. This shall not preclude the asking of legitimate, job-related follow-up questions to the candidates.
h. Whether as a result of the panel interview process or the "five or fewer" immediate supervisor interview, a performance/demonstration examination may be required as part of the interview with the hiring supervisor.

i. Union Appointees to Interview Panel: At the beginning of each school year CSEA will provide to the District a list of union appointees to serve on interview panels. Such list will include appointees who are qualified to serve on a panel for each bargaining unit classification. When a panel is to be convened, the District will contact an appropriate, qualified appointee. If an appointee is unable to serve on the panel, the District shall choose a classified employee from a list of volunteers.

**135. Promotional Procedures**

Employees who accept a promotion to a new classification cannot apply for a transfer or promotion for a period of thirty (30) calendar days, excluding the summer break. Exceptions may be made at the discretion of the Chief, Human Resources with the agreement of CSEA.

Promotional procedures shall only be as described in this Agreement except as expressly modified or abridged by the terms of this Agreement.

**136. Allegations of Violations**

Allegations of procedural violations of this Article are subject to the grievance procedure (Article 5) as follows:

a. § 130 (First Consideration) up to and including §133 (Filing), and §134 (Interview Procedures) are grievable through Step 4 (Arbitration).
b. Every other section of this Article is grievable through Step 3 (Chief, Human Resources or Designee).

## ARTICLE 34
## RECLASSIFICATION

The Chief, Human Resources is charged with the responsibility of recommending to the Superintendent and the governing board any changes or revisions in the established classification plan. Based upon input from District administrative personnel or any employee or authorized representative of employee organizations, and upon an appropriate review of duties and responsibilities assigned to specific positions, the Chief, Human Resources may recommend the reclassification of a position or positions where assigned job duties and responsibilities have changed significantly.

The basis for reclassification of the position must be a gradual accretion of duties and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities. Determinations as to the gradual accretion will be on the basis of guidelines provided by administrative procedures. Workload increase will not be considered as a basis for reclassification review.

An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification with his/her position for a period of at least three years from the initial action.

## 137. Salary Placement of Reclassified Positions

When, as a result of reclassification of a position, the salary range of the position is moved upward, incumbents in the reclassified position(s) shall be placed at a step on the new range which will result in an increase of at least five (5) percent, providing such placement will not exceed the final step of the new range. When such placement would result in an increase in excess of the final step, the employee shall be placed at the final step of the new range.

When a reclassified employee is placed on Step 1 as a result of reclassification, he/she shall be entitled to movement to Step 2 at the end of six (6) months. When, as a result of reclassification of a position, the salary range of the position is moved downward, all incumbents serving therein shall be continued at their former rate of pay (no loss of pay) until future salary adjustments provide a salary increase for those incumbents in the new salary classification. Other than reclassification, any other downward adjustment of salary shall be considered a demotion, and shall take place only in accordance with the layoff or disciplinary procedures of this Agreement and applicable law.

## 138. Incumbent Rights

When a position or class of positions is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the reclassified position(s).

## 139. Administrative Procedures

a. Employees wishing to initiate a reclassification of their position(s) will submit a request on the appropriate district form to the District/CSEA reclassification committee by March 31. This request must include itemization of duties not contained in existing job description. Only reclassification requests which substantiate that the position responsibilities significantly exceed the requirements of the current position description in areas requiring additional skills, greater responsibility and decision-making requirements, or more hazardous physical performance requirements, shall be considered. Additional performance requirements, shall be considered. Additional workload in areas covered by the current job description shall not qualify the position for reclassification consideration. A reclassification request is not the basis for a wage comparison study nor a comparable worth study.

b. The District/CSEA Reclassification Committee will send a copy of the reclassification packet to the immediate supervisor. The supervisor will review the packet, complete Part II of the form and return the entire packet to the District/CSEA Reclassification Committee. If the supervisor does not support the request, written rationale must be supplied to the committee with a copy to the employee. The employee may submit rebuttal in writing to the committee.
c. All reclassification requests shall be reviewed by a panel composed of one (1) CSEA appointee, one (1) District appointee, and a third appointee agreed upon by the other two members. The cost of the third appointee shall be shared by CSEA and the District. The panel shall meet once a year prior to May 15. The employee(s) requesting the reclassification shall present his/her facts to the panel with any substantiating evidence. The committee shall review each request and make its recommendations to the Chief, Human Resources to a maximum of four (4) requests per year by May 31. In extenuating circumstances, this number can be extended by mutual agreement in writing.
d. The Chief, Human Resources shall investigate each request from the committee and forward his/her recommendations to the Superintendent. The Superintendent shall make his/her recommendation to the Board of Education by June 30.
e. For those requests which the Superintendent chooses not to forward to the Board, his/her decision shall be final. For those requests which the Superintendent chooses to forward to the Board, the Board's decision shall be final.
f. All approved reclassification requests shall be effective upon Board approval and applied prospectively on July 1.
g. Neither decisions on reclassification requests nor this procedure shall be subject to the grievance procedure of the negotiated agreement.

## ARTICLE 35
## SAFETY

### 140. Reports of Unsafe Conditions

Each employee shall report, in writing, any unsafe condition in his/her working environment to his/her immediate supervisor. That supervisor shall, within twenty (20) work days, respond in writing to the employee, stating what will be done to make the condition safe, or, if no action will be taken, the reason(s) why.

### 141. Decisions under CAL/OSHA and S.B. 198

The District shall abide by any final determination made pursuant to the California Occupational Safety and Health Act and shall comply with the mandates of S.B. 198.

## 142. Safety Committee

The District safety committee shall maintain the current level of employer representation and not more than three (3) CSEA representatives. Released time with pay shall be granted for this purpose.

# ARTICLE 36
# TRANSFER

## 143. Definition

A transfer is a movement within the same classification from one site to another. However, a "one-on-one" Special Education Assistant may be moved with the student with whom he/she is assigned and this circumstance shall not be considered a transfer. Classificationis defined as the job title and number of hours assigned. In order to qualify for transfer, the applicant must hold the same job title and the same number of hours.

## 144. Voluntary Transfers

a. Permanent employee(s) in the bargaining unit seeking transfer within their classification and hours shall be given first consideration in filling vacancies within the bargaining unit.
b. For purposes of this section, first consideration to bargaining unit members shall include doing the following:
    I. The Human Resources Department reminding and strongly encouraging principals and managers to select current employees in the bargaining unit for promotions.
    II. Determining that the candidate meets the minimum qualifications for the position.
    III. Determining that the candidate has positive references and an overall satisfactory most recent evaluation.
    IV. Ensuring that internal candidates who meet 2 and 3 above, are interviewed prior to external candidates.
c. All vacancies within the bargaining unit shall be posted online for a period of five (5) work days. A work day is defined as a day when the administrative offices of the District are open.
d. During the posting period, the vacancy will not be permanently filled.
e. The posting shall state:
    I. The site of the vacancy.
    II. The number of hours regularly assigned and work calendar.
    III. The job classification.
    IV. The immediate supervisor.
    V. The salary range with dollar amounts.

f. When a site interview team is utilized by the hiring administrator, then the hiring administrator will invite a unit member from that site to volunteer to be on the interview team. Consistent with paragraph "g" below, the final selection decision remains with the hiring administrator.
g. The administrator making the selection decision shall consider the following criteria, which shall not be applied in an arbitrary or capricious manner:
    I. Seniority.
    II. Interview.
    III. Evaluation.
    IV. Attendance.
    V. Qualifications.
    VI. Other factors being equal, an employee with the greatest seniority shall be granted the transfer. If a person other than the most senior employee is transferred or hired for the position, the reasons for overruling seniority shall not be arbitrary or capricious.
h. A unit member who has applied and interviewed for the vacancy but has not been selected for the vacancy may request, in writing, a conference with the interviewing administrator and the Chief, Human Resources to discuss the reasons for the decision. Upon request, a written summary of the meeting shall be provided to the unit member.
i. No employee shall be transferred during his/her probationary period. Exceptions may be made at the discretion of the Chief, Human Resources.
j. Once an employee has accepted a transfer position, they must stay in that position for a minimum of three (3) calendar months, excluding summer break, before applying for a transfer. Exceptions may be made at the discretion of the Chief, Human Resources with agreement of CSEA.

## 145. Involuntary Transfer

a. Employees may be transferred because of surplus staff, reduction in force, or school closure. Involuntary transfers within a site may be made at the discretion of the Chief, Human Resources with notification of the union. Except in the case of an emergency, no such transfer shall be made without five (5) calendar days' notice to the employee. If the student moves out of District, graduates, ages out, or no longer has IEP services, the employee assigned to the student is considered displaced.
b. In the case of a displaced employee, if vacancies that match the classification and hours of the displaced employee are available, the employee will be offered those positions first and the employee must inform Human Resources not later than three (3) work days after the position is offered whether he/she accepts the position. The employee's preferences will be considered, and may choose a different position that is

available. If no exact matching vacancies are available, the displaced employee will be provided an opportunity to apply for any vacancies.

c. When an involuntary transfer is necessary, volunteers shall be considered for transfer first. If there are no volunteers, the employee at the site with the least District seniority within the classification shall be transferred. In the event that only one vacancy is available, the displaced employee shall then fill the available vacancy.
d. The employee may discuss the transfer with his/her immediate supervisor and with the supervisor at the proposed work site. Personal preferences of the employee(s) involved shall be considered.
e. Involuntary transfers shall be to positions of the same number of hours, unless the employee's hours are reduced by agreement or in accord with Article 32.

### 146. Transfer Based on Interest of the School or Worksite

a. No employee shall be transferred without just cause for any reason except surplus staff, reduction in force, or school closure. In determining such cause, a finding adverse to the employee is not required, only a showing that the District may initiate a transfer based upon what is in the best interest of the school, or other work site.
b. When a transfer pursuant to this subdivision is made, the employee shall be given a written statement of the reason(s) for the transfer. The employee may file a grievance at Step 3 of the Grievance Procedures within five (5) days of receipt of such notice. The decision at Step 3 may be taken to Step 4 as provided in the Grievance Procedure.

## ARTICLE 37
## APPLICATION

### 147. District Policies and Procedures

District policies and procedures have no application to the employees covered by this Agreement to the extent that the subject matter of such policies and procedures are covered to any extent by this Agreement.

## ARTICLE 38
## SAVINGS CLAUSE

### 148. Savings

If any provision of this Agreement should be held invalid by operation or law, or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

### 149. Replacement for Severed Provision

In the event of invalidation of any Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Section.

## ARTICLE 39
## TERM OF AGREEMENT AND REOPENERS

### 150. Duration

This agreement shall have a 3 year term, July 1, 2022 through June 30, 2025. The parties recognize that pursuant to law certain essential terms and conditions of a collective bargaining agreement continue beyond expiration.

### 151. Commencing Successor Contract Negotiations

The parties shall present proposals for a successor agreement no later than January 31, 2025.

## ARTICLE 40
## PROFESSIONAL GROWTH

CSEA and the District agreed to the following Professional Growth program:

The policy of the District shall be to encourage continued and active participation in professional growth activities designed to improve service to the District and the personal development of the employee.

Professional growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standards of the job performance of the classified employee.

Participation in the Professional Growth Program is entirely voluntary on the part of any employee, and participation shall not be a requirement towards attaining any of the rights, benefits, or burdens accorded bargaining unit employees under the contractual agreement between CSEA and the District.

## 152. Eligibility

a. All permanent classified employees represented by CSEA are eligible to enter the professional growth program.
b. Units earned while on leave will not be counted toward professional growth.
c. No more than eight (8) members of the Paraprofessional Unit may receive the two-hundred and fifty dollar ($250) professional growth award at any one time.
d. Professional Growth units must be earned after submission and approval of the application to the Professional Growth Committee. No units will be granted retroactively.

## 153. Professional Growth Committee

a. The committee shall consist of four members. Two of these members shall be appointed by CSEA and two shall be appointed by the District.
b. Duties of the Committee shall include:
    I. Reviews, evaluates applications and makes recommendations to the Chief, Human Resources for approval or denial.
    II. Meetings will be scheduled, as needed, but the committee shall meet annually during the month of April to consider applications for growth increments to be awarded in the following fiscal years.

## 154. Awards

a. Professional Growth credit may be achieved through participation in any of the following categories of activity:
    I. Course work:
        a) College and Junior college courses
        b) Adult Education courses
        c) Correspondence courses (accredited)
        d) Trade schools (including business colleges)
    II. Other areas of professional growth approved by the committee.
b. In assessing credit for professional growth activities, the general standard shall be 15 hours equal one (1) point of credit.
c. All professional growth credits shall be converted into semester units. College quarter units shall be converted into semester units.
d. Credit for classes in adult education or other education experiences will be equated as follows:

    15 hours = 1 semester unit

e. An employee who has completed ten (10) approved credit points shall receive an annual growth award of $250.00 payable in one lump sum on October 10. Each ten (10) approved credit points must be earned within a five (5) year period. The award shall continue throughout the service of

the employee while in the bargaining unit. Awards may be earned once in each five (5) years of service after installation of the plan up to a maximum of three (3) awards.

f. All expenses connected with work for professional growth credit shall be borne by the employee. If the District reimburses the employee for any cost or provides release time, the credit shall not be granted.

**155. Responsibility of Applicant:**

a. Each individual applicant shall seek out courses and submit his/her plan to the committee for approval on the official district application form.
b. Each applicant shall keep an accurate accounting of all credits earned.
c. Each applicant will be required to provide proof of successful completion of courses before credit will be granted by the committee.

**156. Use of One-time Carryover Funds**

The District shall establish an annual budget for professional growth of four thousand dollars ($4,000). The unexpended balance has been and will continue to be carried forward from one year to the next. These carry forward funds shall be spent on mutually agreed to staff development activities, such as conferences, seminars, trainings or other professional growth awards provided as a one-time bonus and which are consistent with the District's goals for staff development. Once the fund reaches thirty thousand dollars ($30,000), any carry-over shall be returned to the General Fund.

## ARTICLE 41

## EXTENDED SCHOOL YEAR

**157.** Summer school and extended school year employment shall be conducted in accordance with the District "Summer School/Extended Year" administrative procedures. Grievances related to this section shall be limited to allegations that the procedures identified in §1 has been violated.

**1. Priority For Applications**

a. Applications received before the closing date will be prioritized into three categories:

Priority 1 - Current employees.

Priority 2 - Employees receiving layoff notices for the next school year and employees on the 39-month re-employment list.

Priority 3 - Substitutes and non-employees.

If the summer work schedule conflicts with the employee's normal work year, prior approval of the supervisor, along with a plan as to how the overlap will be dealt with must be submitted to the Human Resources Department with the application.

Prior to sending out summer school or extending school year (ESY) applications, the District will make reasonable effort to meet and confer with CSEA on the implementation and hiring process.

The District will send out summer school and ESY applications to CSEA unit members by March 30th of each year.

b. All qualified priority 1's applying before the final filing date will be hired first based on meeting the qualifications within the job description, seniority within the bargaining unit, and performance evaluations.

c. The District will fill remaining vacancies with priority order 2's, and 3's if needed. Selection may be based on:

   I. The interview

   II. Type of previous assignments

   III. Assignment needs

   IV. Attendance records

   V. Evaluations

   VI. Meets qualifications of the position

d. Classifications assigned to students and/or programs needing specialized assistance during the regular year will be offered a position needing specialized assistance by district seniority and no interview will be required. A list of these positions will be presented to the union for mutual agreement prior to the summer school hiring process. Classifications include but are not limited to Special Education Assistant III, Special Education Assistant IV/ General Education Assistant, Behavior Assistant, Bus Assistant, Assistants to the Deaf/Hard of Hearing, Educational Interpreter, Campus Supervisor, and other special education assistant.

e. An employee accepting a summer school assignment which is in a higher classification than his/her regular school year assignment shall be compensated at the rate and with the benefits applicable to the higher classification. Longevity pay, if applicable, will then be added. Hourly rates for summer positions is set at the highest step for all positions.

f. Employees may request that they be assigned to a specific site. Administration shall consider an employee's request, but shall not be obligated to assign the employee to the site which was requested.

g. Employees will accrue hours of sick leave and vacation pay for summer assignments equivalent to the assigned summer position hours and weeks worked. Accrued sick leave will carry over to the regular year. Employees may use up to one day of their accrued sick leave from the regular year or summer assignment during the assigned student days of summer school. In order to use sick leave the employee must provide the district a valid doctor's note upon return.

## ARTICLE 42
## WAIVER ISSUES

**158.** The District and CSEA have an outstanding dispute over the union's desire to revoke the following waivers:

- Right to regulate the District's decision to reduce hours;
- Right to grieve layoff procedures;
- Right to a written statement of charges before a Skelly Hearing;
- Right to grieve the reclassification procedures and
- Right to take grievances to arbitration for violations of Article 33 - Promotion that specify promotional interview process.

## SIGNATURES

For the MDUSD Board of Education

_____

Debra Mason, President, Board of Education

For the California School Employees Association
Mt. Diablo, Chapter 43

_____

Annie Nolen, President, CSEA

## Negotiators

**For Mt. Diablo Unified School District**

**Ryan Sheehy**
**Amy Sudrla**
**Cheryl Champion**
**Kevin Honey**

**For California School Employees Association**
**Mt. Diablo, Chapter 43**

**Annie Nolen**
**Kimberley Montano**
**Jeannene Kimmel**
**Vikke Phalen**
**Kelly Miranda**
**Lucienne Bischof, CSEA Labor Relations Representative**

# Appendix A (1)

**Mt. Diablo Unified School District**
**CSEA Salary Schedule**
**2024-2025**

| Position | PCN | Range | Days per Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---|---|---|---|---|---|---|---|---|---|---|
| Asst. to Deaf/Hard of Hearing I | | 416 | hourly rate | 20.27 | 21.28 | 22.35 | 23.45 | 24.62 | 25.87 | 27.13 |
| | ADHOH1-_ _ _ | | annual (193 days) | 31,297 | 32,856 | 34,508 | 36,207 | 38,013 | 39,943 | 41,889 |
| Asst. to Deaf/Hard of Hearing II | | 432 | hourly rate | 21.28 | 22.35 | 23.45 | 24.62 | 25.86 | 27.13 | 28.50 |
| | ADHOH2-_ _ _ | | annual (193 days) | 32,856 | 34,508 | 36,207 | 38,013 | 39,928 | 41,889 | 44,004 |
| Assistive Technology Tech. | | 432 | hourly rate | 21.28 | 22.35 | 23.45 | 24.62 | 25.86 | 27.13 | 28.50 |
| | ASTTEC-_ _ _ | | annual (193 days) | 32,856 | 34,508 | 36,207 | 38,013 | 39,928 | 41,889 | 44,004 |
| Augment. Astv. Communic. Pgm - SEA | | 416 | hourly rate | 20.27 | 21.28 | 22.35 | 23.45 | 24.62 | 25.87 | 27.13 |
| | SEAAUG-_ _ _ | | annual (193 days) | 31,297 | 32,856 | 34,508 | 36,207 | 38,013 | 39,943 | 41,889 |
| Braillist | | 416 | hourly rate | 20.27 | 21.28 | 22.35 | 23.45 | 24.62 | 25.87 | 27.13 |
| | BRAIL | | annual (193 days) | 31,297 | 32,856 | 34,508 | 36,207 | 38,013 | 39,943 | 41,889 |
| Campus Supervisor | | 372 | hourly rate | 17.71 | 18.58 | 19.51 | 20.51 | 21.52 | 22.59 | 23.76 |
| | CAMPS1-_ _ _ | | annual (193 days) | 27,344 | 28,688 | 30,123 | 31,667 | 33,227 | 34,879 | 36,685 |
| Campus Supervisor II | | 404 | hourly rate | 19.51 | 20.51 | 21.52 | 22.59 | 23.76 | 24.93 | 26.16 |
| | CAMPS2-_ _ _ | | annual (193 days) | 30,123 | 31,667 | 33,227 | 34,879 | 36,685 | 38,492 | 40,391 |
| Community Health Promoter | | 326 | hourly rate | 17.58 | 17.58 | 17.58 | 17.83 | 18.71 | 19.66 | 20.63 |
| | | | annual (193 days) | 27,144 | 27,144 | 27,144 | 27,530 | 28,888 | 30,355 | 31,853 |
| Community Service Asst. | | 388 | hourly rate | 18.58 | 19.51 | 20.51 | 21.52 | 22.59 | 23.77 | 24.93 |
| | CMSVCA_ _ _ _ | | annual (193 days) | 28,688 | 30,123 | 31,667 | 33,227 | 34,879 | 36,701 | 38,492 |
| Early Childhood Attendant | | 332 | hourly rate | 17.58 | 17.58 | 17.58 | 18.14 | 19.04 | 20.01 | 21.01 |
| | ECA-_ _ _ | | annual (193 days) | 27,144 | 27,144 | 27,144 | 28,008 | 29,398 | 30,895 | 32,439 |
| Early Childhood Educator Trainee | | 388 | hourly rate | 18.58 | 19.51 | 20.51 | 21.52 | 22.59 | 23.77 | 24.93 |
| | ECET-_ _ _ | | annual (193 days) | 28,688 | 30,123 | 31,667 | 33,227 | 34,879 | 36,701 | 38,492 |
| Early Childhood Educator | | 416 | hourly rate | 20.27 | 21.28 | 22.35 | 23.45 | 24.62 | 25.87 | 27.13 |
| | ECED-_ _ _ | | annual (193 days) | 31,297 | 32,856 | 34,508 | 36,207 | 38,013 | 39,943 | 41,889 |
| Early Childhood Educator - Lead | | 432 | hourly rate | 21.28 | 22.35 | 23.45 | 24.62 | 25.86 | 27.13 | 28.50 |
| | | | | 32,856 | 34,508 | 36,207 | 38,013 | 39,928 | 41,889 | 44,004 |
| Educational Interpreter ‡ | | 656 | hourly rate | - | - | 40.45 | 42.45 | 44.58 | 46.83 | 49.17 |
| | EDINT_ _ _ _ | | annual (194 days) | | | 62,778 | 65,882 | 69,188 | 72,680 | 76,312 |
| Gen. Ed. Asst., Behavior Asst. | | 478 | hourly rate | 24.48 | 25.68 | 26.98 | 28.32 | 29.74 | 31.23 | 32.77 |
| | GEABEHA_ _ _ | | annual (193 days) | 37,797 | 39,650 | 41,657 | 43,726 | 45,919 | 48,219 | 50,597 |
| Health Asst./Lic. Voc. Nurse Sp. Ed/IEP | | 506 | hourly rate | - | - | 29.39 | 30.86 | 32.40 | 34.00 | 35.71 |
| | HLTHLVN_ _ _ | | annual (193 days) | | | 45,378 | 47,648 | 50,026 | 52,496 | 55,136 |
| Instructional Asst. | | 356 | hourly rate | 17.58 | 17.71 | 18.58 | 19.51 | 20.51 | 21.55 | 22.59 |
| | IA-_ _ _ | | annual (193 days) | 27,144 | 27,344 | 28,688 | 30,123 | 31,667 | 33,273 | 34,879 |
| Instructional Asst. - Bilingual | | 372 | hourly rate | 17.71 | 18.58 | 19.51 | 20.51 | 21.52 | 22.59 | 23.76 |
| | IABIL-_ _ _ | | annual (193 days) | 27,344 | 28,688 | 30,123 | 31,667 | 33,227 | 34,879 | 36,685 |
| Instructional Asst. - Computer | | 400 | hourly rate | 19.29 | 20.27 | 21.28 | 22.35 | 23.45 | 24.61 | 25.86 |
| | IACOMP_ _ _ _ | | annual (193 days) | 29,784 | 31,297 | 32,856 | 34,508 | 36,207 | 37,998 | 39,928 |
| Instructional Asst. - Visually Impaired | | 400 | hourly rate | 19.29 | 20.27 | 21.28 | 22.35 | 23.45 | 24.61 | 25.86 |
| | IAVI1-_ _ _ | | annual (193 days) | 29,784 | 31,297 | 32,856 | 34,508 | 36,207 | 37,998 | 39,928 |
| Job Developer/Coach ‡ | | 506 | hourly rate | 26.66 | 27.97 | 29.39 | 30.86 | 32.40 | 34.00 | 35.71 |
| | JOBDEV-_ _ _ | | annual (194 days) | 41,376 | 43,409 | 45,613 | 47,895 | 50,285 | 52,768 | 55,422 |
| Occupational Therapy Assistant | | 506 | hourly rate | - | - | 29.39 | 30.86 | 32.40 | 34.00 | 35.71 |
| | OCCTHERAST | | annual (193 days) | | | 45,378 | 47,648 | 50,026 | 52,496 | 55,136 |
| Registered Nurse/Student Support | | 656 | hourly rate | - | - | 40.45 | 42.45 | 44.58 | 46.83 | 49.17 |
| | RNSTSUP | | annual (193 days) | - | - | 62,455 | 65,543 | 68,832 | 72,306 | 75,918 |
| School/Family Resource Worker | | 424 | hourly rate | 20.78 | 21.79 | 22.89 | 24.02 | 25.23 | 26.48 | 27.84 |
| | RESWRK_ _ _ | | annual (193 days) | 32,084 | 33,644 | 35,342 | 37,087 | 38,955 | 40,885 | 42,985 |
| School Safety Grant Liaison | | 506 | hourly rate | 26.66 | 27.97 | 29.39 | 30.86 | 32.40 | 34.00 | 35.71 |
| | S3LIA_ _ _ | | annual (193 days) | 41,163 | 43,186 | 45,378 | 47,648 | 50,026 | 52,496 | 55,136 |
| Senior Instructional Asst. | | 388 | hourly rate | 18.58 | 19.51 | 20.51 | 21.52 | 22.59 | 23.77 | 24.93 |
| | SRIA-_ _ _ | | annual (193 days) | 28,688 | 30,123 | 31,667 | 33,227 | 34,879 | 36,701 | 38,492 |
| Senior Instructional Asst. - Bilingual | | 400 | hourly rate | 19.29 | 20.27 | 21.28 | 22.35 | 23.45 | 24.61 | 25.86 |
| | SRIABI_ _ _ _ | | annual (193 days) | 29,784 | 31,297 | 32,856 | 34,508 | 36,207 | 37,998 | 39,928 |
| Senior Instructional Asst. Physical Ed. | | 388 | hourly rate | 18.58 | 19.51 | 20.51 | 21.52 | 22.59 | 23.77 | 24.93 |
| | SRIAPE_ _ _ | | annual (193 days) | 28,688 | 30,123 | 31,667 | 33,227 | 34,879 | 36,701 | 38,492 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Sp. Ed. Asst. I - Classroom | 400 | hourly rate | **19.29** | **20.27** | **21.28** | **22.35** | **23.45** | **24.61** | **25.86** |
| SEA1C-_ _ _ | | annual (193 days) | 29,784 | 31,297 | 32,856 | 34,508 | 36,207 | 37,998 | 39,928 |
| Sp. Ed. Asst. I - IEP | 400 | hourly rate | **19.29** | **20.27** | **21.28** | **22.35** | **23.45** | **24.61** | **25.86** |
| SEA1I-_ _ _ | | annual (193 days) | 29,784 | 31,297 | 32,856 | 34,508 | 36,207 | 37,998 | 39,928 |
| SEA1IX_ _ _ | | annual (194 days) | 29,938 | 31,459 | 33,027 | 34,687 | 36,394 | 38,195 | 40,135 |
| Sp. Ed. Asst. II - Classroom** | 416 | hourly rate | **20.27** | **21.28** | **22.35** | **23.45** | **24.62** | **25.87** | **27.13** |
| SEA2C-_ _ _ | | annual (193 days) | 31,297 | 32,856 | 34,508 | 36,207 | 38,013 | 39,943 | 41,889 |
| SEA2CX_ _ _ | | annual (194 days) | 31,459 | 33,027 | 34,687 | 36,394 | 38,210 | 40,150 | 42,106 |
| Sp. Ed. Asst. II - IEP** | 416 | hourly rate | **20.27** | **21.28** | **22.35** | **23.45** | **24.62** | **25.87** | **27.13** |
| SEA2I-_ _ _ | | annual (193 days) | 31,297 | 32,856 | 34,508 | 36,207 | 38,013 | 39,943 | 41,889 |
| SEA2IX_ _ _ | | annual (194 days) | 31,459 | 33,027 | 34,687 | 36,394 | 38,210 | 40,150 | 42,106 |
| Sp. Ed./Gen. Ed. Asst. III | 462 | hourly rate | **23.30** | **24.48** | **25.67** | **26.98** | **28.32** | **29.73** | **31.23** |
| SEA3G-_ _ _ | | annual (193 days) | 35,975 | 37,797 | 39,634 | 41,657 | 43,726 | 45,903 | 48,219 |
| Sp. Ed. Asst. IV - Behavior Assistant | 478 | hourly rate | **24.48** | **25.68** | **26.98** | **28.32** | **29.74** | **31.23** | **32.77** |
| SEA4B-_ _ _ | | annual (193 days) | 37,797 | 39,650 | 41,657 | 43,726 | 45,919 | 48,219 | 50,597 |
| Sp. Ed. Transportation Assistant | 416 | hourly rate | **20.27** | **21.28** | **22.35** | **23.45** | **24.62** | **25.87** | **27.13** |
| SETRNA-_ _ _ | | annual (193 days) | 31,297 | 32,856 | 34,508 | 36,207 | 38,013 | 39,943 | 41,889 |
| Speech-Language Pathology Asst. | 506 | hourly rate | - | - | **29.39** | **30.86** | **32.40** | **34.00** | **35.71** |
| | | annual (193 days) | | | 45,378 | 47,648 | 50,026 | 52,496 | 55,136 |
| Student Store Asst. | 356 | hourly rate | **17.58** | **17.71** | **18.58** | **19.51** | **20.51** | **21.55** | **22.59** |
| STOREASST | | annual (193 days) | 27,144 | 27,344 | 28,688 | 30,123 | 31,667 | 33,273 | 34,879 |

*Annual amount is the hourly rate multiplied by an eight-hour day multiplied by the number of school days and paid holidays in the school year. An 8-hour day/40-hour week is 1.0 FTE (Full-Time Equivalent); a 6-hour day/30-hour week is 0.75 FTE, etc.

**Reflects 5% additional pay over SEA1. ‡The school year for these positions is one day longer than the regular school year.

Longevity plan provides for additional 3.5% at 10 years and 3.5% each 4 years thereafter.

Retirees who return to the district to serve in substitute positions shall receive the same step of salary they earned before they retired at the rate of the position in which they are substituting in.

**(longevity pay shall not apply).**

Board Approved January 18, 2023

# Appendix A (2)

**Mt. Diablo Unified School District**
**CSEA Salary Schedule**
**2023-2024**

| Position | PCN | Range | Days per Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---|---|---|---|---|---|---|---|---|---|---|
| Asst. to Deaf/Hard of Hearing I | ADHOH1-_ _ _ | 416 | hourly rate | 19.87 | 20.86 | 21.91 | 22.99 | 24.14 | 25.36 | 26.60 |
| | | | annual (193 days) | 30,679 | 32,208 | 33,829 | 35,497 | 37,272 | 39,156 | 41,070 |
| Asst. to Deaf/Hard of Hearing II | ADHOH2-_ _ _ | 432 | hourly rate | 20.86 | 21.91 | 22.99 | 24.14 | 25.35 | 26.60 | 27.94 |
| | | | annual (193 days) | 32,208 | 33,829 | 35,497 | 37,272 | 39,140 | 41,070 | 43,139 |
| Assistive Technology Tech. | ASTTEC-_ _ _ | 432 | hourly rate | 20.86 | 21.91 | 22.99 | 24.14 | 25.35 | 26.60 | 27.94 |
| | | | annual (193 days) | 32,208 | 33,829 | 35,497 | 37,272 | 39,140 | 41,070 | 43,139 |
| Augment. Astv. Communic. Pgm - SI | SEAAUG-_ _ _ | 416 | hourly rate | 19.87 | 20.86 | 21.91 | 22.99 | 24.14 | 25.36 | 26.60 |
| | | | annual (193 days) | 30,679 | 32,208 | 33,829 | 35,497 | 37,272 | 39,156 | 41,070 |
| Braillist | BRAIL | 416 | hourly rate | 19.87 | 20.86 | 21.91 | 22.99 | 24.14 | 25.36 | 26.60 |
| | | | annual (193 days) | 30,679 | 32,208 | 33,829 | 35,497 | 37,272 | 39,156 | 41,070 |
| Campus Supervisor | CAMPS1-_ _ _ | 372 | hourly rate | 17.36 | 18.22 | 19.13 | 20.11 | 21.10 | 22.15 | 23.29 |
| | | | annual (193 days) | 26,804 | 28,132 | 29,537 | 31,050 | 32,578 | 34,200 | 35,960 |
| Campus Supervisor II | CAMPS2-_ _ _ | 404 | hourly rate | 19.13 | 20.11 | 21.10 | 22.15 | 23.29 | 24.44 | 25.65 |
| | | | annual (193 days) | 29,537 | 31,050 | 32,578 | 34,200 | 35,960 | 37,735 | 39,604 |
| Community Health Promoter | | 326 | hourly rate | 17.24 | 17.24 | 17.24 | 17.48 | 18.34 | 19.27 | 20.23 |
| | | | annual (193 days) | 26,619 | 26,619 | 26,619 | 26,989 | 28,317 | 29,753 | 31,235 |
| Community Service Asst. | CMSVCA_ _ _ | 388 | hourly rate | 18.22 | 19.13 | 20.11 | 21.10 | 22.15 | 23.30 | 24.44 |
| | | | annual (193 days) | 28,132 | 29,537 | 31,050 | 32,578 | 34,200 | 35,975 | 37,735 |
| Early Childhood Attendant | ECA-_ _ _ | 332 | hourly rate | 17.24 | 17.24 | 17.24 | 17.78 | 18.67 | 19.62 | 20.60 |
| | | | annual (193 days) | 26,619 | 26,619 | 26,619 | 27,452 | 28,826 | 30,293 | 31,806 |
| Early Childhood Educator Trainee | ECET-_ _ _ | 388 | hourly rate | 18.22 | 19.13 | 20.11 | 21.10 | 22.15 | 23.30 | 24.44 |
| | | | annual (193 days) | 28,132 | 29,537 | 31,050 | 32,578 | 34,200 | 35,975 | 37,735 |
| Early Childhood Educator | ECED-_ _ _ | 416 | hourly rate | 19.87 | 20.86 | 21.91 | 22.99 | 24.14 | 25.36 | 26.60 |
| | | | annual (193 days) | 30,679 | 32,208 | 33,829 | 35,497 | 37,272 | 39,156 | 41,070 |
| Early Childhood Educator - Lead | | 432 | hourly rate | 20.86 | 21.91 | 22.99 | 24.14 | 25.35 | 26.60 | 27.94 |
| | | | | 32,208 | 33,829 | 35,497 | 37,272 | 39,140 | 41,070 | 43,139 |
| Educational Interpreter ‡ | EDINT_ _ _ | 656 | hourly rate | - | - | 39.66 | 41.62 | 43.71 | 45.91 | 48.21 |
| | | | annual (194 days) | | | 61,552 | 64,594 | 67,838 | 71,252 | 74,822 |
| Gen. Ed. Asst., Behavior Asst. | GEABEHA_ _ _ | 478 | hourly rate | 24.00 | 25.18 | 26.45 | 27.76 | 29.16 | 30.62 | 32.13 |
| | | | annual (193 days) | 37,056 | 38,878 | 40,839 | 42,861 | 45,023 | 47,277 | 49,609 |
| Health Asst./Lic. Voc. Nurse Sp. Ed/IEP | HLTHLVN_ _ _ | 506 | hourly rate | - | - | 28.81 | 30.25 | 31.76 | 33.33 | 35.01 |
| | | | annual (193 days) | | | 44,483 | 46,706 | 49,037 | 51,462 | 54,055 |
| Instructional Asst. | IA-_ _ _ | 356 | hourly rate | 17.24 | 17.36 | 18.22 | 19.13 | 20.11 | 21.13 | 22.15 |
| | | | annual (193 days) | 26,619 | 26,804 | 28,132 | 29,537 | 31,050 | 32,625 | 34,200 |
| Instructional Asst. - Bilingual | IABIL-_ _ _ | 372 | hourly rate | 17.36 | 18.22 | 19.13 | 20.11 | 21.10 | 22.15 | 23.29 |
| | | | annual (193 days) | 26,804 | 28,132 | 29,537 | 31,050 | 32,578 | 34,200 | 35,960 |
| Instructional Asst. - Computer | IACOMP_ _ _ | 400 | hourly rate | 18.91 | 19.87 | 20.86 | 21.91 | 22.99 | 24.13 | 25.35 |
| | | | annual (193 days) | 29,197 | 30,679 | 32,208 | 33,829 | 35,497 | 37,257 | 39,140 |
| Instructional Asst. - Visually Impaire | IAVIT-_ _ _ | 400 | hourly rate | 18.91 | 19.87 | 20.86 | 21.91 | 22.99 | 24.13 | 25.35 |
| | | | annual (193 days) | 29,197 | 30,679 | 32,208 | 33,829 | 35,497 | 37,257 | 39,140 |
| Job Developer/Coach ‡ | JOBDEV-_ _ _ | 506 | hourly rate | 26.14 | 27.42 | 28.81 | 30.25 | 31.76 | 33.33 | 35.01 |
| | | | annual (194 days) | 40,569 | 42,556 | 44,713 | 46,948 | 49,292 | 51,728 | 54,336 |
| Occupational Therapy Assistant | OCCTHERAST | 506 | hourly rate | - | - | 28.81 | 30.25 | 31.76 | 33.33 | 35.01 |
| | | | annual (193 days) | | | 44,483 | 46,706 | 49,037 | 51,462 | 54,055 |
| Registered Nurse/Student Support | RNSTSUP | 656 | hourly rate | - | - | 39.66 | 41.62 | 43.71 | 45.91 | 48.21 |
| | | | annual (193 days) | - | - | 61,235 | 64,261 | 67,488 | 70,885 | 74,436 |
| School/Family Resource Worker | RESWRK_ _ _ | 424 | hourly rate | 20.37 | 21.36 | 22.44 | 23.55 | 24.74 | 25.96 | 27.29 |
| | | | annual (193 days) | 31,451 | 32,980 | 34,647 | 36,361 | 38,199 | 40,082 | 42,136 |
| School Safety Grant Liaison | SSLIA_ _ _ | 506 | hourly rate | 26.14 | 27.42 | 28.81 | 30.25 | 31.76 | 33.33 | 35.01 |
| | | | annual (193 days) | 40,360 | 42,336 | 44,483 | 46,706 | 49,037 | 51,462 | 54,055 |
| Senior Instructional Asst. | SRIA-_ _ _ | 388 | hourly rate | 18.22 | 19.13 | 20.11 | 21.10 | 22.15 | 23.30 | 24.44 |
| | | | annual (193 days) | 28,132 | 29,537 | 31,050 | 32,578 | 34,200 | 35,975 | 37,735 |
| Senior Instructional Asst. - Bilingual | SRIABI_ _ _ | 400 | hourly rate | 18.91 | 19.87 | 20.86 | 21.91 | 22.99 | 24.13 | 25.35 |
| | | | annual (193 days) | 29,197 | 30,679 | 32,208 | 33,829 | 35,497 | 37,257 | 39,140 |
| Senior Instructional Asst. Physical E | SRIAPE_ _ _ | 388 | hourly rate | 18.22 | 19.13 | 20.11 | 21.10 | 22.15 | 23.30 | 24.44 |
| | | | annual (193 days) | 28,132 | 29,537 | 31,050 | 32,578 | 34,200 | 35,975 | 37,735 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Sp. Ed. Asst. I - Classroom | 400 | **hourly rate** | **18.91** | **19.87** | **20.86** | **21.91** | **22.99** | **24.13** | **25.35** |
| SEA1C-_ _ _ | | annual (193 days) | 29,197 | 30,679 | 32,208 | 33,829 | 35,497 | 37,257 | 39,140 |
| Sp. Ed. Asst. I - IEP | 400 | **hourly rate** | **18.91** | **19.87** | **20.86** | **21.91** | **22.99** | **24.13** | **25.35** |
| SEA1I-_ _ _ | | annual (193 days) | 29,197 | 30,679 | 32,208 | 33,829 | 35,497 | 37,257 | 39,140 |
| SEA1IX_ _ _ | | annual (194 days) | 29,348 | 30,838 | 32,375 | 34,004 | 35,680 | 37,450 | 39,343 |
| Sp. Ed. Asst. II - Classroom** | 416 | **hourly rate** | **19.87** | **20.86** | **21.91** | **22.99** | **24.14** | **25.36** | **26.60** |
| SEA2C-_ _ _ | | annual (193 days) | 30,679 | 32,208 | 33,829 | 35,497 | 37,272 | 39,156 | 41,070 |
| SEA2CX_ _ _ | | annual (194 days) | 30,838 | 32,375 | 34,004 | 35,680 | 37,465 | 39,359 | 41,283 |
| Sp. Ed. Asst. II - IEP** | 416 | **hourly rate** | **19.87** | **20.86** | **21.91** | **22.99** | **24.14** | **25.36** | **26.60** |
| SEA2I-_ _ _ | | annual (193 days) | 30,679 | 32,208 | 33,829 | 35,497 | 37,272 | 39,156 | 41,070 |
| SEA2IX_ _ _ | | annual (194 days) | 30,838 | 32,375 | 34,004 | 35,680 | 37,465 | 39,359 | 41,283 |
| Sp. Ed./Gen. Ed. Asst. III | 462 | **hourly rate** | **22.84** | **24.00** | **25.17** | **26.45** | **27.76** | **29.15** | **30.62** |
| SEA3G-_ _ _ | | annual (193 days) | 35,265 | 37,056 | 38,862 | 40,839 | 42,861 | 45,008 | 47,277 |
| Sp. Ed. Asst. IV - Behavior Assistant | 478 | **hourly rate** | **24.00** | **25.18** | **26.45** | **27.76** | **29.16** | **30.62** | **32.13** |
| SEA4B-_ _ _ | | annual (193 days) | 37,056 | 38,878 | 40,839 | 42,861 | 45,023 | 47,277 | 49,609 |
| Sp. Ed. Transportation Assistant | 416 | **hourly rate** | **19.87** | **20.86** | **21.91** | **22.99** | **24.14** | **25.36** | **26.60** |
| SETRNA-_ _ _ | | annual (193 days) | | | 33,829 | 35,497 | 37,272 | 39,156 | 41,070 |
| Speech-Language Pathology Asst. | 506 | **hourly rate** | **-** | **-** | **28.81** | **30.25** | **31.76** | **33.33** | **35.01** |
| | | annual (193 days) | | | 44,483 | 46,706 | 49,037 | 51,462 | 54,055 |
| Student Store Asst. | 356 | **hourly rate** | **17.24** | **17.36** | **18.22** | **19.13** | **20.11** | **21.13** | **22.15** |
| STOREASST | | annual (193 days) | 26,619 | 26,804 | 28,132 | 29,537 | 31,050 | 32,625 | 34,200 |

*Annual amount is the hourly rate multiplied by an eight-hour day multiplied by the number of school days and paid holidays in the school year. An 8-hour day/40-hour week is 1.0 FTE (Full-Time Equivalent); a 6-hour day/30-hour week is 0.75 FTE, etc.

**Reflects 5% additional pay over SEA 1. ‡The school year for these positions is one day longer than the regular school year.

Longevity plan provides for additional 3.5% at 10 years and 3.5% each 4 years thereafter.

Retirees who return to the district to serve in substitute positions shall receive the same step of salary they earned before they retired at the rate of the position in which they are substituting in.

**(longevity pay shall not apply).**

Board Approved January 18, 2023

MT. DIABLO UNIFIED SCHOOL DISTRICT

**CLASSIFIED PERSONNEL**

**PERFORMANCE EVALUATION**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**
**MT. DIABLO CHAPTER NO. 43**

**EMPLOYEE ID#**

| | PERFORMANCE RATING | | |
|---|---|---|---|
| | Satisfactory Meets Expectations | * Needs Improvement | * Unsatisfactory |
| **I. PERSONAL QUALIFICATIONS** | | | |
| 1. Attends regularly | | | |
| 2. Notifies Aesop when absent | | | |
| 3. Adheres to arrival, rest periods and departure time | | | |
| 4. Maintains appropriate appearance | | | |
| 5. Displays tact, courtesy and positive attitude | | | |
| 6. Learns and complies with procedures, rules & regulations | | | |
| **II. EFFECTIVENESS** | | | |
| 1. Relates well to students, staff, and public | | | |
| 2. Understands and accepts job responsibility | | | |
| 3. Works effectively with staff | | | |
| 4. Responds to job supervision | | | |
| 5. Accepts suggestions, new ideas, change | | | |
| 6. Works independently | | | |
| 7. Solves problems and exercises initiative appropriately | | | |
| 8. Organizes and uses time efficiently | | | |
| 9. Completes tasks accurately | | | |
| 10. Communicates effectively with students and staff | | | |
| 11. Respects the worth and dignity of the individual pupil | | | |
| 12. Maintains professional confidences | | | |
| 13. Encourages students with realistic praise and positive feedback | | | |

Employee Name

Classification

Location

Rating Period to

Type of Report: Prob. 2 mos. ☐ Prob. 5 mos. ☐ Annual ☐ Special ☐ Biennial ☐

**OBJECTIVES FOR NEXT REVIEW PERIOD:**

**RECOMMENDATIONS:**

**COMMENDATIONS:**

* **NOTE:** All ratings other than Satisfactory *REQUIRE* comments by rater. Attach additional sheets as needed.

My signature does not necessarily mean that I am in agreement with this evaluation.
I have the right to submit written comments to the Classified Personnel Office within ten (10) days.

Signature of Employee Date

Signature of Administrator Date

Copy 1 – Personnel Office Copy 2 – Employee Copy 3 – Administrator Copy 4 – Program

PER 03 036 12/2015

# Appendix B (2)

## INSTRUCTIONS FOR PREPARING PERFORMANCE REPORT FORMS

*ALL RATINGS SHOULD BE COMPLETED AND THE ORIGINAL COPY RETURNED TO CLASSIFIED PERSONNEL OFFICE IN A SEALED ENVELOPE MARKED "CONFIDENTIAL."*

**I. A report shall be completed:**

A. For each classified employee at the end of the second and fifth months of his/her probationary period.

B. Annually for each permanent, classified employee **until he/she has attained the seventh (7th) step** in a classification and every other year **thereafter**.

C. More frequently when there is a reasonable cause for such evaluation of employees.

**II. The report shall be completed by:**

A. The administrator designated as supervisor. The administrator may obtain information from others responsible for assignment and review of the employee's work.

**III. An employee's performance shall be reported by:**

A. Rating performance as indicated on the evaluation form.

B. Giving reasons for ratings other than satisfactory in the recommendations section.

C. Recording suggestions made to the employee that will aid in the improvement of less-than-satisfactory ratings.

**IV. Administrator Responsibility**

A. Hold a conference with each employee for whom a report is completed at or about the time the report is prepared.

B. Explain to each employee:

1. The purposes and uses made of performance evaluation reports in promotion, demotion, suspension, dismissal.
2. The basis or reasons for the specific evaluation.
3. Where appropriate, the suggestions for changes or improvements in work performance.
4. His/her right to prepare and have filed with the evaluation any written comments the employee wishes to make.

C. Sign the Performance Report Form and obtain the signature of the employee.

D. The administrator sends original of Performance Report Form to the Classified Personnel Office, provides employee with his or her designated copy, forwards a copy to the program, department or division administrator, if appropriate, and retains administrator copy insuring protection against unauthorized disclosure.

**DEFINITION OF RATING SCHEME**

| | |
|---|---|
| **1 = UNSATISFACTORY** | Indicates that an employee's performance is unsatisfactory and definitely not up to standard. Specific explanation must be made on the report. |
| **2 = NEEDS TO IMPROVE** | The employee needs to concentrate his/her effort to a satisfactory work performance. This is not to be construed as a notice of unsatisfactory service nor as a disciplinary action. Specific explanation must be made on the report. |
| **3 = SATISFACTORY** | Indicates that an employee's work clearly and consistently meets standards. |

# Appendix C

## MT. DIABLO UNIFIED SCHOOL DISTRICT

## REGISTRATION OF PERSONAL PROPERTY FOR USE IN THE INSTRUCTIONAL PROGRAM

**(CSEA Unit Members Only)**

### Coverage for Personal Property

CSEA unit members shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the unit member under the following conditions:

A. The loss or damage occurs through no fault of the unit member.
B. Payment is subject to a $10.00 deductible per occurrence.
C. The maximum reimbursement for any one loss shall not exceed $200.00 except for articles of personal clothing when the maximum for any one loss shall be $400.00
D. The deductible provision does not apply to damages to the clothing of a unit member arising from an assault upon the unit member.
E. If a unit member files a claim for loss or damage to personally-owned equipment or teaching materials which have been brought to school, reimbursement for these articles shall be allowed under the terms of this contract provided that:
   1. Such articles are for use in the instructional program.
   2. Prior written approval for use of such articles at school is obtained from the school administrator.
   3. The value of such articles is agreed upon by the unit member and the site administrator prior to its use at school and is recorded in writing.
F. In case of loss, please send a copy with an explanation letter to the Risk Management Office, Dent Center. The letter must include a signed acknowledgment by the site administrator.

### Certification of CSEA Unit Member

I certify that the following personally-owned equipment and/or teaching materials are for use in the instructional program:

| Type or Kind | Model and/or Make | Serial No. and/or Model | Age of Property | Original Purchase Price | Value Agreed Upon |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

CSEA Unit Member Signature Date

### Certification of Site Administrator

The foregoing personal property has been examined by me and the value has been agreed upon with the named employee.

Site Administrator Signature Date

**Destruction of Tires:** In addition to the above, destruction of tires which occurs while the unit member's car is parked in a district parking lot shall be reimbursed up to the unit member's deductible up to $150 per tire, to a total maximum of $500. In order to receive this reimbursement, the unit member must immediately report the damage to a site administrator and file a police report.

ADM 05.002 4/08

White – Site Administrator
Canary – CSEA Unit Member
Pink – Risk Management

## Appendix D

This Appendix applies to employees who work beyond the school year. If the District significantly increases the number of employees who work beyond the school year, this Appendix shall be bargained back into the contractual agreement.

### Vacation Scheduling (Employees Who Work Beyond the School Year)

a. Vacation absences are granted with the approval of the employee's immediate supervisor. Effort will be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the District and the work load of the school or department. The supervisor shall approve or deny vacation in writing within five (5) work days of the request on the prescribed district request form.
   The denial shall be in writing. Vacation requests shall not be denied unreasonably.
b. Subject to the conditions listed in section a above, if there is any conflict between employees who are working in the department as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.
c. If an employee's vacation has not been scheduled, after a reasonable effort has been made, the District may schedule the employee's vacation. This vacation schedule shall be provided to the employee in writing, thirty (30) days in advance, with an explanation as to why it was necessary for the supervisor to schedule the employees' vacation. If the employee does not believe that a reasonable effort was made to schedule his/her vacation he/she may appeal to the Chief, Human Resources or his/her designee. The Chief, Human Resources or his/her designee's decision shall be final.

### Vacation Accumulation

a. Employees are to take earned vacation leaves no later than the end of the year immediately following the year in which the vacation has been earned, except that an employee may elect to carry over up to ten (10) days of vacation in addition to one (1) year's entitlement.
b. The District shall pay the employee for any days in excess of the accumulations described in paragraph "a" above, but only after every effort has been exhausted to schedule the vacation time.
c. Unearned vacation time may be granted in advance under unusual circumstances with prior approval of employee's supervisor and the Chief, Human Resources or his/her designee.

**Interruption of Vacation**

An employee shall be permitted to terminate vacation leave in order to begin bereavement or sick leave as provided in this agreement without a return to active service provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. Use of sick leave under this section is limited to serious illnesses which are of at least three (3) days duration and which are substantiated by a statement from the employee's practitioner/physician.

## SIGNATURES

For the MDUSD Board of Education

Debra Mason, President, Board of Education

For the California School Employees Association
Mt. Diablo, Chapter 43

Annie Nolen, President, CSEA

## Negotiators

**For Mt. Diablo Unified School District**

**Ryan Sheehy**
**Amy Sudrla**
**Cheryl Champion**
**Kevin Honey**

**For California School Employees Association**
**Mt. Diablo, Chapter 43**

**Annie Nolen**
**Kimberley Montano**
**Jeannene Kimmel**
**Vikke Phalen**
**Kelly Miranda**
**Lucienne Bischof, CSEA Labor Relations Representative**