AGREEMENT

BETWEEN

NATOMAS UNIFIED SCHOOL DISTRICT

AND

C.S.E.A. CHAPTER 745

Completion of Negotiations for the 2025-26 year, to include the term of July 1, 2025 - June 30, 2028

Board Approved on June 2, 2025

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ARTICLE I

AGREEMENT

1.1 This Agreement is between the California School Employees Association and its Natomas Unified Chapter 745, hereinafter called the "Association" and the Natomas Unified School District, hereinafter called the "District."

ARTICLE II

RECOGNITION

2.1 The District recognizes the Association as the exclusive bargaining representative for all classified employees included, but not limited to those listed in Appendix B, and excluding Certificated, Management, Confidential, and Supervisory employees.

ARTICLE III

ORGANIZATIONAL SECURITY

3.1 The Association shall have the sole and exclusive right to have membership dues deducted for employees in the Bargaining Unit.

3.1.1 Membership dues deductions shall become effective in the month in which the employee submits an authorization.

3.1.2 District shall refer all employee requests to cancel or change deductions to the CSEA Chapter Leadership or the Labor Relations Representative. The District shall not deter or discourage an employee or applicant from becoming or remaining a CSEA member.

3.2 District Notice to CSEA of New Hires

3.2.1 The District shall provide the CSEA President and Labor Relations Representative notice of any newly hired classified employee into a bargaining unit position, within ten (10) working days of date of Board approval, via a shared electronic document. Notification shall include the information provided by the new hire pursuant to Section 3.3, Employee Information.

3.3 Employee Information

3.3.1 "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, 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.

3.3.2 The District shall provide the new hire with a CSEA New Employee Information Form. The information will then be provided to CSEA through CSEA's secure FTP website. The shared information shall include a request for the following information:

1. Full Legal Name
2. Job Title;
3. Primary worksite/department name;
4. Work telephone number;
5. Home Street address (incl. apartment #)
6. City
7. State
8. ZIP Code (5 or 9 digits)
9. Home telephone number (10 digits);
10. Personal cellular telephone number (10 digits);
11. Personal email address of the employee;
12. Hire date.
13. Employee ID number

3.3.3 Periodic Update of Contact Information

The District shall provide CSEA with a list of each bargaining unit member's name and contact information, as provided by and authorized by each bargaining unit member, on the last working day of September, January and May. The information will be provided to the CSEA President and Labor Relations Representative. This contact information shall also include the following information:

1. Full Legal Name

2. Job Title
3. Primary worksite/department name;
4. Work telephone number;
5. Home Street address (incl. apartment #)
6. City
7. State
8. ZIP Code (5 or 9 digits)
9. Home telephone number (10 digits);
10. Personal cellular telephone number (10 digits);
11. Personal email address of the employee;
12. Hire date.
13. Employee ID number

The parties acknowledge Government Code section 3558 which permits the Association to file an unfair labor practice charge and seek monetary penalties related to the failure to provide employee information. The parties agree the Association shall provide the District with a 30-day work day notice to cure any failure to provide or correct the information in Section 3.3 prior to filing an unfair labor practice charge or seeking monetary penalties. In addition, the Association cannot file an unfair labor practice charge or seek monetary penalties against the District if the Association does not provide the link to the secure FTP server.

3.4 New Employee Orientation

3.4.1 "New employee orientation" means the process by which a newly hired public employee, whether in person, online, or through other means or mediums, is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-

related matters.

3.4.2 The District and CSEA agree that the District will annually schedule dates/times for both the District and CSEA to participate in New Employee Orientation. To ensure compliance with AB119, the District and CSEA agree to the following procedure:

1. Annually, the District shall conduct four (4) classified employee orientation sessions. The District shall provide CSEA with 45 minutes to meet.
2. The parties agree the District will notify CSEA with ten (10) day notice for each new employee orientation described above.
3. CSEA shall have 90 minutes of paid release time during their normal work hours for one (1) CSEA representative, either the Chapter President or designee, to attend each new employee orientation. 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 CSEA orientation session.
4. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. The orientation session shall not result in increasing the unit member's or members' daily scheduled work hours or be considered for overtime.
5. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

3.4.3 The District shall include a CSEA membership application and a CSEA-provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution. The District shall also send an email with a link or attachment of the CSEA-District collective bargaining agreement to any newly hired

employee.

3.5 Association shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other actions arising from this Article.

ARTICLE IV

CSEA RESPONSIBILITIES

4.1 CSEA shall file with the Superintendent annually and keep current the following information:

1. Name, mailing address, and telephone number of CSEA and its State organization.
2. Name, mailing address, and telephone number of the officers of CSEA.

4.2 Any correspondence or inquiry in the context of, or related to the “meet and negotiate” process shall be directed to the Superintendent with a copy of such inquiry or correspondence given to the District's representative.

ARTICLE V

ASSOCIATION RIGHTS

5.1 The District shall provide the Association access to represented employees work areas, provided such access does not interfere with the work.

5.2 The Association shall have the right to schedule available schoolrooms for meetings, and to send mail through the intra-District mail system.

5.3 The District shall provide the Association with a seniority listing and copies of the District budget upon request.

5.4 The District shall provide the Association with bulletin board space at each work site for the posting of notices.

5.5 Release Time

5.5.1 The District shall provide paid release time for up to six (6) members selected by the Association for a total of five (5) days per school year, for CSEA's Annual Conference. The Association President shall inform the Superintendent and the employee's immediate supervisor ten (10) days in advance of the Association request for release time for the District to arrange for a satisfactory substitute. Release time which is not used in one year may not be carried over to a subsequent contract year.

5.5.2 The Association President or designee shall be released for up to 240 hours in a year. This time is intended to be used at scheduled work time for the purpose of conducting union business such as: to prepare for meetings, meet with CSEA members, represent members in disciplinary meetings or grievances, and/or District officials (not for

negotiations or regularly scheduled meetings with Human Resources). This time will be taken in two (2) hour increments. Said release time shall not be accounted against additional release time contained elsewhere in the Collective Bargaining Agreement. Both parties agree at the beginning of each school year that the Association President and their immediate supervisor will meet to collaborate on the process of scheduling time for union business. The cost of any substitute used to cover the President's or designee's position while they are on union business shall be divided 50/50 between CSEA and the District.

5.6 Neither the District nor the Association shall interfere with, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Association activity in accordance with Chapter 10-7, Section 3540-3549 of the Government Code.

5.7 Whenever notice is required to the District or the Association under this agreement or by law, and no other form of notice is otherwise designated, notice to the District shall be written notice made by personal delivery or first class mail to the District Superintendent and notice to the Association shall be written notice made by personal delivery or first class mail to the Chapter President and the assigned CSEA Field Representative.

5.8 Distribution of Contracts

5.8.1 Within 30 working days of ratification of the agreement by both parties, the District shall produce a draft and provide the draft to the Chapter President for review by the Association.

5.8.2 The Association shall review the contract and make all necessary and relevant changes required by the ratified agreement to the draft, and return the draft to the District within 30 working days from its receipt.

5.8.3 Within 30 working days after receiving the draft collective bargaining agreement back from the Association, the District shall make all necessary and relevant changes, and the District shall post the entire contract on the District Web page for employee access. Employees who do not have internet access can come to Human Resources to access a computer to review the contract or will be given a copy of the contract upon request to the Human Resources Office.

5.8.4 The District shall provide a copy of the contract to all newly hired employees within ten (10) working days of the employee's date of hire.

ARTICLE VI

HOURS

6.1 Work Week

6.1.1 The workweek shall be five (5) consecutive days as designated by the employer for each classification assignment. Each bargaining unit employee shall be assigned a work week. A supervisor may modify an employee's work day (starting and ending times) by no more than 30 minutes without the employee's permission upon receiving the prior approval of the Superintendent. If the employee asserts that the change creates a hardship, the supervisor/manager will seek resolution to avoid hardship for the employee and will seek to make accommodations. The employee and CSEA shall receive written notice at least ten (10) working days prior to this change taking place.

6.1.2 The District may require employees to work in excess of their normal workweek, or designated workday. In such instances, overtime rates will be in effect, pursuant to Section 6.5 below.

6.2 Work Day

6.2.1 The length of the work day shall be designated by the employer for each classified assignment. Each bargaining unit employee shall be assigned a regular minimum number of hours per day, which shall not be reduced without negotiations between the District and CSEA.

- In order to meet the needs that specific classifications fulfill for the district, it is possible that positions within these classifications may have a flexible work day schedule, meaning that depending on the time of year, specific projects or site access requirements, the supervisor may create a work schedule with adjusted start and end times. In distributing flex schedule work to employees in the

bargaining unit unit within each classification and job site, the District shall consider seniority within the bargaining unit and qualifications of employees necessary to do the particular task.

- These schedules must be developed by the supervisor and agreed upon with the employee ten (10) work days prior to the change in start and/or end times unless an alternate timeline is agreed upon.
    - If an employee does not want to work a flexible schedule, they will not experience any reduction in compensation or hours.
- A written agreement will be created that outlines the specific details of the schedule adjustment, including rationale, duration, and objectives for the flexible schedule [see Appendix G] and must be signed by the supervisor and employee. Notification of this agreement will be forwarded to the Association president. the agreement shall state that the unit member and/or supervisor may revoke the agreement at any time. This revocation shall be in writing.

6.2.2 No time sheet may be changed or otherwise altered after submission by an employee. In the event the District has evidence the time sheet is incorrect, an attachment shall be issued with a copy and explanation to the employee.

6.3 Work Location: For permanent employees in positions not directly supporting students, or during non-instructional days, remote work may be considered on a case-by-case basis. In order to be considered for remote work, an employee must have their request approved, and a written agreement with clear expectations and monitoring requirements will be created. The written agreement form that will be utilized to outline expectations and monitoring requirements has been created mutually between the Association and District (See Appendix G). Notification of any agreements will be forwarded to the Association president.

6.4 Lunch Periods: Employees having an average workday of four (4) hours or more shall be entitled to an unpaid, uninterrupted lunch period of not less than one-half (1/2) hour. An employee who works an average workday of less than five and one–half (5 ½) hours may request in writing to waive his/her unpaid, uninterrupted lunch and this will be the employee's new work schedule with the supervisor's approval.

6.5 Rest Periods: Employees working four (4) or more consecutive hours shall be entitled to rest periods as scheduled by the immediate management supervisor. Rest periods shall be fifteen (15) minutes for each four (4) consecutive hours of scheduled work.

6.6 Overtime: Overtime is defined to include time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a calendar week. Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the time actually worked.

6.6.1 Employees having an average workday of four (4) hours of more and a workweek of five (5) consecutive days shall be compensated for any work required to be performed on the sixth or seventh day of the workweek at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the time actually worked.

6.6.2 An employee having an average workday of less than four (4) hours during the workweek shall, for any work required to be performed on the seventh day of the workweek, be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the time actually worked.

6.6.3 All hours worked on authorized holidays shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay in addition to the regular pay.

6.6.4 Voluntary Overtime

Each July 1 a list will be established by site or department of employees that want overtime. The list will be organized by seniority and the opportunity for overtime will

rotate. The employee whose turn it is has the first right of refusal. A name will be skipped if they are not qualified for the work that needs to be done on overtime.

6.6.5 Mandatory Overtime

Each July 1 the seniority list will be used by classification and site to establish who will have to do overtime when there are no volunteers. The list will rotate initially starting with the least senior employee. A name will be skipped if they are not qualified for the work that needs to be done on overtime.

6.7 Compensatory Time Off

Compensatory time off shall be compensated for at time and one-half.

6.7.1 When overtime work is authorized and the employee desires compensatory time off in lieu of cash compensation, an appropriate form must be completed by the employee and approved by the immediate supervisor and the Superintendent.

6.7.2 Maximum amount of compensatory time off will be limited to eighty (80) hours per twelve (12) month period, commencing July 1.

6.7.3 If an employee does not take compensatory time off, they will receive cash compensation for overtime worked prior to June 30.

6.7.4 Compensatory time off cannot be accumulated from year to year.

6.8 Call-In Time: Time that an employee is required to perform unscheduled work which does not continuously precede or follow an employee's regularly scheduled assignment shall be considered Call-In Time and shall be compensated for a minimum of two (2) hours of work at the overtime rate. Time shall be computed portal to portal with mileage additional.

6.9 Emergency Days

6.9.1 Employees who work on an annual or school year basis shall not lose a day of pay as result of a declared emergency day nor shall the employee be paid an additional

amount as a result of the extension of the school calendar due to the make-up of a declared emergency day.

6.9.2 Pursuant to 6.8.1 above, when any employees assigned to work less than twelve (12) months are paid for a day in which they are not required to work, as provided by Education Code Section 45203, because of an emergency day, twelve (12) month employees who work on any such day shall be granted an additional vacation day.

6.10 Standby Time - Bus Drivers

6.10.1 Bus Drivers on special trips, including, but not limited to, athletic events, field trips, and extra-curricular trips, who remain on standby for the duration of the event for which the special trip is made shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday as defined in this Article, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.

6.10.2 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and time duties resume the following morning.

6.10.3 Any time between scheduled bus runs or special trip runs of thirty (30) minutes or less shall be paid time.

6.11 Vehicle Unavailability

Employees will report to their primary work site and continue to work their regular work shift, even though District vehicles, which are normally assigned to them, may be temporarily unavailable due to mechanical or other malfunction.

6.12 Eleven-Month Contracts

Eleven-month employees shall be employed from either August 1 through June 30 or July 1 through May 31 unless otherwise negotiated with the union.

6.13 Fringe Benefits Adjustment

Consistent with Education Code Section 45137, a classified employee who works a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits (this shall include sick leave and vacation) on a properly prorated basis as specified in Education Code Section 45136.

6.14 Increase in Work Hours

Employees working a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive days or more have the right to meet with their immediate supervisor to discuss whether a permanent increase in the position's hours is warranted.

- The immediate supervisor shall meet with the employee within ten (10) work days of the employee's request to assess the assigned duties.
    - The supervisor may determine that an increase in work hours may be warranted which would then be addressed between the District and the Association as appropriate.
    - If the immediate supervisor determines that an adjustment to the hours is not necessary, the supervisor will meet with the employee to prioritize duties within their current work hours, or indicate whether the extra hours will continue in order to support a short-term need for a specific period of time. This will be confirmed in writing within two (2) work days after the conclusion of the meeting.

ARTICLE VII

HEALTH AND WELFARE BENEFITS

7.1 Each member of the bargaining unit shall have the option of either receiving health, vision, and/or dental insurance premiums withdrawn from their pay on a pre-tax basis pursuant to the Pre-Tax Premium Contribution Plan, or may opt to receive a cash benefit as defined in sections 7.2, 7.3, 7.4 and 7.5. Bargaining unit members opting to receive the cash benefit should be aware that options may be available for investing such cash benefits or a portion thereof in tax- free accounts. All employees choosing to receive the cash benefit must show proof of insurance coverage to qualify for the cash back option.

7.2 Employees Eligible for Benefits Prior to Ratification (04/21/93)

The District will increase the salary of each full-time bargaining unit member by a dollar amount equal to the cost of Kaiser family coverage and Delta Dental single coverage for the purpose of funding pre-tax health and dental premium contributions and cash benefits for bargaining unit members. For part-time bargaining unit members who are scheduled to work one-half (1/2) of the day or more, the District will increase the salary by a pro rata amount per month for the purpose of funding pre-tax health and dental premium contributions and cash benefits for bargaining unit members.

7.3 Employees Eligible for Benefits After Ratification (04/21/93)

7.3.1. All bargaining unit members who require, and enroll in, family coverage will receive one thousand seven hundred and eight-two dollars and ninety-eight cents ($1,782.98) per month for the purpose of funding pre-tax health and dental premium contributions and benefits. Those who enroll in the two party or single parent coverage will receive

one thousand two hundred and twenty-nine dollars and eighty-five cents ($1,229.85) per month for the purpose of funding pre-tax health and dental premium contributions and benefits. Bargaining unit members who select single coverage will receive nine hundred and fifteen dollars and thirty-six cents ($915.36) per month for the purpose of funding pre-tax health and dental premium contributions and benefits. For part time bargaining unit members who are scheduled to work one-half (1/2) of the day or more, the District will increase the salary by a pro rata amount per month for the purpose of funding pre-tax health and dental premium contributions and for bargaining unit members.

7.4 Employees Eligible for Benefits before ratification date May 11, 2000.

Employees hired before ratification date May 11, 2000, shall be eligible for the full amount of the premium contribution either as stated in paragraph 7.3 or have the option to receive a cash benefit of four hundred eighty-six dollars and thirty-nine cents ($486.39) per month. Bargaining unit members selecting the option to receive the cash benefit should be aware that option might be available for investing such cash benefits or a portion thereof in tax-free accounts. For part time bargaining unit members who are scheduled to work one-half (½) of the day or more, the District will increase the salary by a pro rata amount per month for the purpose of funding pre-tax health and dental premium contributions and cash benefits for bargaining unit members.

7.5 Employees Eligible for Benefits hired on or after ratification date May 11, 2000, and who provided service prior to October 7, 2004. Employees shall be entitled to the full amount of the premium contribution as stated in paragraph 7.3 or have the option to receive $125.00

per month if they choose not to receive any portion of the health and welfare benefit package (i.e.: medical, dental or vision coverage). An employee who elects to choose any portion of the District paid health and welfare benefit package will receive no cash back. All employees hired after the above date shall provide the District with proof of medical insurance coverage annually to qualify for the cash back option. For part-time bargaining unit members who are scheduled to work one-half (½) of the day or more, the District will increase the salary by a pro- rata amount per month for the purpose of funding pre-tax health and dental premium contributions or cash benefits for bargaining unit members.

7.6 Employees Eligible for Benefits Who Begin Service for the 2004-05 School Year Employees shall be entitled to the full amount of the premium contribution as stated in paragraph 7.3 but shall not be entitled to any cash per month option. For part-time bargaining unit members who are scheduled to work one-half (1/2) of the day or more, the District will increase the salary by a pro rata amount per month for the purpose of funding pre-tax health and dental premium contributions and benefits for bargaining unit members.

7.7 Employees on approved leaves of absence without pay will have the option to continue to receive health and welfare coverage as specified by this article by submitting a personal check made out to the school district for the full amount of the monthly premium. This is contingent upon the insurance carrier's agreement to provide such coverage.

7.8 For those continuing employees working a regular ten-month year, the District shall maintain the health benefit premium during the summer months at the same level as the District contributed during the school year.

7.9 Should an employee in the bargaining unit be terminated, either voluntarily or

involuntarily, such employee will not be entitled to paid benefits thereafter.

7.10 An advisory committee shall be formed to make recommendations to the Board and the Associations regarding plan and coverage changes. CSEA Chapter 745 and the District may appoint three representatives each to this committee. A Health Benefits Committee comprised of up to three (3) members of CSEA and up to three (3) District representatives shall be formed to work towards a single District Health Benefits pool to begin by January 1, 2026.

7.11 Retiree Benefits

The District will pay the medical premium at the rate in effect for the employee at the time of retirement, and has been in this plan for at least two (2) open enrollment periods, until age of Medicare eligibility. The employee must have worked in the District for at least 15 consecutive years prior to retirement, reached age 55 and enter the PERS retirement system upon leaving the District. This 15 consecutive year service requirement supersedes Article 22.1.4 which states “the employee must have rendered a total of ten (10) years of paid service to the District immediately prior to retirement”.

ARTICLE VIII

CONTRACTING OUT

8.1 In the event the District intends to perform recognized bargaining unit work through another provider of services, the District shall give the Association advance notice and grant a full opportunity to meet and negotiate the decision to and effects of contracting out or transfer of bargaining unit work.

8.2 The District reserves its right under Education Code Section 45103.1

ARTICLE IX
FILLING BARGAINING UNIT VACANCIES

9.1 Posting of Notice of Vacancy

Notice of all vacancies shall be posted on bulletin boards at each District job site. Open positions shall remain posted for not less than five (5) working days prior to the filing deadline. Notices of open positions shall be sent to one CSEA site representative per site.

9.2 Site Representatives

The Association shall notify the District of designated site representatives and annually update the list as necessary.

9.3 Employees on Leave

Employees on leave may provide the highest ranking member of Human Resources with a written request to be notified of vacancies within the bargaining unit. Notification shall be sent upon posting of vacancies.

9.4 Seniority

If there are two or more bargaining unit members applying (are finalist) for the same position and their qualifications are equal, the most senior person shall be awarded the position.

9.5 Employees Not Selected

If a bargaining unit member is not selected for an open position, upon request, a meeting shall be granted with a designated leader of Human Resources for the sole purpose of discussing their non- selection. This shall include receiving a written statement setting forth the reason(s) why the unit member was not selected.

9.6 Transfers

A transfer is defined as any action which changes an employee's work location which does not involve a change in classification.

9.7 Administrative Transfer

The District retains the right to transfer employees to meet program needs. Personnel to be transferred involuntarily shall be notified of the transfer not less than five days prior to the effective date of the transfer, barring an emergency situation. An emergency is defined as a condition present in the District for which the need for the transfer of employee(s) is so immediate that notice could not be provided without delaying the work to be performed, resulting in damage to the District. Permanent and probationary classified employees will not be administratively transferred more than once per twelve (12) months, unless it is required to meet program needs.

9.7.1 Such administrative transfer shall not change the employee's salary rate, anniversary date; accumulated illness leave and vacation credits or any manner reflects adversely upon the employee's rights as provided by law and the Agreement.

9.7.2 Whenever possible, the classified employee with the least seniority in the appropriate job classification will be transferred.

9.8 Temporary Transfer

9.8.1 When temporary transfers are made pursuant to this Section, the employee shall be notified of the reason for the temporary transfer and the length of such temporary transfer in writing.

9.8.2 Employees who are involved in involuntary transfer shall be notified in writing of the reasons for the effective date of the transfer by the Assistant Superintendent of Human Resources.

9.8.3 Upon request, employees shall be entitled to a conference regarding the involuntary transfer with the Assistant Superintendent of Human Resources, in order to review the reasons for the involuntary transfer. If the employee objects to the involuntary transfer, a good faith effort to find an alternate solution to the problem will be made.

9.8.4 Volunteers for temporary transfers shall be sought before anyone is involuntarily transferred.

9.9 Voluntary Transfer

Permanent classified employees interested in transferring to a different work site within the District may at any time file a transfer request with the Human Resources Office by submitting an internal employee transfer request form. As vacancies in the employee's classification arise, the District shall give first consideration to such requests.

9.9.1 A voluntary transfer shall be defined as a transfer which is initiated by the employee.

9.9.2 Any member of the bargaining unit must submit a request for transfer to another position within their current classification or a related lower classification within the filing period of the posted vacancy.

9.9.3 When a new position is created in a class, or when an existing position becomes vacant, the District shall offer the opportunity to transfer to that new or vacant position to all unit members serving in the same class. If only one employee requests the transfer, the District shall transfer that employee if their last year's overall evaluation is satisfactory and if not; their written rebuttal shall be considered.

9.9.3.1 If two or more unit members request to transfer into the new or vacant position, and both candidates have satisfactory evaluations, then seniority within the classification shall be

the deciding factor.

9.9.4 Permanent classified employees shall be granted no more than one voluntary transfer request per twelve (12) months.

9.9.5 Any employee whose transfer request is not granted may request that they be given the reasons, in writing, for the decision.

9.10 Promotions

Promotion is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.

Bargaining unit members must file an application to include at minimum their personal information, record of educational and professional preparation, record of work experience, legal information and a letter of intent along with any documentation they wish to have considered for promotion opportunities. Internal candidates meeting minimum qualifications for the vacant position will be granted an interview when being considered for opportunities for promotions in higher range classifications.

9.10.1 Increase In Pay

Bargaining unit members promoted to a higher classification will be placed on a step that shall give them the greater of the following two options:

1. at least a five percent (5%) increase over their former step, or
2. placement based on new analysis of relevant prior work experience and qualifications.

9.10.2 Probationary Period

The probationary period for a promoted employee shall be six (6) calendar months. The promoted employee shall be evaluated within three (3) months

and six (6) months from date of promotion. The District may release the employee or the employee may request release from probation and return them to their previous classification. An employee released from a promotional probationary assignment shall not be entitled to a hearing unless released for cause. An employee who has permanent status in a position and voluntarily demotes will not be required to serve a probationary period so long as the duties in the lower position are substantially similar.

When an employee voluntarily demotes into a position requiring a probationary period and the employee does not pass probation, they shall have a mandatory right of return to their prior position.

9.11 Instructional Assistant - Transfer With Teacher

Assistants assigned to work with a teacher who is transferred may transfer with that teacher, if the instructional assistant position is open and such transfer is agreed to by the assistant and the District. When the assistant transfers, they maintain their hours.

9.12 Substitutes

The District must fill a position that is vacant and filled temporarily by a substitute employee within sixty days. The District may petition CSEA for one thirty-day extension. A substitute hired to fill a vacant classified position shall be expected to complete the regularly assigned duties of the position (to the extent permissible related to compliance requirements - i.e. lifting/restraining students) and will be paid at Step 1 of the classified bargaining unit salary schedule.

9.13 Out Of Class Assignments

If the District needs to temporarily fill a position during the posting, interview and selection processes, they will make every effort to utilize qualified employees working in an out of class status rather than outside substitutes, unless doing so creates a hardship for the District/site.

ARTICLE X

EVALUATION PROCEDURES AND PERSONNEL FILES

10.1 Evaluations

Evaluations for all regular employees shall be obtained at specified intervals during the work year. The evaluations shall be reported to the Superintendent on the appropriate form. Effective evaluation practices should:

- Recognize and reinforce effective workplace practices
- Assess adherence to professional standards
- Provide constructive feedback
- Identify areas where improvement in performance is necessary

10.1.1 The probationary period for all non-promotional employees will be six (6) calendar months. All non-promotional probationary employees shall be evaluated prior to the end of third and end of the sixth month of their probationary period. Probationary employees shall review and sign their evaluations forms before they are submitted to the Superintendent by the principal, department head or supervisor.

10.1.2 Evaluation Sequence

1. A staff orientation shall be held within the first 30 workdays of the school year to review the evaluation criteria, procedures, timelines and terms set forth in this article
2. For permanent employees, a periodic review will occur during the school year (by January 31st) and must occur prior to the evaluation.
3. Evaluations for all permanent employees shall be submitted no later than April 30 each year. A special evaluation may be submitted at other times if it is desired by the principal or the supervisor. Permanent employees shall

review and sign their evaluation forms before they are submitted to the Superintendent's office by the principal, department head, or supervisor.

10.1.3 If an employee is working in a dual capacity, such as Bus Driver/Custodian, each principal and each supervisor must complete a Classified Employee Evaluation Process.

10.1.4 A specific amount of time shall be set aside by the supervisor and the employee to discuss the evaluation and the reasons for the various ratings.

10.1.5 Employees shall be evaluated over the total year. Thus, an employee's total performance should be emphasized in the evaluation process as opposed to basing most of the evaluation on isolated incidents. Isolated incidents of performance, either positive or negative, should be weighed based on their significance and implications to the employee's effectiveness in their job and to the District educational program. Evaluation shall be based upon the direct observation and/or knowledge of the evaluator.

10.1.5.1 No evaluator shall base any comment or rating in any way upon an employee's participation in Association activities or any other exercise of protected rights.

10.1.6 An evaluation form (Appendix B) which is presently provided by the District shall be filled out for each employee.

10.1.7 When an employee's evaluation demonstrates they fail to meet standards or needs to improve, specific recommendations shall be made by the evaluator which will be helpful in securing improved performance of the employee. The employee shall have the right to review and to respond to any derogatory evaluation in accordance with 10.3.

10.2 Any employee who has reason to question any aspect of their evaluation or who is concerned about the conditions of employment or any other matter affecting employee morale, has the right to request a review by the Superintendent or their designee.

10.3 Personnel Files

10.3.1 The personnel file of employees shall be maintained at the District Office. Materials in an employee's personnel file which may serve as a basis for affecting the status of their employment are to be made available to the employee.

10.3.2 Information of a derogatory nature, except material mentioned in Section 10.3.3 below, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement their own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary deduction.

10.3.3 An employee shall have the right to review their personnel file upon request, with the exception of material which includes ratings, reports, or records which were 1) obtained prior to the employment of the person involved, 2) prepared by identifiable examination committee members, or 3) obtained in connection with a promotional examination. It is further understood that these requests should be made at a time when such employees can be released from duty by the District without interfering with the orderly operation of the District.

10.3.4 All personnel files shall be kept in confidence and shall be available for inspection only when necessary in the administration of the District's affairs or the

supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. The log shall be maintained in the employee's personnel file.

10.3.5 All materials of a derogatory nature, or which could possibly adversely affect the employee's employment shall be signed and dated by the originating person.

ARTICLE XI

LEAVES

11.1 General Provisions

11.1.1 Notwithstanding any other provision of this contract, the District may require, based upon reasonable suspicion of abuse, verification of the reason for an absence from scheduled duties or assigned work locations, and in the event illness is claimed, a physician's written verification may be required.

11.1.2 Members of the immediate family, as used in this Article, is defined as: the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, children, children in-law, siblings, or any person living in the immediate household of the employee.

11.1.3 Employees shall complete and file an absence report with their supervisor the first day of duty following any absence.

11.2 Sick Leave

11.2.1 An employee is entitled to one (1) day of sick leave for each month of service rendered the District.

a. For purposes of this Section, a "Day" means the employee's regularly assigned duty period; i.e., eight hours, six hours, four hours, etc.

b. At the beginning of each fiscal year, the full amount of Sick Leave the employee is entitled to 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.

c. A probationary employee of the District shall not be eligible to take more than six days or the proportionate amount to which they may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

11.2.2 Sick Leave may be accumulated without limitation.

11.2.3 The District shall authorize an employee to use vacation upon exhaustion of their sick leave.

11.2.4 For employment of less than a full school year, sick leave shall be prorated.

11.2.5 Any illness extending beyond five (5) consecutive working days may require the signature of the doctor.

11.2.6 Doctor and dentist appointments scheduled during the employee's regular work day shall be deducted from sick leave.

a. Employees shall make every effort to schedule non-emergency doctor and dental appointments outside of their regular working hours.

11.2.7 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of the illness.

11.2.8 Unit members with a year of service may use up to twelve (12) work weeks of paid sick leave per academic year, to care for a new child. When a unit member has exhausted all available sick leave, the unit member shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-work week period of parental

leave. A "child" for this purpose has the same definition as supplied in the California Family Rights Act.

11.3 No-tell Days

11.3.1 Up to three (3) days per year may be claimed as No-tell Days. (These three [3] days are included in the allocated amount of sick leave that each classified employee receives on a yearly basis as defined in Article 11.2). These days may be claimed, without verification, at the discretion of the employee.

a. These days

(1) Must be scheduled and pre-approved at least five (5) working days in advance;

(2) Shall not be used for other employment.

11.4 Personal Necessity Leave

11.4.1 Employees shall be allowed up to seven (7) days of accumulated Sick Leave, which shall be deducted from such accumulated leave and which shall not be carried over from year to year.

11.4.1.1 An employee shall be entitled to use leave provided by this Section, at their election, in cases of personal necessity.

11.4.1.2 An employee shall be entitled to use Personal Necessity Leave for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate attention and which cannot be dealt with during off-duty hours.

11.4.1.3 Personal Necessity Leave shall not be used for any of the following:

a. Political, recreational, or social activities;

b. Employee Association business;

c. Other employment;

d. Any illegal activity.

11.4.2 The employee shall request Personal Necessity Leave on the appropriate form, at least two (2) working days in advance, except in case of emergency.

11.4.3 The District reserves the right to restrict the number of employees using this leave on any given day.

11.4.4 Personal Necessity Leave may not be granted to extend a vacation period or provide additional days off immediately preceding or following a holiday.

11.5 Pregnancy Disability Leave (PDL)

11.5.1 Paid PDL

During the period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth, and/or recovery therefrom, such full-time unit member shall be granted up to twenty (20) work days of fully paid PDL, prorated for less than full-time members, consistent with the following:

11.5.1.1 Paid PDL is only available for use during the period of the unit member's pregnancy-related disability, to be used beginning on the first day of the unit member’s pregnancy-related disability and shall be used first prior to sick leave use. PDL shall not be used for medical appointments that are pregnancy-related appointments.

11.5.1.2 To be eligible for this paid PDL, the unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy-related disability

11.5.1.3 Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability, the unit member shall be entitled to use this paid PDL prior to utilizing the unit member’s accrued and unused sick leave.

11.5.1.4 The paid PDL included in this section does not modify any statutory right to disability leave.

11.5.2 Unpaid PDL

Beyond the twenty (20) days of paid PDL, a leave of absence shall be granted to any employee for that period of time during which the employee, in the judgment of their physician, is unable to perform their duties due to pregnancy, miscarriage or childbirth, and recovery therefrom.

11.5.2.1 The employee's allowable sick leave may be used for such leave. Absences necessitated by illness or disability due to pregnancy, miscarriage, childbirth, and recovery therefrom shall be treated with the same provisions governing sick leave subject to statutory provisions of the Family Medical Leave Act (FMLA).

11.5.2.2 The duration of the leave of absence, including the date on which the leave shall commence or the date on which the leave is expected to commence and the probable date on which such leave will terminate shall be determined by the employee and employee's physician. Such notice to be given not later than thirty (30) days prior to the expected commencement date, if possible.

11.5.2.3 The employer may request at any time that the employee provide a written statement from her physician attesting to the actual duration of the employee's physical incapacity. The necessity for such use of sick leave shall be verified by the employee's doctor on a form provided by the District.

11.6 Reproductive Loss Leave

The District shall provide five (5) unpaid days of leave to employees who have been employed by the District for at least thirty (30) days and who have experienced a reproductive loss event or whose spouses or partners have experienced a reproductive loss event. "Reproductive loss event" is defined as the day, or for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (such as artificial insemination or embryo transfer).

Employees taking reproductive loss leave may use any available personal injury and illness leave or bereavement leave for this purpose. The leave must be taken within three months of the reproductive loss event. If prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under California's pregnancy disability law (P), the California Family Rights Act (CFRA), or any other leave provide by state or federal law, then

the employee may take reproductive loss leave within three months of finishing the other form of leave. If an employee experiences more than one reproductive loss event in a year, they are entitled to no more than 20 days of reproductive loss leave in that one-year period.

11.7 Immediate Family Leave

Serious illness in the immediate family, which requires an employee to be absent from duty to attend to the needs of the immediate family member, shall be charged to Sick Leave under this Article. The maximum leave under this Section shall be five (5) days. Deductions from the employee's salary shall be made in those instances where the employee does not have Sick Leave benefits available.

11.8 Bereavement

11.8.1 An employee is entitled to five (5) days bereavement leave for the death of any member of their immediate family. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required. Additional days, if needed, may be deducted from Personal Necessity Leave.

11.8.2 Leaves of absence for bereavement other than Immediate Family, as defined in 11.1.2 may be requested under Personal Necessity.

11.9 Jury Duty

Leave of absence without loss of pay shall be granted for:

11.9.1 Subpoenaed to be a witness in court in a case in which the employee is not an interested party or a voluntary witness.

11.9.2 In case jury duty must be served, the District will pay up to the amount of the difference between the employee's regular earnings and the amount, if any, they receive for jury or witness fees.

11.9.3 It is the employee's responsibility to report absence for witness or jury duty in the same manner as for any other absence, and to present evidence of any pay received pursuant to such leave.

11.10 Military Leave

An employee shall be entitled to any Military Leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of Military Leave.

11.11 Extended Sick Leave

Employees in the bargaining unit whose Sick Leave benefits per Section 11.2 have been exhausted and who must still be absent from duty because of illness or injury shall receive not less than fifty percent (50%) of their regular rate of pay for total period of the remaining balance of one-hundred (100) working days once their accumulated sick leave has been exhausted.

11.12 Industrial Accident/Illness Leave

11.12.1 An employee suffering an injury or illness arising out and in the course and scope of employment shall be entitled to a paid leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.

11.12.2 The District shall pay the employee's regular rate of pay but any amount received by the employee for Workers' Compensation shall be turned over to the District.

11.12.3 Industrial Accident or Illness Leave will commence on the first day off, provided such absence is ordered by a licensed physician who has examined the

employee and/or the employee is receiving an award from Workers' Compensation Insurance for wages lost.

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

11.12.5 Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

11.12.6 Should Industrial Accident or Illness Leave exceed the amount of days granted herein, the employee shall use his entitlement to other Sick Leave, however, if the employee is receiving Workers' Compensation, they shall be entitled to use only so much of their accumulated Sick Leave, accumulated Compensatory time, Vacation, or other available leave, which when added to their Workers' Compensation award, provide for a full day's wage.

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

11.12.8 During all paid leaves of absence, whether Industrial Accident Leave, Sick Leave, Vacation, Compensated time off, or other leave provided by law or action of the Board of Trustees, the employee shall endorse to the District wage loss benefit checks received under Workers' Compensation laws of the State of California. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary.

11.12.9 The District shall restore to an employee returning to work from Industrial Accident/Illness leave his previous position. Employees with any restrictions

from participation in regularly assigned duties, requesting a return to duty status, if not restored to their former position, may be assigned to another vacant position for which the employee is qualified. Once restrictions have been removed by medical release, the District shall as soon as possible, restore the employee to their original position.

11.12.10 When all available leaves of absence, paid or unpaid, have been exhausted, and the employee is not medically able to assume the duties of the position, the employee shall be placed on a re-employment list for thirty-nine (39) months.

11.13 Long-Term Health Leave, Non-Industrial

In the event a permanent employee is unable to return to work after all sick leave and vacation is exhausted due to a non-industrial illness, they may be placed on leave of absence for a period not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods, but not to exceed a total of eighteen (18) months.

11.13.1 Restrictions: An employee on long-term health leave does not accrue days of earned sick leave and vacation, nor are they entitled to pay for holidays or Board-granted days off.

11.13.2 Employee Status During and Following Long-Term Health Leave:

An employee may return to the duties of a position within the class to which they were assigned at any time that their attending physician certifies that they are fully able to assume all responsibilities of the position. At the conclusion of all leaves of absence, if the employee is still unable to assume the duties of their position, they will be placed on a re-employment list for a period of thirty-nine (39) months. The District, at its expense, may request the employee

be examined by a physician of its choosing to determine if the employee is able to assume their duties.

11.14 General Leave

General unpaid leave of absence may be requested by an employee who has been employed on a permanent basis for at least three (3) years. Leave requests must be submitted in writing to the Human Resource Department ten (10) days prior to the requested leave date. Leave shall not be granted for a period of longer than six (6) months. Such leave will be granted without pay. An employee who is granted unpaid leave is guaranteed a position in their classification upon return. Leave shall not be unreasonably denied and will be considered consistent with the operational needs of the district.

11.15 Catastrophic Leave

When a catastrophic illness or injury incapacitates an employee or a member of their family for an extended period of time, fellow bargaining unit members may donate accrued vacation and sick leave credits to that employee under the specific requirement of this article. Donations made under the catastrophic leave program shall be strictly voluntary.

11.15.1 An employee who is, or whose family members is, suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic leave program.

11.15.2 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid

time off.

11.15.3 Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness.

11.15.4 The Superintendent or designee shall determine:

a. That the employee is unable to work due to the employee's or their family member's catastrophic illness or injury, and

b. That the employee has exhausted all accrued paid leave credits.

11.15.5 When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued vacation and sick leave credits.

11.15.6 The Superintendent or designee shall inform bargaining unit employees of the means by which donations may be made in response to the employee's request.

11.15.7 Any bargaining unit employee, upon written notice to the District, may donate accrued vacation and/or sick leave credits to the requesting employee at a minimum of eight hours, and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable.

11.15.8 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than 30 of their work days.

11.16 Break in Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

11.17 Quarantine Leave

A member of the bargaining unit absent from work due to a work-related quarantine enforced by public health authorities shall remain on full pay for the duration of the quarantine. It is understood that if an employee is able, they will continue to work remotely during the term of the required quarantine. If the employee is not able to work remotely during the quarantine, such absence shall not be charged against accumulated or current sick leave credit.

ARTICLE XII

SAFETY

12.1 District Compliance: The District shall conform to and comply with all applicable health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.

12.2 Safety Procedures: Employees are required to be safety-conscious in their own actions. Employees are required to utilize all safety equipment and follow all safety procedures specified by the District.

12.3 Safety Committee: A Safety Committee shall be formed composed of two members appointed by the District and two (2) members appointed by CSEA which committee shall review health, safety, sanitation, and working conditions to insure compliance with Section 12.1. One of the District-appointed members shall chair the committee. The committee shall make recommendations to the District concerning improvements in health, safety, sanitation, and working conditions.

12.4 Release Time: The bargaining unit members of the committee shall be allowed reasonable release time to attend Safety Committee meetings.

12.5 No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 12.1.

ARTICLE XIII

HOLIDAYS

13.1 Holidays:

- Independence Day
- Labor Day
- Veterans' Day
- Day Before Thanksgiving
- Day of Thanksgiving
- Day After Thanksgiving
- Christmas Eve (twelve month employees only)
- Christmas Day
- New Year's Eve (twelve month employees only)
- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Presidents' Day
- Memorial Day
- Juneteenth (for eleven and twelve month employees only)*
- Personal Holiday (see 13.6 for usage details)

*If there are any changes in law regarding how Juneteenth is implemented that are not consistent with this bargaining agreement, the parties agree that we will automatically implement the law without requiring additional negotiations.

13.2 To receive pay for holidays, an employee must be in a duty status on the normal workday immediately preceding or succeeding the holiday.

13.3 Employees who are in a duty status in their normal work assignment on the last day preceding or the first day succeeding the Christmas recess shall be granted the holidays of Christmas Day and New Year's Day. This shall not extend to any other holidays during the Christmas, Easter, or Summer recess.

13.4 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the succeeding workday not a holiday shall be deemed to be that holiday. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in the Article.

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

13.6 One personal holiday will be granted for all classified employees with the following provision:

a) Must be taken within the fiscal year, and not to be accumulated each year.

b) The employee must get prior approval, 5 days in advance, from their supervisor to be granted the personal holiday. The supervisor will notify the employee in writing within 24 hours of the request, verifying the approval or denial.

c) That personal holiday will not be deducted from sick leave.

ARTICLE XIV

VACATIONS

14.1 Full time employees shall earn vacation with pay as follows:

14.1.1 Less than one year's service - prorated to the time served.

14.1.2 During the first two (2) years of employment - ten (10) days per year earned at the rate of five-sixths (5/6) of a day per month.

14.1.3 After two (2) years of employment – fifteen (15) days per year earned at the rate of one and one-quarter (1 ¼) days per month.

14.1.4 Beginning with the tenth (10th) year of employment – eighteen (18) days per year earned at the rate of one and one-half (1 ½) days per month.

14.1.5 Beginning with fifteen (15) year of employment – twenty (20) days per year earned at the rate of one and two-thirds (1 2/3) days per month.

14.2 Other employees shall be entitled to vacations on a pro rata basis.

14.3 Except for Section 14.6, paid vacation shall be taken no later than September 1 following the fiscal year in which it is earned. With the approval of the District, the employee may carry over to the following fiscal year a maximum of five (5) days of earned vacation.

14.4 Vacation Scheduling:

14.4.1 Vacation requests shall be approved unless approval will limit the District's ability to carry out its legitimate business functions.

14.4.2 An attempt will be made to adjust vacation time to the needs of individual employees.

14.4.3 Beginning with June 1, employees can request vacation dates for the new school year beginning July 1 - June 30. Requests submitted prior to and on June 1 of any year will be stamped June 1 and will be considered by seniority. Vacations can also be requested at any time during the fiscal year (July 1 - June

30). These vacation requests will be approved on a first come, first serve basis.

14.4.3.1 Vacation requests shall be submitted using the District's absence management system. If the immediate supervisor fails to respond within five (5) working days of when a vacation request is submitted, the unit member shall submit the request with Human Resources. If the employee does not receive a response from Human Resources within three (3) working days, the request is considered approved.

14.4.3.2 Changes and requests can be accomplished by supervisor approval. Departments will set limits as to the number of people that may be out on vacation at any one time. For site-based employees, such as custodians, whose department is off site, the supervisor will coordinate with the department prior to notification to the employee.

14.4.4 In the event of a conflict in vacation requests that is not resolved within the department, the District shall grant the request of the most senior employee.

14.4.5 Once a vacation request has been approved, the District will not cancel it except in an emergency.

14.4.6 If a vacation request has been denied and there is insufficient time for the employee to take their vacation prior to the end of the fiscal year, their vacation hours may be carried over, at the option of the employee, to the next fiscal year or be compensated for the vacation time.

14.5 If an employee's approved vacation comes due during the period when they are on leave due to illness or injury, they may request that their vacation date be changed. The District

may grant such request based on the work needs of the District at that time. Should there be insufficient time for the employee to complete their earned vacation, the District shall allow sufficient vacation carry-over so as to preclude any loss to the employee.

14.6 Interruption of Vacation: An employee shall be permitted to interrupt or terminate vacation in order to begin sick leave requiring service of a doctor, or bereavement leave without return to duty status provided the employee notifies and submits supporting information acceptable to the District substantiating such interruption or termination.

14.7 Upon separation, permanent employees are entitled to a lump sum payment for any earned vacation not used.

ARTICLE XV

DISCIPLINE POLICY

Personnel

Discipline

15.1 Definition

Discipline, as used in this Article, means dismissal, demotion, suspension without pay, or reduction in pay without the consent of the permanent classified employee.

15.1.1 A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

15.1.2 This Article shall not limit the District's right to evaluate or to reprimand or to counsel whether orally or in writing. Nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this Article.

15.1.3 Progressive Discipline. In accordance with the concept of "progressive discipline," counseling and an opportunity for improvement shall typically precede discipline, as used in this Article. However, this concept shall not apply in cases involving gross misconduct or other circumstances deemed appropriate by the District.

a. Levels of Progressive Discipline

1. **Informal Level:** The parties agree that disciplinary questions and/ or issues are best resolved by means of objective discussion between supervisors and bargaining unit members.

2. **Written Warning**: A written warning issued to the bargaining unit member constitutes the first level of formal discipline.

3. **Written Reprimand**: A written reprimand for placement into the bargaining unit member's personnel file constitutes the second level

of formal discipline. The District must attach to the reprimand any prior written warning(s) and/or reprimand(s) which are to be relied Upon.

4. **Suspension without Pay**, including immediate suspension without pay: A suspension without pay shall constitute the third level of formal discipline. The District must attach to the reprimand any prior written warning(s) and/or reprimand(s) which are to be relied upon.

5. **Dismissal**: the District decision to recommend dismissal may be made as part of the progressive discipline process and/or in cases involving gross misconduct or other circumstances deemed appropriate by the District.

15.2 Employee Status

15.2.1 This Article shall only be applicable to a classified employee with permanent status.

15.2.2 This Article shall not apply to a probationary classified employee. The probationary period is an extension of the selection process. As such, a probationary employee may be terminated, at any time, at the sole discretion of the District, and without a right to hearing or any other provision of this Article.

15.3 Causes for Discipline of Permanent Employees

15.3.1 The continued employment of a permanent employee is contingent upon satisfactory performance. In addition, a permanent employee may be disciplined for just cause. Just cause includes, by illustration and not limitation, the following:

a. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment

records, or any other District records.

b. Incompetency or inefficiency in performance of the duties of his or her position.

c. Abuse of sick leave.

d. Neglect of duty.

e. Insubordination. This shall include, but is not limited to, refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.

f. Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.

g. Consumption or possession of an alcoholic beverage (or an intoxicant of any kind) while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him or her.

h. While on or off duty, unlawfully selling, unlawfully furnishing, unlawfully being under the influence of, or unlawfully possessing any controlled substance (as defined in Health and Safety Code Section 11007 et seq.).

i. The conviction of a felony, the conviction of a misdemeanor involving moral turpitude, or the conviction of any sex offense or substance abuse offense made relevant by provisions of the Education Code. 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.

j. Absence without approved leave (see Section 9 below for special provisions).

k. Discourteous, offensive or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.

l. Commission of an act involving moral turpitude.

m. Knowingly providing, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.

n. Misuse of District property.

o. Violation of District, Board or departmental rule, policy or procedure. This shall include refusal to obey the District's safety rules or regulations and those made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.

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

q. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his or her employment.

r. Physical or mental disability which renders the employee incapable of performing his or her essential job functions even with reasonable accommodations.

s. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex or age against the public or other employees when acting in the capacity as a District employee.

t. Unlawful retaliation against any District representative or employee, or

member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspended violation of any state or federal law occurring on the job or directly related thereto.

15.3.2 No discipline shall be taken for any cause which arose before the employee became permanent, or for any cause which arose more than two (2) years before the date of the filing of the notice of cause unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the District. Such prior cause(s), however, may be utilized in determining the appropriate level of discipline for a current cause for discipline.

15.4 Procedure for Imposing Discipline on an Employee

15.4.1 Notice to Employee of Tentative Recommendation of Discipline

Prior to the imposition of discipline and prior to an informal conference (Skelly Hearing), the District shall give notice to the employee of the tentative recommendation of discipline. This written tentative recommendation of discipline shall be deemed sufficient if it is:

- personally delivered;
- actually received by the employee; or
- sent to the employee by certified mail, return receipt requested, at the employee's last known address.

A copy of the Tentative Recommendation of Discipline notice will be sent to the Labor Relations Representative and the CSEA President at the same time it is sent to the bargaining unit member.

15.4.2 Investigation

All employees covered by this Article have a duty to cooperate with the Superintendent or his designee who is conducting an investigation to discipline an employee under this Article.

15.4.3 Contents of Tentative Recommendation of Discipline

The contents of the written recommendation shall include, but need not be limited to, the following:

- A statement, in ordinary and concise language, of the specific acts and omissions upon which the discipline is based;
- A statement of the cause, or causes, for the potential discipline;
- If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- A statement of the discipline proposed, including beginning and ending date(s), if appropriate;
- A statement advising the employee of the right to respond to the tentative recommendation orally or in writing to the appointing power during the informal conference;
- A statement that the employee may waive the informal conference and file a request for a formal hearing before the Governing Board directly with the Superintendent or his or her designee within five (5) days after receipt of the tentative recommendation of discipline by the employee or within ten (10) days of mailing tentative recommendation by certified mail, whichever is less;
- A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges;
- A statement that after the informal conference the employee may file a

request for a formal hearing before the Governing Board directly with the Superintendent or his or her designee within five (5) days after receipt of a Notice of Disciplinary Action or within ten (10) days of mailing Notice by certified mail, whichever is less; and

- A statement that if the employee does not respond pursuant to above, the District will impose discipline on the employee, and the employee waives all rights to appeal or request any hearing.

15.4.4 Informal Conference (Skelly Hearing).

a. All employees shall have the right to an informal conference with the Superintendent or his or her designee, who shall have the authority to confirm, rescind or modify the proposed discipline.
b. All employees shall also have the right to a representative of his or her choice at the informal conference.
c. If, after the informal conference, the Superintendent or his or her designee determines that the employee should be subject to discipline, the employee shall be served with a Notice of Disciplinary Action.

15.5 Employment Status Pending Formal Hearing

15.5.1 Except as set forth in paragraph 15.5.2 below, an employee who requests a formal hearing regarding a tentative recommendation of discipline or a Notice of Disciplinary Action shall remain on active duty status and shall remain responsible for fulfilling the duties of his or her position pending the hearing. Active duty may, at the District's discretion, include a special or changed assignment.

15.5.2 After compliance with the procedure outlined above (Sections 15.1-15.4), if the District recommends dismissal, the employee may be suspended (with or without

pay) pending a hearing.

15.6 Representation

The employee may request the presence of a representative at any meeting scheduled by an administrator where the subject of investigative questioning may lead to discipline.

15.7 Formal Hearing Before the Governing Board

15.7.1 If the employee served with a Notice of Disciplinary Action files a timely request for hearing, the Governing Board may conduct such hearing itself or may appoint a designee to conduct such a hearing.

- Such designee may include, but is not limited to, a hearing officer (e.g. an Administrative Law Judge obtained through the Office of Administrative Hearing).
- Any decisions rendered by such a designee shall be advisory to the Board.

15.7.2 If an employee requests a formal hearing and subsequently fails to appear at the hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing. In which case, action may be taken without further notice to the employee, based upon tentative recommendation for discipline and Notice of Disciplinary Action prepared by the Superintendent or his or her designee, and previously served upon the employee.

15.7.3 The hearing shall be conducted in closed session unless the employee requests a public hearing. The Board or its designee may deliberate in the absence of the employee and the District administration.

15.7.4 At such hearing, the employee shall be entitled to appear personally, to be represented by a person of his or her choice, to introduce relevant evidence on his or her behalf, to cross-examine witnesses and to challenge evidence presented by the

District.

15.7.5 The Governing Board's determination as to the level of discipline shall be conclusive. All decisions rendered by the Board are final.

15.8 Advisory Arbitration

Commencing the 2019-20 school year, the Association may opt to have disciplinary action determined by advisory arbitration in lieu of a hearing before the Governing Board, as stated in 15.7. The following process will be used in advisory arbitration:

15.8.1 The District shall appoint a designee to conduct such a hearing.

- Such designee may include, but is not limited to, a hearing officer (e.g. an Administrative Law Judge obtained through the Office of Administrative Hearing). Such designee shall not be a District employee.
- Any decisions rendered by such a designee shall be advisory to the Board. The Board would determine in closed session any final decision.
- The District will solely bear the cost of the hearing officer.
- If an employee requests advisory arbitration and subsequently fails to appear at the hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing. In which case, action may be taken without further notice to the employee, based upon tentative recommendation for discipline and Notice of Disciplinary Action prepared by the Superintendent or his or her designee, and previously served upon the employee.

The procedure entitled "Administrative Adjudication" commencing with Government Code 1150 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

15.9 General Provisions

15.9.1 Suspension pursuant to this Article shall not reduce or deprive the employee of either seniority or entitlement to the required District contribution for health benefits.

15.9.2 Nothing in this Article shall limit the District's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code. Further, discipline under this Article shall not be regarded as a precondition of any proceedings under the California Education Code.

15.9.3 An employee may settle with the District at any time. The terms of such a settlement shall be reduced to writing. An employee offered a disciplinary settlement by the District shall, if requested, be granted a reasonable amount of time to have the proposed settlement reviewed by his or her chosen representative prior to signing it.

15.9.4 All proceedings involving pending discipline shall be kept as confidential.

15.10 Absence Without Leave (Job Abandonment)

15.10.1 Automatic Resignation

Absence without approved leave (without notification to the District) for more than five (5) consecutive workdays is considered an automatic resignation as of the last day on which the employee actually rendered service. Any absences without approved leave, for five (5) days or less, may still subject the employee to discipline up to and including termination.

15.10.2 Notice

The District shall serve notice of the automatic resignation on the employee. Such notice shall be served, by certified mail or personal service, at the employee's last known address.

15.10.3 Reinstatement

An employee may apply for reinstatement to his or her position under the following conditions:

- The employee must seek reinstatement, in writing, within fifteen (15) calendar days of receipt of the notice of automatic resignation. The employee will only be considered for reinstatement if he or she makes a reasonable explanation of his or her absence which is acceptable to the District.
- If the employee does not receive the notice of automatic resignation, the employee must seek reinstatement within thirty (30) calendar days of the date on which he or she rendered service. The employee will only be considered for reinstatement if he or she makes an explanation of his or her absence which is acceptable to the District.
- If the employee makes an explanation of his or her absence which is acceptable to the District, the employee must be able to return to the full range of his or her duties on the date on which he or she seeks reinstatement, OR must have prior approval of a continued leave of absence from the Superintendent or his or her Designee.
- The employee who is reinstated shall not be compensated for the period of his or her absence or separation and shall not accrue seniority or entitlement to any other benefit for his or her period of absence or separation.

ARTICLE XVI

LAYOFF PROCEDURES

16.1 Layoff of Classified Employees

16.1.1 A layoff is an involuntary separation of a permanent classified employee from the classified service. Layoff may occur due to a lack of work (including reduction or elimination of services) or lack of funds (including the expiration of a specially funded program).

a. In the event of a proposed reduction in hours/work year for lack of work or lack of funds, the District and the Association shall meet and negotiate, upon request of either party, the decision and the effects of the reduction of hours/work year.

b. The District shall notify the Association prior to any planned layoff and the District and Association agree to meet and negotiate the effects of any layoffs to unit members in accord with the provisions of Chapter 16.7, Section 3540-49 of the Government code of the State of California.

16.2 Order of Layoff

16.2.1 Order of layoff shall be determined in accordance with the provisions of applicable law. (Ed. Code section 45308.)

16.2.2 Whenever a permanent classified employee is laid off, the order of layoff within a classification shall be determined by seniority. The employee who has been employed the shortest time in the classification and higher classifications shall be laid off first.

16.2.3 For purpose of this Article, seniority shall be determined by "date of hire within classification." Date of hire is defined as the first day in paid status as a probationary or permanent employee in a classified position. Service in a summer school assignment shall not be used to determine date of hire for the purpose of calculating seniority. If two or more employees subject to layoff have equal seniority within classification, the employee to receive layoff notice shall be determined by lot.

16.2.4 The District shall maintain a record of seniority within classifications for determining layoff and displacement rights, if any, including seniority for all classifications in which affected employees have served. Upon request, the seniority record shall be made available to the bargaining unit representative within 10 work days, and twice annually on September 30 and March 1. Employees may bring to the District's attention any objection to their seniority record on or before February 1st of each year, after which the District may reasonably rely upon the published seniority records for purposes of determining the order of layoff and displacement rights, if any.

16.2.5 Bus Driver - in order to break ties in seniority, for drivers with the same seniority date in that classification, the original date of school bus driver certification will be used. It is the responsibility of the driver to provide proof of certification.

16.3 Notice of Layoff

16.3.1 Notice of layoff shall be provided in accordance with the provisions of applicable law. (Ed. Code section 45117.)

16.3.2 When the District will lay off a classified employee for the ensuing year due to lack of work or a lack of funds, a written preliminary notice of layoff must be served on the employee no later than March 15, except as provided by law.

16.3.3 The notice shall be personally served or sent by certified mail to affected employees at their last address on file with the District. Copies of notices shall be made available to the Association Chapter President and Labor Relations Representative.

16.3.4 The notice shall contain:

a. The reason for the layoff;
b. The effective date of layoff, and a copy of this Article.
c. The employee's displacement rights, if any;
d. The employee's reemployment rights; and
e. The employee's hearing rights, if the layoff is not due to the expiration of a specially funded program.

16.4 Voluntary Demotion or Voluntary Reduction in Hours

16.4.1 An employee who takes a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months, beyond the 39-month rehire list.

16.4.2 As vacant positions in their former classification with hours and pay equivalent to their former position become available, affected employees shall be offered the option of accepting the vacant position. When an employee refuses to accept the offer, the district will offer the position to the next employee on the reemployment list.

16.4.3 The District shall keep a valid reemployment list and affected employees shall be ranked on that list in accordance with their proper seniority.

16.5 Reemployment Rights upon Layoff

16.5.1 Employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for up to 39 months and shall be re-employed in preference to new applicants.

16.5.2 Reemployment rights shall be in accordance with the provisions of Education Code section 45298. Offers of re-employment shall be made in reverse order of layoff, within classification, as vacancies occur.

16.5.3 Seniority earned within the classification and higher classifications prior to the effective date of layoff shall be reinstated to the employee who is subsequently re-employed within the 39-month period.

An employee displaced by bumping into an equal or lower classification in lieu of layoff shall be offered, by seniority, reinstatement to their former classification, for a period of not less than thirty nine (39) months, as vacancies become available.

16.5.4 Laid off employees are responsible for providing the District with their current home mailing address, personal email address, and/or cell phone number. An employee who is laid off and becomes eligible for reemployment in a prior classification shall be notified in writing that is served by email and certified U.S. mail, addressed to the last known address on file with the Human Resources Department. Such employees shall have ten (10) work days from the date of service to respond to the offer of reemployment.

16.5.4.1 Should the noticed employee not accept the offer of reemployment for a position equivalent in pay and hours to the position from which they were laid off, the employee may waive the right to reemployment for up to one school year while retaining their position on the reemployment list. If the employee does not respond, the position will be offered to the next employee on the reemployment list.

16.5.5 Upon acceptance of reemployment, the employee shall have ten (10) workdays to report for work unless the District agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District. An employee who fails to timely report to work following acceptance of the position offered shall lose the offer. The Position will then be offered to the next employee on the reemployment list.

16.5.6 A permanent employee who is laid off and is subsequently re-employed shall retain that seniority earned prior to the effective date of the layoff.

16.5.7 Employees returning from layoff to a lower classification or with reduced hours shall receive all rights of this section.

16.5.8 An employee who elects separation in lieu of either bumping or assignment into a lower classification shall maintain their re-employment rights as defined under this Article.

16.6 Displacement Rights

16.6.1 A permanent employee laid off in their present classification may displace a junior employee in an equal or lower classification in which such senior employee to be laid off has previously served and gained permanency. Such displacement shall be

based upon the employee's seniority in the equal or lower classification in which they are displacing a junior employee, plus higher classifications.

16.6.2 The District and Association agree that partial displacement should be avoided. An employee who elects to exercise displacement rights may displace the least senior employee within the equal or lower classification, in the following order:

a. displace an employee that has a greater number of work hours and/or work days. (The senior employee is required to accept the additional work hours and/or work days.) If none exist, or if the employee does not accept the position with additional work hours and/or work days, then;
b. displace an employee with the same number of hours and same number of work days. If none, then;
c. displace an employee with the next lower number of hours and/or work days.

16.6.3 An employee displaced as a result of being bumped shall have the same bumping rights as stated in paragraph 16.6.1 and 16.6.2 above and such other rights as granted in this Article.

16.7 Election of Retirement in Lieu of Layoff

16.7.1 Pursuant to Education Code section 45115, any employee who was subject to layoff for lack of work or lack of funds and who elected to retire with the California Public Employees Retirement System (CalPERS) shall be placed on the 39-month reemployment list. The District shall notify the CalPERS of the fact that retirement was due to layoff for lack of work or lack of funds.

16.7.2 If the employee is subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until CalPERS has properly processed their request for reinstatement from retirement.

16.8 Specially Funded Program Layoff

When the District will lay off a classified employee due to the expiration of a specially funded program, a written notice of layoff must be served on the employee not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

16.9 Miscellaneous

16.9.1 Sick leave earned and unused at the time of separation from employment shall be restored upon re-employment.

16.9.2 Sick leave credit earned at one rate while in an employed status and unused at the time the hours in paid status are reduced, shall not be reduced because the employee subsequently is assigned fewer hours.

16.9.3 Employees laid off while on paid leave shall retain their employee benefits until the effective date of layoff.

16.9.4 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant.

16.9.5 For computation of credit toward longevity pay rate and additional vacation, time separated and on a re-employment list shall not be counted. However, credit for these purposes earned prior to separation will be restored upon re-employment.

16.9.6 When a vacancy occurs and there are no employees on the reemployment list

for that particular classification, a laid off employee from another classification, in which the employee meets the minimum qualifications (as determined by the District) in the Notice of the Job Position, shall be given preference over outside candidates.

a. A permanent or probationary employee who is to be laid off, shall be offered any temporary (substitute or short-term) position available at that time for which the employee is qualified (as determined by the District). Reemployment rights shall not be affected.

b. A permanent or probationary employee who is on the reemployment list will be given first consideration, before non–bargaining unit employees, for any substitute or short-term position available for which they are qualified (as determined by the District). The District and the Association agree that the employee shall be responsible to apply for substitute positions.

ARTICLE XVII

CLASSIFICATION AND RECLASSIFICATION

17.1 Classification:

Each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a specific statement of duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position. New classifications may need to be developed throughout the school year. In the event that this need is identified as a result of the reclassification process, the parties agree to use the job description review committee process to develop those potential new classifications.

17.2 Reclassification:

Moving an employee to a classification from their original placement. This is done to meet either new job assignments outside of their original classification, or to meet the evolving change in the original job classification.

17.3 Reclassification Requirements:

An employee, the supervisor of an employee, the District, or the Association may petition for a reclassification. Reclassification of any employee shall be negotiated and subject to mutual written agreement between the District and the Association.

17.4 Reclassification Procedure:

When requesting reclassification a “Petition for Re-Classification” form must be submitted to the Human Resources Department between November 1st and January 31st of each year. After reviewing the petition for reclassification the CSEA/NUSD negotiation team will forward recommendations to the Superintendent or designee by March 31. The recommendation findings will be forwarded to the petitioner by April 15.

17.5 Components and Provision of Recommendation:

The District and the Association will evaluate the petition by considering the following:

a. The level and nature of the duties and responsibilities the employee is regularly required to perform which are not covered by their job description.

b. How the employee came to be assigned duties and responsibilities not covered by their job description.

c. Comparison of the employee's current job description duties and the proposed job description duties.

d. Information provided by the employee and the employee's supervisor.

17.6 Reclassification Appeal:

If the petition for reclassification is denied, the submitting party may ask in writing for a review. Requests for review will be forwarded to a review committee. The request for review must be submitted by May 15.

17.7 Review Committee:

The review committee shall consist of no less than 3 members selected from the CSEA/District negotiating team. The committee shall conduct a reclassification review which may include:

a. Interview with the individuals, their supervisors, and persons serving in similar positions.

b. Review of individual job description petition and petitions prepared by individuals serving in similar positions.

c. A job audit.

Findings from the review committee shall be forwarded to the Superintendent or designee in writing. The Superintendent or designee is responsible for written notification to all involved parties the findings of the review committee.

17.8 Recommendation:

When a petition has been recommended for reclassification it shall be forwarded to the Superintendent for presentation to the Board. The final decision on any reclassification shall rest with the Board. The Superintendent or designee is responsible to notify the employee in writing of the board action.

17.9 Effective Date:

The effective date of any reclassification decision by the Board shall be retroactive to March 31.The Board has the discretion to determine that the effective date of a reclassification decision can be earlier if they so determine.

17.10 Reclassification Increase In Pay:

Bargaining unit members reclassified to a higher classification will be placed on a step that shall give them at least a five percent (5%) or higher increase over their former step.

17.11 Job Description Review Committee

The District and CSEA have mutual interests in reviewing Job Descriptions for Classified Employees on a systematic basis. The Job Description Review Committee shall be composed of three bargaining unit and three district representatives and shall meet at a mutually agreed upon time.

Annually, the Job Description Review Committee shall determine three to five (3 to 5) job descriptions for review. These job descriptions shall be mutually determined.

- Annually but no later than April 1st of each school year, the committee shall complete a draft rewrite or development of the job descriptions identified by the process above.

These shall be submitted to the current employees in the positions affected as well as to the supervisors of these employees for comment and input if applicable.

- The Job Descriptions Review Committee shall meet, compile the responses from the current employees in the positions affected and supervisors of these employees and consider their suggestions for the job descriptions under review.
- The committee will make any recommended adjustments prior to June 30.
- The committee will submit to the respective bargaining teams draft recommendations for any changes.
- Committee recommendation*s* for a change in the job description or creation of a new job description shall be subject to negotiation between CSEA and the District.
- While the purpose of this process is not to adjust salary placement, if the committee determines that a particular classification would be more competitive with surrounding district salaries for like positions, the committee may recommend a salary adjustment to the Superintendent or designee for consideration.
- An agreement for changes in a job description or creation of a new job description will be ratified by CSEA and brought to the NUSD Board of Trustees for approval.

ARTICLE XVIII

GRIEVANCE PROCEDURE

18.1 Definitions: For the purpose of this Agreement, the term "grievance" shall be defined as an alleged violation of the expressed written terms of this contract.

18.1.1 An individual employee may file a grievance.

18.1.2 By mutual agreement between the grievants and the District, two (2) or more similar/identical grievances may be combined into a single group grievance for purposes of processing.

18.1.3 The Association may file grievances.

18.1.4 Day: A “working day” is any day which the central administrative office of the District is open for business with the public.

18.1.5 Immediate Supervisor: The “immediate supervisor” is the administrator that has provided direction that the employee believes is grievable.

18.2 Procedure: Step I - Using the Grievance Form (Appendix E), the grievance must be filed at Level I within twenty (20) working days after occurrence of the events of circumstances which caused the grievance unless the grievant did not reasonably know of the above events or circumstances prior to the expiration of the twenty (20) working days. If a grievant believes that cause exists for a grievance, he/she shall contact the immediate supervisor alone, or with, his/her representative, in an attempt to settle the matter. The grievant shall relay to the immediate supervisor the facts on which the grievance is based, the article of the Agreement alleged to have been violated, and the requested remedy. The immediate supervisor shall have ten (10) working days to respond in writing to the informal meeting. The response will be sent to the Grievant, the CSEA Chapter President and the CSEA Labor Relations Representative.

18.3 Step II - If the grievance is not settled satisfactorily at Step I, it may be appealed to the Superintendent within ten (10) working days of the receipt of Step I answer using the Grievance Form (Appendix E). The request shall include a copy of the grievance, the decisions rendered, and a clear, concise statement of the reason for the appeal. Within ten (10) working days of receipt of the appeal from Step I, the Superintendent or his designee shall schedule a meeting. CSEA or the District may request that other representatives participate in the meeting. Either party may request that other employees be called as witnesses whose testimony is relevant to the grievance. A written disposition of the grievance shall be given by the Superintendent to the CSEA Representative if involved and the grievant within ten (10) working days following the Conference.

18.4 Step III – If the Step II grievance answer is not satisfactory, the Grievant or the Association may proceed to mediation. The Grievant or the Association shall serve the District with a written mediation notice within ten (10) working days following service of the Step II grievance answer. Upon receipt of the mediation notice, the parties (Grievant or Association, the District) shall request that the State Mediation and Conciliation Service appoint a mediator to assist in the resolution of the grievance. It is the parties' understanding that such mediators are provided at no cost to the parties, however, if costs of the services of the mediator are charged (including but not limited to per diem expenses, travel and subsistence expenses), such costs will be borne equally by the District and Association.

18.4.1 Mediation shall be limited to one (1) day in duration. Upon mutual agreement of the parties, however, the duration of any mediation session may be extended beyond one (1) day.

18.4.2 If the grievance is not resolved through mediation in Step III, the Association may, within ten (10) working days after the conclusion of the mediation, state in writing

that the grievance be submitted to Step IV.

18.5 Step IV - If the third step grievance answer is not satisfactory, the grievance may be appealed to the Governing Board by notifying the Superintendent, in writing, within ten (10) working days after receipt of the Step III answer. The request shall include a copy of the grievance, the decisions rendered, and a clear, concise statement of the reason for the appeal. At the first regularly scheduled Board meeting following submission of the written appeal, the grievance may be presented to the Governing Board in, at the grievant' s option, either closed or public session, provided the written appeal has been made at least ten (10) working days prior to the meeting.

18.6 Each party shall be provided a full opportunity to present its case. The grievance hearing need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence upon which responsible parties are accustomed to in the conduct of serious affairs. However, no decision shall be based solely upon hearsay evidence. Within ten (10) working days following the hearing the Board shall issue a written decision including findings of fact and interpretation of the Agreement leading to its decision.

18.7 The Board's decision will be the final step of the grievance process.

18.8 If the answer is not forthcoming within the time limits established in the grievance procedure, the moving party may process the grievance to the next higher step of the grievance procedure. However, by mutual agreement, the grievant and applicable representatives of the parties may extend the time limit for a grievance for a specified period. If no answer to a grievance is forthcoming from the District within the appropriate time limits and no mutual agreement to extend the time limit in writing has been made, then the grievance will

automatically proceed to the next higher step.

18.9 The CSEA President and the CSEA Representative shall have the authority to settle grievances on behalf of and with the consent of the aggrieved party (ies).

18.10 The aggrieved party shall be entitled to reasonable release time to process a grievance during normal working hours.

18.11 An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. The exclusive representative shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance the exclusive representative shall be provided with a copy of the proposed decision for review. Any disagreement between the parties on whether or not the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure commencing at Step II. CSEA shall not be liable for any costs incurred by any employee who elects to represent himself/herself in the grievance procedure. Any employee who elects to represent himself/herself in the grievance procedure shall be liable for any cost incurred.

ARTICLE XIX

SALARIES

19.1 For the 2025-2026 school year:

The parties agree to the salary schedule in Appendix A effective July 1, 2025.

- This schedule establishes a new minimum wage of $18.30 per hour at the beginning of the salary schedule.
- In addition, this schedule reflects accelerating the top salary being earned at 10 years instead of 19 years.
- The parties agree to make this adjustment four years in advance of the State of California's increased minimum wage requirement in order to provide additional benefit and continuity to our members.
- For the purpose of addressing Section 19.2, the estimated cost of making this adjustment (5.92%) will be included in the total amount of ongoing new compensation for this bargaining unit.
- Upon ratification of this Tentative Agreement, the salary grades of all bargaining unit members' job descriptions will be revised to reflect the new salary schedule structure.

The parties agree to a one-time, off-salary schedule payment for unit members employed by the District as of September 1, 2025. This one-time payment will be paid on the October 2025 pay warrant for employees whose years of service as of September 1, 2025 is:

- Less than 10 years of service - two hundred fifty dollars ($250.00)
- 10 - 14.99 years of service - five hundred dollars ($500.00)
- 15 plus years of service - one thousand dollars ($1,000.00)

Bargaining unit members shall be entitled to longevity pay in addition to their base pay which is intended to be pensionable special compensation pursuant to Title 2, California Code of

Regulations, Sections 571 (classic members) and 571.1 (new members). This longevity pay, computed from the date of hire, shall be paid as follows:

After 10 years of continuous service	2.0% (on the base salary)
After 15 years of continuous service	4.0% (on the base salary)
After 20 years of continuous service	6.5% (on the base salary)
After 25 years of continuous service	9.5% (on the base salary)

19.1.1 All hourly employees will be paid on an annualized basis. In an annualized pay system the employee's expected work year (number of days and regular hours) are calculated for the year. Paid holidays and paid vacation days are added to the expected work year total above. This new total is divided by the number of pay checks the employee will get (usually 10, 11, or 12 checks). This will determine how much the employee's check will be. Each check will be the same amount every month unless they were docked pay or worked extra hours. If they were docked pay or worked extra hours, their check would be adjusted the following month. An advantage of annualized pay is that the employee can plan on how much their check will be every month. Their check will not change because there were fewer workdays in the pay period or school was closed for two weeks around Christmas.

19.1.2 Underpayment

Whenever it is determined that an error has been made in the calculation or reporting of any classified employee’s payroll or in the payment of any classified employee’s salary resulting in an underpayment, the appointing authority shall within five (5) working days following such determination provide the employee with a statement in writing of the correction and payment drawn against any available funds.

19.1.3 Overpayment

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or in the payment of any classified employee's salary resulting in an overpayment, the appointing authority shall within five (5) working days following such determination, notify the employee in writing, the nature of the overpayment, the amount, and repayment options available. If an employee recognizes an error in their pay check they should notify the payroll department.

19.1.4 If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed below:

19.1.4.1 The District shall notify the employee in writing of the amount and nature of the overpayment and repayment options available. The employee may agree to a repayment plan as outlined in the notification letter, by initialing said plan, signing the original letter, and returning the letter to the payroll department. This notification shall be given to the employee not less than thirty (30) days prior to the potential deduction of the amount owed from the employee's pay check. CSEA shall receive notification at the same time the employee is notified of the need for repayment. The repayment plan options will consist of:

a) The employee agrees to pay the debt owed in full by deducting the agreed amount from the next regular pay check.

b) An employee can repay at a rate larger than 5% of their net pay check.

c) Repayment to begin from the next regular pay check by deducting an amount equal to five percent (5%) of the employee's net pay

check until the debt is paid in full.

d) In cases of hardship to the employee, the employee may request a meeting to discuss other options that may be available.

19.1.5 If an employee fails to respond to the notification letter, the Director of Financial Services or designee shall notify CSEA and a meeting of the parties will be arranged to resolve the issue.

19.1.6 If the employee disputes the debt, information regarding the dispute shall be submitted in writing within ten (10) working days of notification to the Director of Financial Services or designee for consideration. The Director or designee shall in turn make a determination regarding the dispute within ten (10) working days of receipt of the employee's written notice of dispute.

19.1.7 If the employee disputes the findings of the Director of Financial Services or the designee, the District shall notify CSEA and a meeting of the parties shall be set to negotiate the dispute. The employee may bring representation to the meeting.

19.1.8 Should the negotiation of the dispute end without mutual agreement between the District and the employee, in no event, shall the District proceed with deduction of funds from the employee's pay check until it is agreed to by the employee, or ordered by the court and/or law enforcement agency.

19.1.9 The District shall be limited by the applicable California statutes as to the time period for recovery of debts owed by employees.

19.1.10 In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods for resolution of a dispute regarding the

debt.

19.2 When CSEA settles with the District prior to any other bargaining unit for a contract year, the District will grant the same percentage any other bargaining unit negotiates to CSEA less what was already negotiated by CSEA. This compensation is defined as the total amount of new, ongoing expended for that bargaining unit. Exceptions are any revenue sources mandated by the State or Federal government exclusively for certificated staff.

19.3 Working Out Of Class

An employee who works out of class shall be paid at their regular step and range unless they are working out of class in a higher class and then they will be paid at their regular step in the higher range classification. The employee must receive prior written authorization from the site administrator/supervisor before working out of class.

19.4 Member Travel

Members who may be required to use their own auto in performance of their duties shall be reimbursed at a rate in accordance with the Internal Revenue Service (IRS) mileage reimbursement rate. Reimbursement for mileage will be for miles actually driven and must be approved in advance by the member's administrator or designee.

19.5 Interpreting and Translations

19.5.1 Eligible employees designated at each site (maximum of 20 district wide) shall receive a bilingual/ biliterate stipend which shall be 5% of the employee base pay for employees using bilingual skills upon designation by their Principal/Supervisor. Classifications designated by the job description as bilingual shall not be eligible. CSEA and staff from the CAO's office will review the number designated annually. District staff will then determine if there is a need to adjust based on site

demographics. If a person is currently receiving a bilingual/biliterate stipend at their work location, upon accepting a position at another work location, they are not guaranteed the stipend if the stipend positions are already filled at their new work location.

19.5.2 Employees will be designated and submitted to the human resources department each year by the site administrator before August 30th. In the event there are multiple employees interested in and qualified for a position at their work location, then the selection will be made based upon date of hire. A list of the designated employees will be made available to the CSEA President no later than September 30th of each school year.

19.5.3 If more than one designee per work location is needed, a request will be brought to a CSEA – NUSD bargaining meeting for approval.

19.5.4 When an employee is needed to interpret at meetings or translate materials which are not part of their job duties, they will be required to pass a proficiency test administered by the District. Upon approval, the employee shall be compensated at an hourly rate of thirty dollars ($30) per hour. These services should not interfere with the employees' work hours or job duties.

19.6 Classified School Summer Assistance Program ("CSESAP")

The District agrees to participate in the Classified School Summer Assistance Program as per the terms & conditions of Appendix F of the Collective Bargaining Agreement.

19.7 Stipend for Bargaining Unit Members with a Master's Degree

Beginning in the 2025-26 school year, bargaining unit members who have successfully completed a Master's Degree program from an accredited institution will be eligible for a one-thousand dollar ($1,000.00) stipend, which will be paid annually on the October pay warrant. Using the District’s process, the unit member must provide proof of degree completion and official transcripts no later than September 1st. Members do not need to submit proof of their eligibility annually thereafter.

ARTICLE XX

SEVERABILITY

20.1 If during the life of this Agreement there exists any applicable law, rule, regulation, or order issued by governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect so along as such law, rule, regulation, or order shall remain in effect.

20.2 Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions which shall continue in full force and effect.

20.3 In the event of invalidation of a part or portion of this Agreement the parties shall, upon mutual agreement, meet and negotiate a replacement.

ARTICLE XXI

TRANSPORTATION

21.1 Overnight Field Trips

Drivers will be reimbursed for actual and necessary expenses incurred on authorized field trips. Separate lodging will be provided for the driver.

21.2 Driver Seniority

To establish seniority for drivers hired on the same day, the original date of school bus driver certification will be used. It is the responsibility of the driver to provide proof of certification.

21.3 Overtime Field Trips Opportunities Rotation Assignment

A. Overtime opportunities are for those employees whose sole job duty is driving a school bus. In addition, the following classifications may be considered for overtime field trip opportunities as needed:

1. Maintenance/Driver
2. Dispatcher/Driver
3. Trip Coordinator/Driver

B. A seniority list of bus drivers eligible for overtime opportunities will be created prior to the start of school, maintained throughout the year, and posted on the bulletin/electronic board within the Transportation Department.

1. Drivers who are interested in participating in the trip rotation will sign up once, for assignments at the beginning of each school year. Drivers hired after the start of the school year may sign up to be added to the list at the time of hire.

C. Overtime field trip opportunities will be posted on the first day of school in the week prior to the week of the event.

D. Descriptions of overtime field trip opportunities will be posted for sign up for three (3) working days. Qualified bus drivers wanting to do the posted trip must sign up before

the deadline.

E. A bus driver will be assigned the trip if their name is at the top of the rotation list and they have signed up for the trip.

F. The bus driver will move to the bottom of the rotation list once they have been assigned the overtime field trip. In the event the trip is cancelled, the bus driver will move back to the top of the rotation list.

G. A bus driver will move to the bottom of the list if they refuse the trip or do not sign up for the trip for which they were qualified when their name was on top of the list.

H. If the bus driver is absent during the posting period or they are not qualified for the trip, their name will not be rotated to the bottom of the list. The bus drivers' name will remain at the top of the rotation list until they return to work or until there is a trip for which they are qualified.

1. A bus driver will rotate to the bottom of the list if they perform a weekend overtime non-driving assignment. (i.e. training, washing buses.)

2. Bus drivers' rotation status will not be affected if management requests they work a last minute (within a 24-hour period) overtime field trip. The bus driver rotation status will not be affected if they refuse to do the last minute overtime field trip.

3. A trip which is posted for less than three (3) days will not affect the overtime rotation list.

21.4 Qualifications for Overtime Field Trip Opportunities

A. Drivers will be assigned only to those trips for which their qualifications have been verified.

B. The district will ensure that all drivers are properly certified, trained and proficient; in accordance with CCR Title 13, Section 1229.

C. Special qualifications may be required for certain extra trips, such as mountains, snow,

long distance or city driving, such as a trip to San Francisco.

D. Training and proficiency will be verified by the Transportation supervisor. Proficiency and special training trips will be available at various times throughout the year. These dates will be published prior to the start of the school year (July 1) and updated as required.

21.5 Split Shift for Weekend Trips

A. Bus drivers will be paid a minimum of four (4) hours per shift.

B. The Transportation supervisor or designee will determine whether or not to split the shift and will use the following criteria:

1. The trip must take at least 9 or more hours.
2. The customer approves the split shift.
3. The split shift shall be cost effective.

21.6 Training

A. The District shall provide state required (TO1) training.

B. A bargaining unit member may receive renewal training from a source outside the District at their own expense and outside their work hours.

C. Training required as a condition of continued employment shall be provided by the District. A bargaining unit member who is required by the District to attend a training program (TO1) shall receive the appropriate rate of pay.

21.7 Pre-Trip Inspection and Daily Record of Hours

A. All drivers must perform the required pre-trip inspection prior to driving, including but not limited to:

- Drivers are provided 30 minutes to perform a pre-trip inspection and fill out daily inspection paperwork per assigned bus or vehicle.
- Drivers are not permitted to perform pre-trips or other job duties until their scheduled sign-on time unless authorized in advance by their

supervisor.

B. All drivers are required to submit their Daily Record of Hours at the end of their work day.

21.8 Bus Route Bidding Procedures

21.8.1 Bus Route Package: A combination of home-to-school, school-to-home, and/or regularly scheduled mid-day runs. Such Packages shall include appropriate amounts of time for bus checkout, breaks, layover time, fueling, documentation and bus clean-up.

21.8.2 Bidding shall take place at least two (2) days prior to the start of the school year. The District shall establish bus route packages in such a manner so as to maximize the hours available for bidding while still providing for efficient operations of the department. The Director of Transportation or designee may modify the actual routes driven at any time during the school year. Such a modification shall not result in a decrease in the number of hours of any regularly scheduled driver.

21.8.3 Drivers shall bid for bus routes by seniority. Route bids shall remain in effect until the next annual bid meeting. Seniority shall be determined solely by length of service. The length of service shall be calculated by date of hire within the classification. Employees who voluntarily terminate their employment with the District will establish a new date of hire when re-employed with the District, for bidding purposes only. If two or more employees have the same date of hire within the classification, the determination as to seniority, for bidding purposes only, shall be determined by the date and time of issuance of their school bus driving certificate.

21.8.4 Summer Assignments will be made in accordance with the bidding process. Priority will be given to drivers who are available during each day of summer assignments. All field trips will be assigned to the drivers on a rotation basis. A separate summer trip list will be maintained for summer assignments.

21.8.5 A vacated route is defined as a complete and current route that is available for assignment as a result of a driver terminating employment or receiving a promotion, a driver out on extended leave, or a driver transferring out of the department. Portions of the route may be modified, as determined by the Director of Transportation or designee, or added to other routes. After adjustments have been made in the route, it will be put up for bid within twelve (12) working days.

21.9 Extra Assignments and Shuttles: Extra assignments/Shuttles occur in order to provide for coverage, one-way trips, or as other related duties of a driver. Extra assignments and/or overtime shall be assigned by seniority when feasible. Management reserves the right to make extra assignments to provide time for drivers with lost hours or to meet District needs and safety.

21.10 Bus Driver Meal Reimbursement for Field Trips/Extended Activity Trips:

The District will reimburse bus drivers for actual and necessary expenses incurred during overtime and weekend trips that exceed their regular work hours by more than three (3) hours. Reimbursement for actual and necessary expenses will be in alignment with the amounts and destination limits set forth in District policy for reimbursement. Drivers are required to provide appropriate documentation through established district procedures.

ARTICLE XXII

EARLY RETIREMENT PLAN

22.1 The conditions of eligibility and benefits to full-time employees are as follows:

1. Participation shall be at the option of the employee.
2. After starting Early Retirement, any employment with District shall be limited to day-to-day substitute work.
3. The employee must have reached his/her 55 birthday prior to July 1 of the year he/she elects to retire early.
4. The employee must have rendered a total of ten (10) years of paid service to the District immediately prior to retirement.
5. The Superintendent may consider extenuating circumstances.
6. The employee must submit his/her letter of intent for early retirement to the Human Resources Department no less than ninety (90) days prior to the employee's early retirement date.
7. Verification must be established by the District that the employee has filed his/her application for regular retirement benefit not a disability allowance with the Public Employee's Retirement System.
8. The District will pay for the premium costs for employee benefit coverage for the retiree, not to exceed the total dollar amount allotted for employee benefit coverage to full-time employees in service with the District during the period of his/her participation in this program.
9. The period of employee benefit coverage shall not exceed ten (10) years and shall terminate the month following the employee's 65th birthday.
10. The employee must be a member of a benefit plan and must also have been a member

of that benefit plan for the time specified in the plan to qualify for benefits as a retired employee of the District.

11. Any retiree whose employment or eligibility status violates the provisions specified in this article shall be automatically disqualified from receiving further benefits under this program.

12. The parties will abide by whatever rules and regulations are specified by the insurance carriers/administrators.

22.1 This article shall become effective 1/1/99.

ARTICLE XXIII

PROFESSIONAL GROWTH, PROFESSIONAL DEVELOPMENT AND TRAININGS

23.1 The Classified Employees' Professional Growth Program is designed to encourage classified employees to enhance their skills, to prepare for jobs in a changing workplace and to demonstrate the Board and Administration's commitment to education and the professional growth of all employees.

23.2 All classified employees within the District are eligible to participate.

23.3 All Professional Growth credits/units must have prior approval of the designated leader of Human Resources. The employee shall complete the Professional Growth Approval Form available in Human Resources.

23.4 Professional Growth credits/units shall be directly related to the employee's duties defined by:

- Present job description.
- Job description of an appropriate promotional position within the Natomas Unified School District.
- The development of personal awareness of human and social factors useful in the employee's area of responsibility.

23.5 All Professional Growth credits/units to be compensated must be earned during hours the employee is not in paid status for the District. Compensation will not be granted for hours or credits/units earned whenever the District covers the cost of attending the workshop/class. Applicable credits/units may be earned by the successful completion of the following:

- Courses taken at an accredited community college or four-year college or University.
- Courses taken through the County Office of Education.

- Adult education courses, continuing education courses, vocational courses, or other courses offered by District-approved educational agencies.
- On-line courses.
- Other.

23.6 Current 182 Day Employees

Effective the 2022-23 school year, current 182-day employees in the following classifications will be reclassified as 183-day employees and will return to work 2 days prior to the first student instructional day for the purpose of sharing, disseminating and discussing information that pertains to the operation of the classified employee's current job position (in the areas of procedures and protocols; student behavior management training; health and safety training; technical training, as appropriate; other school or district business as assigned) and may include further professional development to enhance their current classification job skills. The additional day included in these employees' work year will be the day identified annually as a district-wide certificated staff development day. Because no students will be at school on that staff development day, this will be an additional opportunity for the employees to receive professional development that pertains to the operation of the classified employee's current job position, as well as opportunities for professional development to support the employee's desire to promote in NUSD, as scheduling allows.

- Campus Safety I, II
- Child Development Assistant/Child Development Assistant – Bilingual
- Food Service Assistant I, II
- Health Services Assistant I, II
- Instructional Assistant I, II, III
- Student Assistant

- Bus Drivers
- Bus Attendants
- Any new relevant classifications developed during negotiations.

23.6 Optional Trainings

To incentivize classified employee participation in optional district-designated trainings outside of their work hours, those who participate will be compensated at time and a half. These district-designated optional trainings will be appropriately indicated when advertised.

23.7 The District shall grant paid release time for up to five (5) unit members for the purpose of attending CSEAs Annual Paraeducator Conference. Interested unit members shall notify CSEA by the date that CSEA establishes each year. CSEA will conduct a lottery to determine the five (5) members who will attend the annual training, ensuring that no member attends more than one conference every three (3) years. In addition, no more than one member at a site will be selected each year, in order to support continued provision of required student services/district operations. The District will support CSEA in communicating the opportunity for the conference to bargaining unit members.

23.8 The District shall provide training for instructional assistants to acquire the necessary skills to support students in moderate/severe settings. This training shall be made available within sixty (60) days of classroom reassignment or new assignment.

23.9 Professional Growth credits/units will be awarded on a basis of fifteen clock hours per credit/unit. Activities of less than fifteen hours may be accumulated within a 3 year period and added together to equal a unit.

23.10 Verification of credits/units earned for Professional Growth shall be submitted to the Human Resources Department. To be granted credit, a grade of “C” or better is required for graded

classes. A “pass” is required in “pass/fail” graded classes. A certificate of completion is required for all other hours earned.

23.11 Upon satisfactory completion of the above, the employee will be compensated a one-time stipend of $150.00 per credit/unit (15 hours) earned. The employee will be allowed to receive compensation of up to $900.00 per year (six credits/units or 90 hours).

23.12 The District’s annual contribution to the Classified Employees Professional Growth Program will be $15,000, to be distributed to qualifying employees on a first-come, first-serve basis. All final completion forms and certifications are to be submitted by May 30th for that current fiscal year allocation.

23.13 The District shall issue reimbursement on the next available pay warrant after the Bargaining Unit Member has submitted official transcripts demonstrating completion of courses.

ARTICLE XXIV

ENTIRE AGREEMENT

24.1 This agreement constitutes the sole and entire existing agreement in respect to all conditions of employment, which shall prevail during the term of this agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

24.2 This contract is subject to alteration only by a written agreement between the Association and the District. The waiver of any breach, term, or condition of the agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The District shall deal with all matters not expressly covered by this contract through the exercise of its management rights.

24.3 The District retains the right to make, modify, and enforce reasonable rules and procedures not inconsistent with this Agreement.

24.4 Items within this Agreement requiring clarification may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

24.5 Any and all matters not expressly covered by this contract which fall within the scope of representation as defined by the Government Code, shall be subject to negotiations between the Association and the District.

ARTICLE XXV

RATIFICATION

The parties agree they have concluded negotiations for the 2025-26 year.

This contract shall be effective July 1, 2025 and shall continue in effect until June 30, 2028.

7/28/25

Esmeralda Fernandez Date
President
CSEA Chapter #745

8/4/25

Angela Herrera Date
Chief Academic Officer
Natomas Unified School District

cesar mata 7/29/25

Cesar Mata Date
Labor Relations Representative
CSEA

ARTICLE XXVI

COMMUNITY SUPPORT

26.1 Consistent with California Education Code Sections 35021 and 51100 (b), the District and the Association recognize that involvement of the community is an essential aspect of a quality school district. The District reserves the right to enable community members, students and parents to support the educational program and environment for students, as long as the work performed does not displace a bargaining unit member nor allow the District to use volunteers in lieu of normal employee requirements.

ARTICLE XXVII

DISRUPTION OF DISTRICT OPERATIONS

27.1 Purpose and Intent

The parties acknowledge that recent events have resulted in emergency closures and disruptions of District Operations. During such periods, the Parties recognize the need to provide a safe learning and working environment.

27.2 Scope

The closures and/or disruptions anticipated herein, include war, terrorism or threats of terrorism, civil disorder, natural disasters (i.e. fire/smoke, flood), disease or medical epidemics or outbreaks, pandemics or other emergencies.

27.3 The actions authorized herein acknowledge the evolving nature of federal, state, and local orders impacting district operations that arise as a result of emergency closures and disruptions. The District will work closely with the appropriate governmental agencies who may provide guidelines for things like appropriate safety protocols and other legislation that may be enacted.

27.4 In the event of the closure of any district facility or curtailment of operations in

response to an emergency, unit members shall not suffer a loss of pay during the period of such evacuation but shall remain available for immediate return to work after clearance for return to the work station for the remainder of work shifts.

27.5 Continued Salary and Benefits

In the event any District facility must be closed, or any District operations are curtailed due to government order or in response to an emergency as ordered by the Superintendent, bargaining unit employees will not suffer any loss of pay or benefits

relative to their regular schedules for the period of closure or curtailment, in alignment with Section 27.6 below regarding alternative duties. This section does not prohibit the district from conducting a reduction in force in accordance with appropriate California laws and timelines.

27.6 Alternative Duties

A bargaining unit member will continue to receive pay and benefits provided the bargaining unit member is ready, able, and willing to perform their duties or alternative duties. In the event it is not possible for a bargaining unit member to continue to perform their regular job duties due to full or modified closure or curtailment, the District may temporarily reassign a classified employee or assign alternative duties not contained within their current job description. In this instance, the District will endeavor to assign alternative duties that are within the bargaining unit member's capability for the bargaining unit member to perform. A bargaining unit member performing alternative duties will be compensated at their regular rate of pay (or in alignment with Article 19.3 out of classification, as relevant). A bargaining unit member who does not wish to perform alternate work may opt for and use available leave.

27.7 Work Hours

The parties agree that the district may change an employee's work hours based on the needs of the District. Should changes in work hours exceed 30 minutes, the District shall consult with CSEA and first seek volunteers whenever possible and give the affected employee at least 48 hours notice, if not more advance notice whenever possible, and make every reasonable attempt to obtain employee confirmation. At the conclusion of the emergency, the District shall return the bargaining unit member to their regular schedule.

27.8 Assignment of Work Location

The District shall have the flexibility to temporarily assign bargaining unit members to report to alternate work locations if deemed necessary due to operational needs. In such cases, the District shall inform CSEA in writing, and the supervisor will, to the extent possible, inform the employee 48 hours prior to the day the employee is to report to the changed location and make every reasonable attempt to obtain employee confirmation. Such change in work location will not be considered a “transfer” as defined in the Collective Bargaining Agreement. Changes in work location will be temporary, based on operational need, and shall not be arbitrary or capricious.

27.9 Communications

During any period of closure or curtailment because of emergency, bargaining unit members shall check their District email and/or other manner of communication established with their supervisor on a daily basis for the most current situational updates. The District shall also use its communication systems to communicate with CSEA employees, and the District shall monitor the systems regularly.

27.10 Essential Workers

In the event that the District facilities are required to close on orders of local, state and/or federal agency, the District shall identify essential operations and corresponding classifications required to report for work. It is understood that the designation of essential services may change based on changing circumstances. The District will inform CSEA of changes in the designation of essential services and the affected employees.

27.11 Duty to Negotiate

The parties recognize that a governmental response to any emergency will be constantly evolving. The parties will comply with state or federal legislation or orders as deemed

appropriate for the district. The parties recognize that the terms and conditions of employment of bargaining unit members may be impacted and agree to bargain any impacts within the scope of negotiations, not addressed in this Article, over the effects of such emergency orders.

NATOMAS UNIFIED SCHOOL DISTRICT
Classified Salary Schedule - Effective July 1, 2025

Longevity:

After 10 years of continuous service - 2.00% (on the base salary), After 15 years of continuous service - 4.00% (on the base salary)
After 20 years of continuous service - 6.50% (on the base salary), After 25 years of continuous service - 9.50% (on the base salary)

Job Title	Range	01	02	03	04	05	06	07	08	09	10
Child Care Attendant Playground Assistant Food Services Assistant I	1	$18.30	$18.85	$19.41	$20.00	$20.60	$21.01	$21.64	$22.07	$22.51	$22.96
Campus Safety Specialist I Food Services Assistant II Instructional Assistant I School Crossing Guard	2	$19.22	$19.79	$20.39	$21.00	$21.63	$22.06	$22.72	$23.18	$23.64	$24.11
Bus Attendant Office Specialist I Student Assistant	3	$20.18	$20.78	$21.40	$22.05	$22.71	$23.16	$23.86	$24.33	$24.82	$25.32
Campus Safety Specialist II Custodian Food Services Assistant III Grounds Specialist I Health Services Assistant I	4	$21.18	$21.82	$22.47	$23.15	$23.84	$24.32	$25.05	$25.55	$26.06	$26.58
Child Associate COVID Support Specialist Food Services Driver Health Services Assistant II Instructional Assistant II, Special Education - Resource Office Specialist II	5	$22.24	$22.91	$23.60	$24.31	$25.04	$25.54	$26.30	$26.83	$27.36	$27.91
Attendance Technician Child Development Assistant English Learner Testing Specialist Instructional Assistant III, Special Education - Moderate/Severe/SES School Secretary I Warehouse Specialist I	6	$23.36	$24.06	$24.78	$25.52	$26.29	$26.81	$27.62	$28.17	$28.73	$29.31
Child Development Assistant - Bilingual Custodial Team Leader I English Learner Testing Specialist-Bilingual Grounds Specialist II Instructional Assistant/English Learner Library Media Technician I Maintenance Specialist I Office Specialist III	7	$24.52	$25.26	$26.02	$26.80	$27.60	$28.15	$29.00	$29.58	$30.17	$30.77
Bookkeeper Custodial Team Leader II Food Services Team Leader Instructional Assistant IV, Special Education School Secretary II Testing Coordinator Warehousing/Distribution Specialist II	8	$25.75	$26.52	$27.32	$28.14	$28.98	$29.56	$30.45	$31.06	$31.68	$32.31
English Learner Program Technician Grounds Specialist III Library Media Technician II	9	$27.04	$27.85	$28.68	$29.54	$30.43	$31.04	$31.97	$32.61	$33.26	$33.93
Accounting Technician I Behavior Support Assistant Bus Driver Information Technology Specialist I Lead Instructional Assistant Maintenance/Bus Driver Registrar Workability Job Developer	10	$28.39	$29.24	$30.12	$31.02	$31.95	$32.59	$33.57	$34.24	$34.93	$35.62
Benefits Technician Bus Driver Instructor Grounds Team Leader Human Resource Technician I Maintenance Specialist II Payroll Technician School Secretary III	11	$29.81	$30.70	$31.62	$32.57	$33.55	$34.22	$35.25	$35.95	$36.67	$37.41
Accounting Technician II Attendance Liaison Dispatcher/Bus Driver Human Resource Technician II Information Technology Specialist II Maintenance Specialist II-Pool Specialist Mechanic Office Manager Plant Manager Safety and Climate Liaison Sign Language Interpreter I Trip Coordinator/Bus Driver Warehouse/Textbook Specialist III	12	$31.30	$32.24	$33.21	$34.20	$35.23	$35.93	$37.01	$37.75	$38.51	$39.28

NATOMAS UNIFIED SCHOOL DISTRICT
Classified Salary Schedule - Effective July 1, 2025

Longevity:

After 10 years of continuous service - 2.00% (on the base salary), After 15 years of continuous service - 4.00% (on the base salary)
After 20 years of continuous service - 6.50% (on the base salary), After 25 years of continuous service - 9.50% (on the base salary)

Administrative Secretary (Classified) Family Engagement Liaison Maintenance Specialist III, Electrician Maintenance Specialist III, HVAC Maintenance Specialist III, Carpenter Maintenance Specialist III, Plumber Purchasing Technician	13	$32.86	$33.85	$34.87	$35.91	$36.99	$37.73	$38.86	$39.64	$40.43	$41.24
Accounting Technician III Accounting Technician III, Mandated Costs Accounting Technician III, Student Body Accounting English Learner Program Data Analyst Interpreter/Translator - Spanish Lead Mechanic Payroll/Benefits Technician Research and Data Analyst I Speech-Language Pathology Assistant	14	$34.51	$35.54	$36.61	$37.71	$38.84	$39.62	$40.80	$41.62	$42.45	$43.30
Administrative Assistant (Classified) Information Technology Specialist III Licensed Vocational Nurse Nutrition Services Purchaser	15	$36.23	$37.32	$38.44	$39.59	$40.78	$41.60	$42.84	$43.70	$44.57	$45.47
Accounting Specialist Community Resource and Outreach Specialist Facilities and Planning Technician I Translation Services Specialist Web Content/Social Media Specialist	16	$38.04	$39.19	$40.36	$41.57	$42.82	$43.68	$44.99	$45.89	$46.80	$47.74
Instructional Support Specialist Purchasing Technician Lead Purchasing/Warehouse Coordinator Maintenance Specialist IV - Electrician and Alarm Technician Registered Nurse	17	$39.95	$41.15	$42.38	$43.65	$44.96	$45.86	$47.24	$48.18	$49.14	$50.13
Accountant Accounting & Budget Analyst Information Technology Specialist IV Research and Data Analyst II Student Information/Data Base Analyst Student Information System Specialist	18	$41.94	$43.20	$44.50	$45.83	$47.21	$48.15	$49.60	$50.59	$51.60	$52.63
College and Career Coordinator Specialist Digital Media Production Specialist Database Specialist Research and Data Analyst III School Safety Information Specialist/Dispatcher Systems Engineer	19	$46.35	$47.74	$49.17	$50.65	$52.17	$53.21	$54.80	$55.90	$57.02	$58.16
Environmental Support Manager IT Project Manager Project Manager Research and Data Analyst IV/Database Administrator Senior Systems Engineer	20	$55.62	$57.29	$59.00	$60.77	$62.60	$63.85	$65.77	$67.08	$68.42	$69.79

NATOMAS UNIFIED SCHOOL DISTRICT
CLASSIFIED/ CONFIDENTIAL PERSONNEL EVALUATION

Name: _____ Classification: _____

Location: _____ Date of Report: _____

Evaluation Period (From/To): _____ Date of Hire:_____ ☐ Permanent ☐ Probationary

To the evaluator:

An employee's evaluation should not be based on an isolated incident. Evaluations should be based on employee's overall performance over the school year per Article X of the CSEA contract. Prepare this evaluation carefully and accurately. Its value lies in the impartiality and sound judgment used by the evaluator. Judge each characteristic or trait independently. Make no entry except where the statement is based on PERSONAL KNOWLEDGE. Evaluators have an affirmative legal duty to notify and document unsatisfactory performance (Education Code Sections 45113 and 45116).

To the evaluator and evaluatee:

Classified staff achieves permanent status in Natomas Unified School District because of meeting the high standards the District maintains for all stakeholders.

	1.0			2.0		3.0				4.0
	1.1	1.2	1.3	2.1	2.2	3.1	3.2	3.3	3.4	4.1
Unsatisfactory										
Developing										
Satisfactory										
Exemplary										

1.0 ATTENDANCE
- 1.1 Attendance record reflects a minimum of absences.
- 1.2 Punctuality: Employee reports for work on time (where applicable).
- 1.3 Employee consistently remains on task after reporting for work

COMMENTS:

2.0 DEPENDABILITY
- 2.1 Employee possesses the ability to follow through for the completion of job assignments.
- 2.2 Employee adheres to timelines for the completion of tasks and assignments.

COMMENTS:

3.0 INITIATIVE

3.1 Employee is self-reliant in completing assignments.
3.2 Employee offers suggestions for work improvements and/or offers solutions for work problems.
3.3 Employee takes action for self improvement (Professional Growth, e.g.) where applicable.
3.4 Employee utilizes initiative in completing job-related tasks.

COMMENTS:

4.0 QUALITY OF WORK

4.1 Employee is accurate and skilled in performing tasks and takes pride in a job well done.

COMMENTS:

	5.0	6.0		7.0			8.0	
	5.1	6.1	6.2	7.1	7.2	7.3	8.1	8.2
Unsatisfactory								
Developing								
Satisfactory								
Exemplary								

5.0 QUANTITY OF WORK

5.1 Employee completes appropriate amounts of tasks relative to time lines and the requirements of the position.

COMMENTS:

6.0 WORK PRACTICES

6.1 Employee follows work instructions in a complete and thorough manner.
6.2 Employee follows proper recommendations for the use, care, and safe operation of equipment and/or technology.

COMMENTS:

7.0 ADAPTABILITY

7.1 Employee possesses the ability to work under varying conditions and/or at different work sites.
7.2 Employee demonstrates the ability to apply job knowledge and skills to new or unfamiliar work.
7.3 Employee sees variable work situations in a positive manner.

COMMENTS:

8.0 JUDGMENT AND DECISION-MAKING

8.1 Employee has the ability to effectively assemble data and facts in making decisions.
8.2 Employee uses good decision-making skills in performing work assignments and duties.

COMMENTS:

	9.0					10.0			
	9.1	9.2	9.3	9.4	9.5	10.1	10.2	10.3	10.4
Unsatisfactory									
Developing									
Satisfactory									
Exemplary									

9. PUBLIC CONTACT AND COMMUNICATIONS

9.1 Employee is honest, tactful, helpful, and courteous.
9.2 Employee presents himself/herself in an appropriate manner to represent Natomas Unified School District.
9.3 Employee possesses the ability to handle difficult situations and confrontations.
9.4 Employee has the ability to use oral and written language effectively.
9.5 There is open communication and articulation between employee and supervisor(s).

COMMENTS:

10.0 HUMAN RELATIONS

10.1 Employee works effectively and in a participatory manner with supervisor(s).
10.2 Employee works effectively and in a cooperative manner with fellow employees and other district staff.
10.3 Employee interacts effectively and demonstrates concern and sensitivity toward students.
10.4 Employee interacts effectively and demonstrates concern and sensitivity toward parents and other community members.

COMMENTS:

Comments and/or Suggestions for Improvement:

Goals and Objectives for subsequent evaluation:

Commendations:

_____ _____

Supervisor's Signature (if applicable) Date

_____ _____

Evaluator's Signature Date

ACKNOWLEDGMENT: I acknowledge that I have seen the above evaluation and have been provided with a copy and suggestions for improvement, if appropriate. I understand that my signature does not necessarily mean that I agree with this evaluation, but only that I am in receipt of the evaluation. I also understand I may write a response, if I so desire. The response will be attached to the evaluation and placed in my personnel file after ten days from the signature date above.

_____ _____

Evaluatee's Signature Date

NATOMAS UNIFIED SCHOOL DISTRICT

CLASSIFIED EMPLOYEE

PERIODIC REVIEW FOR PERMANENT EMPLOYEES

Name: _____ Supervisor: _____

Location: _____ Classification: _____

Review Date: _____ Is this based on a prior issue? ___Yes ___No

If so, please indicate in which month(s):_____

1. 10 areas (check all that apply)

☐ Attendance

_____

☐ Dependability

_____

☐ Initiative

_____

☐ Quality of Work

_____

☐ Quantity of Work

_____

☐ Work Practices

_____

☐ Adaptability

_____

☐ Judgment & Decision-Making

_____

☐ Public Contact & Communications

_____

☐ Human Relations

_____

2. Open Ended Feedback (as needed):

_____

_____

3. Professional Development Implementation Plan (if applicable):

_____

_____

_____ _____

Supervisor's Signature (if applicable) Date

_____ _____

Evaluatee's Signature Date

APPENDIX C

NATOMAS UNIFIED SCHOOL DISTRICT

Human Resources

CLASSIFIED PROFESSIONAL GROWTH FORM

1. PRIOR TO ENROLLMENT, complete sections A through G and submit to the Human Resources Office for approval.
2. A copy of the approved form with your verification of completion(s) must be submitted no later than May 30th for the current fiscal year allocation.

A. EMPLOYEE NAME: _____

B. SOCIAL SECURITY #: _____

C. SCHOOL/DEPARTMENT: _____

D. CURRENT POSITION: _____

E.

Company/ Institution	Course #	Course Title	# Hours	# Sem. Unit	# Qtr. Unit	DATE COURSE BEGINS	DATE COURSE ENDS

F. Please briefly state objective of these courses and their relationship to your current position or promotional position: _____

_____

_____

_____

G. _____ _____

Employee Signature Date

FOR DISTRICT OFFICE USE – APPROVAL FOR REQUEST

☐ APPROVED ☐ DENIED _____ _____

Assistant Superintendent, Human Resources Date

Course/class completion verified by: ___Transcript ___Certification Other _____

Amount to be paid _____ X $150.00 = $ _____ (up to $900.00/year - six credits/units or 90 hours)

# of credits/units per unit Total

APPROVAL FOR PAYMENT: _____ _____

Assistant Superintendent, Human Resources Date

COPY to Employee (after approval or denial); COPY to Payroll (if approved for payment); COPY to Human Resources after completion

Natomas Unified School District
Classified Personnel
Petition for Reclassification

Date of Request: _____

Requestor's Name: _____

Requestor's Title: _____

Employee Name: _____

Job Site: _____

Current Position/Title: _____

Length of time in
Current position: _____ Years _____ Months

Proposed Position/Title: _____

Employees' Supervisor: _____

This petition must be submitted to the Human Resources Department between November 1st and January 31 of the current fiscal year. Petitions will be reviewed for reclassification and responded to by March 31. (Petitions received after January 31 will not be processed)

You may attach any supporting documentation you wish to be considered in reviewing your request as well as using additional pages if necessary. (job descriptions, requests to do work outside the job description, etc)

If in the review of this petition additional information is needed you will be informed, in writing, of the information required.

If the originator of this petition is the employee, a response from the Supervisor will be required. If the originator is the Supervisor, the employee may respond if they so desire.

Please summarize the reason(s) you feel this position should be reclassified. Remember that the information needs to be specific to the "position", not the qualifications of the employee.

_____

_____

_____

_____

_____

Please list all duties and responsibilities the employee is regularly required to perform which are not covered by his/her job description. Be specific.

_____

_____

_____

_____

_____

Explain how the employee came to be assigned duties and responsibilities not covered in his/her job description (i.e., expansion of the function of the school or office, need of employee's special skills or abilities).

_____

_____

_____

_____

_____

Employee Response

If you have anything to add related to the reclassification petition, please use the following space.

Employee Signature: _____ Date: _____

Administrative Response

If you have anything to add related to the reclassification petition, please use the following space.

Supervisor Signature: _____ Date: _____

_____ _____

Assistant Superintendent Date

Appendix E
STEP I Grievance Form
Natomas Unified School District

When the Grievant believe cause exists for a grievance, he/she shall contact the immediate supervisor alone, or with his/her representative in an attempt to resolve the matter before submitting this Step 1 Grievance form.

Grievant: _____ Today's Date: _____

Site/Department:_____ Immediate Supervisor: _____

Date of Step 1 meeting between Immediate Supervisor and Grievant: _____

Alleged Contract Article Violated: _____ Date(s) of Alleged Violation: _____

Facts:

_____

_____

_____

_____

_____

_____

Specific Contract Sections Alleged to Have Been Violated:

_____

_____

_____

_____

Remedy Requested:

_____

_____

_____

_____

_____ _____

Grievant's Signature Date Immediate Supervisor's Signature Date Received

Note: If additional space is needed for any sections, attached an additional sheet.

Appendix E
STEP II Grievance Form
Natomas Unified School District

Grievant: _____ Today's Date: _____

Site/Department_____ Immediate Supervisor: _____

Date of Step I Grievance: _____ Date of Step I Response: _____

Reason for Appeal:

_____

_____

_____

_____

_____

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_____ _____

Grievant's Signature Date Superintendent's Designee Date

Note: Attach Step I Grievance and Immediate Supervisor's response.

Appendix E
STEP III Grievance Form – Written Notice of Mediation
Natomas Unified School District

Grievant: _____ Today's Date: _____

Site/Department_____ Immediate Supervisor: _____

Date of Step II Grievance: _____ Date of Step II Response: _____

Reason for Appeal:

_____

_____

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_____ _____

Grievant's Signature Date Superintendent's Designee Date

Note: Attach Step I and Step II Grievance and the Superintendent's Designee's response.

Appendix E
STEP IV Grievance Form
Natomas Unified School District

Grievant: _____ Today's Date: _____

Site/Department_____ Immediate Supervisor: _____

Date of Mediation: _____

Reason for Appeal to Governing Board:

_____

_____

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_____ _____

Grievant's Signature Date Superintendent's Designee Date

Appendix F

CSESAP
MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its NATOMAS CHAPTER #745 (together "CSEA")
and the
NATOMAS UNIFIED SCHOOL DISTRICT ("DISTRICT")

The following is a Memorandum of Understanding ("MOU") between the Natomas Unified School District ("District") and the California School Employees Association and its Natomas Chapter #745 (together "CSEA"). The District and CSEA agree to the following terms and conditions:

The State of California via Education Code 45500 ("ED Code 45500") has allocated funds for Classified Employees to utilize as part of the Classified School Employee Summer Assistance Program ("CSESAP"). The District and CSEA believe Classified Employees employed the District should be afforded the opportunity to participate in the CSESAP.

The District and CSEA recognize funding for the CSESAP is contingent upon an appropriation in the annual Budget Act or another statute (Education Code §45500.o.2).

The parties agree to the following:

1. The District agrees to participate in the CSESAP in fiscal years where the State allocates an appropriation of funds in the annual Budget Act or another statute (Education Code §45500.o.2). In participating years, the District shall extend this benefit option to the bargaining unit as follows:
    a. Prior to January 1 during a fiscal year in which moneys are appropriated, the District agrees to send a notification informing Classified Employees of the District's intent to participate in the CSESAP;

    b. The notification shall outline the eligibility requirements of the CSESAP as well as any other information required by ED Code 45500;

    c. The District agrees to comply with all timelines as established by the California Department of Education ("CDE").

2. Eligibility for the program:
    a. Classified Employees must work in assignments of 11 months or less out of a twelve-month period;

RR
DG 9/26

b. Classified Employees must have worked for the District for at least one year as of March 1 during a fiscal year in which moneys are appropriated;

c. Classified Employees regular annual pay must not be more than $62,400.00 or as may be adjusted by the legislature.

3. Withholdings:
   a. Participating Classified Employees may elect to withhold an amount not to exceed 10% of his/her regular monthly pay during the applicable school year.

   b. No later than 30 days after the start of school instruction for the applicable school year, an employee may withdraw his/her election to participate in the program or reduce the amount withheld from his/her pay, however a participating member will not be allowed to increase the withholding amount

   c. If an employee separates from employment during the applicable school year, the employee shall be paid any monies withheld from his/her paycheck pursuant to this program;

   d. If employees regular pay is at risk of being insufficient for the elected withholding to be deducted, the withholdings pursuant to this program will be stopped.

4. State/CDE matching funds:
   a. If the State/CDE matching funds are prorated, the participating unit member shall only be entitled to the matching funds as provided by the State/CDE.

   b. Participating unit members shall receive payment of the amounts withheld plus the amount apportioned by the State/CDE in either one or two payments.

   c. If a participating unit member elects to receive one payment, the amounts withheld, and the matching funds provided by the State/CDE shall be disbursed to the participating unit member at the end of month payroll following the District's receipt of funds from the State/CDE.

   d. If a participating unit member elects to receive two payments he/she shall receive payments as follows:
      1. The amounts withheld at the end of month payroll in July of the succeeding fiscal year.

RR
DG

2. The matching funds provided by the CDE shall be disbursed to the participating unit member at the end of month payroll following the District's receipt of funds from the CDE.

5. Disclaimer:
   a. Participation in the CSESAP is contingent upon an appropriation of funds in the annual Budget Act or another statute (Education Code §45500.o.2). In fiscal years where the State has elected to discontinue funding for the CSESAP, the District will have no obligation to continue offering this benefit. Participation in the CSESAP will be offered solely in fiscal years where the State has made an appropriation of funds in the annual Budget Act or another statute (Education Code §45500.o.2) into the CSESAP. In situations where an appropriation of funds is reduced in the annual budget or funds are deferred or delayed, the parties understand that the district will not be required to contribute any funds to meet the state's obligation to provide matching funds.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

By: Rosa Ruyo Date: 10/3/22
President, CSEA Chapter #745

By: [signature] Date: 10/3/22
CSEA Labor Relations Representative

NATOMAS UNIFIED SCHOOL DISTRICT

By: [signature] Date: 10/3/2022
Chief Academic Officer

Natomas Unified School District
Connecting students to their future

Appendix G

Flexible Work Schedule Agreement*

A	Request Type	
	☐ NEW (Complete Sections B, C, D, E) ☐ MODIFY (Complete Sections B, C, D, E) ☐ TERMINATE (Complete Sections B, E)	
	Flexible Work Schedule Requested Start Date	
	Flexible Work Schedule Requested End Date (if known)	

B	Employee Information	
	Employee Name	
	Hire Date	
	Employee ID	
	Position	
	Site	

C	Requested Flexible Work Schedule					
		Monday	Tuesday	Wednesday	Thursday	Friday
	Proposed Start Time					
	Proposed End Time					
	Additional information regarding request for Flexible Work Schedule (if desired).					

1. Duration: This agreement may be discontinued at any time by either party with reasonable advance notice. In the event that the agreement is canceled, up to three (3) work days may be required to coordinate any logistics to accommodate a return to the regular schedule. _____(employee's initials)
2. Overtime: A non-exempt employee working overtime approved in advance will be compensated in accordance with applicable law and rules. The employee understands that failing to obtain proper approval for overtime work may result in the flexible work agreement being canceled. _____(employee's initials)

**See Appendix 1 for the list of CSEA positions with the option for consideration of flexible work schedule.*

3. Employee Rights: Employee rights provided for in the employee's Collective Bargaining Agreement are not affected by participation in a flexible work schedule arrangement. None of the rights or benefits provided under the employee's Collective Bargaining Agreement are enhanced or abridged by the guidelines of the flexible work schedule agreement. The implementation of the flexible work option, as defined herein, should not be construed to change or alter personnel management practices, such as rest periods, leave time, holidays and pay, as contained in applicable Collective Bargaining Agreement provisions or related law or rule. All forms of flexible work imply an employer-employee relationship with the employee receiving the same benefits and incurring the same responsibilities as a non-flexible schedule work employee. _____(employee's initials)

SCOPE OF AGREEMENT:
Employee understands that all obligations, responsibilities, terms and conditions of employment with the District remain unchanged, except those specifically addressed in this Flexible Work Schedule Agreement. Any breach of this Flexible Work Schedule Agreement by Employee may result in modification or termination of the Flexible Work Schedule Agreement.

The Flexible Work Schedule Agreement may be reviewed as needed and may be modified in response to a request by either the supervisor or Employee, changes in position or Employee eligibility, or to address individual or organizational performance.

_____ _____

EMPLOYEE SIGNATURE DATE

D	**Supervisor Response**	
	☐ Approved	☐ Denied
	Reason for Denial:	

E	**Request Type**	
	☐ NEW ☐ MODIFY (Complete Sections B, C, E) This modified Flexible Work Schedule Agreement supersedes prior agreement dated _____. ☐ TERMINATE (Complete Sections B, E) This terminates the agreement dated _____.	
	I have read and understand this Flexible Work Schedule Agreement, understand its provisions and, by signing below, agree to be bound by this agreement.	
	Employee's Signature	Date
	Supervisor Signature	Date

Flexible Work Schedule Agreement
CSEA Positions with the Option for Consideration of Flexible Work Schedule

- Accountant
- Accounting & Budget Analyst
- Accounting Specialist
- Accounting Technician I
- Accounting Technician II
- Accounting Technician III
- Accounting Technician III, Mandated Costs
- Accounting Technician III, Student Body Accounting
- Benefits Technician
- Bus Attendant
- Bus Driver
- Bus Driver Instructor
- Database Specialist
- Digital Media Production Specialist
- English Learner Program Data Analyst
- Grounds Specialist I
- Grounds Specialist II
- Grounds Specialist III
- Grounds Team Leader
- Human Resource Technician I
- Human Resource Technician II
- Information Technology Specialist I
- Information Technology Specialist II
- Information Technology Specialist III
- Information Technology Specialist IV
- Instructional Support Specialist
- Interpreter/Translator - Spanish
- IT Project Manager
- Lead Mechanic
- Maintenance Specialist I
- Maintenance Specialist II
- Maintenance Specialist II, Pool Specialist
- Maintenance Specialist III, Electrician
- Maintenance Specialist III, HVAC
- Maintenance Specialist III, Carpenter
- Maintenance Specialist III, Plumber
- Maintenance Specialist IV - Electrician and Alarm Technician
- Nutrition Services Purchaser
- Payroll Technician
- Payroll/Benefits Technician
- Purchasing Technician
- Purchasing Technician Lead
- Purchasing/Warehouse Coordinator
- Registrar
- Research and Data Analyst I
- Research and Data Analyst II
- Research and Data Analyst III
- Research and Data Analyst IV/Database Administrator
- School Secretary I
- School Secretary II
- School Secretary III
- Senior Systems Engineer
- Student Information System Specialist
- Student Information/Database Analyst
- Systems Engineer
- Translation Services Specialist
- Trip Coordinator/Bus Driver
- Web Content/Social Media Specialist

Natomas Unified School District
Connecting students to their future

Remote Work Agreement for Classified Employees*

A	Request Type	
	☐ NEW (Complete Sections B, C, D) ☐ MODIFY (Complete Sections B, C, D) ☐ TERMINATE (Complete Sections B, H)	
	Remote Work Requested Start Date	
	Remote Work Requested End Date (if known)	

B	Employee Information	
	Employee Name	
	Hire Date	
	Employee ID	
	Position	
	Site	

C	Location of Remote Work	
	Street Address	
	City, State ZIP	
	Phone Number	

D	Requested Remote Work Schedule					
		Monday	Tuesday	Wednesday	Thursday	Friday
	Indicate Office or Remote					
	Additional information regarding request for Remote Work Schedule (if desired).					

*See Appendix 1 for the list of CSEA positions with the option for consideration of remote work.

1. Duration: This agreement must be reviewed at least annually using Appendix 2. This agreement may be discontinued at any time by either party with reasonable advance notice [or xx days advance notice]. In the event that the agreement is canceled, up to three (3) work days may be required to coordinate any logistics to accommodate a return to in-person work. _____(employee's initials)
2. Work Area: Employee is responsible for ensuring the remote work location complies with health and safety requirements and: _____(employee's initials)
    - The location must be:
        i. clean and free of obstructions.
        ii. in compliance with all building codes.
        iii. free of hazardous materials.
        iv. Private to protect confidential information.
    - Furniture, seating and lighting must be conducive to a good, ergonomic work environment.
    - The work area should be out of the home "line of traffic", especially if others are present during working hours.
    - The supervisor may deny an employee the opportunity for remote work or may rescind a remote work agreement based on unsafe conditions in the home or suspected hazardous materials at the home facility.
3. Cost: The District will not be responsible for operating costs,maintenance, furniture, or any other incidental costs (e.g., telephone, internet, water, gas, electric, etc.), associated with the use of the employee's remote location. The District will not reimburse participants in a remote work agreement for travel to their work location from their home, or vice versa. _____(employee's initials)
4. Employee agrees to maintain professional attire and a professional setting when participating in work meetings from the remote location. _____(employee's initials)
5. It is understood that the supervisor can implement periodic reviews to provide feedback on the progress of the remote work and if expectations are being met. Performance standards and employee accountability for quantity and quality of their work will not change due to participation in the remote work agreement. As in "regular" office assignments, supervisors and employees must discuss and understand what it is that is expected to be produced during remote work and when it is due. _____(employee's initials)
6. Supervisors and employees must also arrange when/how to make contact with each other on remote work day(s). Remote work employees are expected to turn cameras on during Zoom, Microsoft Teams, or other videoconference meetings, and must follow applicable security protocols when using that technology. Remote work employees and supervisors must establish clear communication and response expectations during work hours. _____(employee's initials)
7. The evaluation of the employee's job performance will be based on established standards. When employee performance fails to meet expectations, the supervisor will evaluate whether participation in the remote work agreement is a contributing factor. _____(employee's initials)
8. Employee Availability: Employees participating in a remote work agreement agree to be available by phone, email and instant message during their regular working hours. The response timeline for communications - both written and verbal - is expected to be no more than 15 minutes. _____(employee's initials)
9. Work Assignment: Work assignments will be provided by the supervisor and can be communicated in person, by phone, video conference, and by email. The frequency of meetings with the supervisor on campus is at the discretion of department management. The employee will complete all assigned work according to procedures determined by the supervisor. _____(employee's initials)
10. Dependent Care: Both parties agree that the remote work agreement will not be a substitution for in-home child or dependent care. If a child or dependent is present during scheduled work hours, arrangements should be made for the care of that child or dependent. If a child or dependent is ill, however, the employee

may, on a temporary basis, provide primary care for that child or dependent while working remotely or use Sick or Family Leave, subject to the approval of the employee's supervisor. _____(employee's initials)

11. District Equipment: When remote work has ended, the Employee is responsible for returning all District equipment to their work station. _____(employee's initials)
12. Sick Leave: If a participant in a remote work agreement is sick and unable to work in their remote work location, they are required to report those absences when they are unable to work as they would in a normal office setting. _____(employee's initials)
13. Vacation/Other Leaves: All use of vacation, compensatory time off, or any other type of leave is subject to approval by the employee's supervisor. Employees must obtain supervisory approval before taking leave in accordance with applicable collective bargaining agreements, District policy and established department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave, prior to using the leave. _____(employee's initials)
14. Overtime: A non-exempt employee working overtime approved in advance will be compensated in accordance with applicable law and rules. The employee understands that failing to obtain proper approval for overtime work may result in the remote work agreement being canceled. _____(employee's initials)
15. Workers' Compensation: The employee is covered by Workers' Compensation if injured in the course of performing official duties at the remote work location. If an employee incurs a work-related injury while working remotely, workers' compensation laws and rules apply just as they would if such an injury occurs at the District work location. Employees must notify their supervisors immediately and complete all necessary or management-requested documents regarding the injury. _____(employee's initials)
    - Remote Workspace may be subject to an ergonomic evaluation.
16. Access to Internet: By entering into this agreement, employee is agreeing that they have high-speed access to a stable internet connection. If the internet goes out at the remote work location, employee is expected to report to their standard in-person location for work. Driving time to report to in-person work location does not count toward work hours. _____(employee's initials)
17. Technology Acceptable Use Agreement: The District's technology acceptable use policy is in effect. _____(employee's initials)
18. Security/Confidentiality of Information: Employees who participate in remote work are expected to follow all appropriate rules and regulations of the District regarding security and confidentiality of information (oral and written), including computer data files security. Employees will apply approved safeguards to protect records from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office and disposed of in accordance with District policies and procedures. _____(employee's initials)
19. Liability: The District will not be liable for damages to the employee's property resulting from participation in a remote work agreement. _____(employee's initials)
20. Employee Rights: Employee rights provided for in the employee's Collective Bargaining Agreement are not affected by participation in a remote work program. None of the rights or benefits provided under the employee's Collective Bargaining Agreement are enhanced or abridged by the guidelines of the remote work agreement. The implementation of the remote work option, as defined herein, should not be construed to change or alter personnel management practices, such as rest periods, leave time, holidays and pay, as contained in applicable Collective Bargaining Agreement provisions or related law or rule. All forms of remote work imply an employer-employee relationship with the employee receiving the same benefits and incurring the same responsibilities as a non-remote work employee. _____(employee's initials)

RESPONSIBILITY FOR EQUIPMENT ASSIGNMENT, USAGE AND MAINTENANCE:

1. District-owned Equipment: In order to perform their work effectively, employees must use District-assigned equipment at the remote work location. The equipment must be protected against damage and may be used for District work only. District-owned equipment will be serviced and maintained by the District. Employees must have all property that is removed from their District workplace documented in accordance with the District Property Management protocols, and shall complete the "Off-Site Use of District Equipment" form below. The form will be attached to this agreement when necessary. Supervisors are responsible for ensuring completion of the form, and following up on the return of equipment when necessary. _____(employee's initials)
2. All maintenance on any District-supplied equipment will be performed by a District-authorized person at a District work location at the District's expense. Employees must bring equipment to the designated District location. _____(employee's initials)
3. The District will repair or replace, if practical, lost, damaged, or stolen District equipment provided the employee has taken appropriate precautions to safeguard the equipment. _____(employee's initials)
4. Employees may not use District-provided equipment or use or duplicate District software for personal use or allow non-District personnel to use it. Passwords may not be stored on employee-owned equipment and security measures must be initiated whenever the computer is left unattended. _____(employee's initials)
5. Remote work employees must return District-provided equipment to the District and guarantee to erase District software on their personal computers when requested by their supervisor or when employment is terminated. Software provided by the District remains the property of the District. Any software provided by the District shall be returned at the end of the remote work agreement or upon termination of employment. *Upon termination of the remote agreement, the employee will immediately return all District property.* _____(employee's initials)
6. As appropriate, an employee working remotely may have access to the District communication network, including electronic mail, calendar and/or telephone contact between the employee and supervisor. The extent of this access can vary. _____(employee's initials)
7. Expenses for the employee's equipment and work site (e.g., furniture, home maintenance, repair, property or liability insurance, or other incidental expenses (e.g., utilities (including telephone, internet, water, gas, electric, etc.), cleaning services, etc. are the employee's responsibility. _____(employee's initials)
8. The employee shall release the District from any and all liability resulting from the use of his/her own computer. _____(employee's initials)
9. Remote work employees shall comply with computer software licensing agreements, District policy and federal laws, including confidentiality, copyright and patent laws. _____(employee's initials)
10. Use of District-provided software and data supplies at a remote work location is limited to the authorized employee and is authorized for purposes related to District business only. _____(employee's initials)
11. Products, documents and other records used and/or developed while working under a remote work agreement will remain the property of, and be available to, the District. _____(employee's initials)

SCOPE OF AGREEMENT:
Employee understands that all obligations, responsibilities, and terms and conditions of employment with the District remain unchanged, except those specifically addressed in this Remote Work Agreement. Any breach of this Remote Work Agreement by Employee may result in modification or termination of the Remote Work Agreement.

The Remote Work Agreement will be reviewed on an annual basis to assess effectiveness using Appendix 2. If needed, the Remote Work Agreement may be reviewed more frequently and may be modified in response to a

request by either the supervisor or Employee, changes in position or Employee eligibility, or to address individual or organizational performance.

_____ _____

EMPLOYEE SIGNATURE DATE

E	Supervisor Response	
	☐ Approved	☐ Denied
	Reason for Denial:	

F	Request Type	
	☐ NEW ☐ MODIFY (Complete Sections B, C, D) This modified Remote Work Agreement supersedes prior agreement dated _____. ☐ TERMINATE (Complete Sections B, H) This terminates the agreement dated _____.	
	I have read and understand this Remote Work Agreement, understand its provisions and, by signing below, agree to be bound by this agreement.	
	Employee's Signature	Date
	Supervisor Signature	Date

Appendix 1

Remote Work Agreement for Classified Employees
CSEA Positions with the Option for Consideration of Remote Work

- Accountant
- Accounting & Budget Analyst
- Accounting Specialist
- Accounting Technician I
- Accounting Technician II
- Accounting Technician III
- Accounting Technician III, Mandated Costs
- Accounting Technician III, Student Body Accounting
- Benefits Technician
- Database Specialist
- Information Technology Specialist IV
- IT Project Manager
- Payroll Technician
- Payroll/Benefits Technician
- Purchasing Technician
- Purchasing Technician Lead
- Research and Data Analyst I
- Research and Data Analyst II
- Research and Data Analyst III
- Research and Data Analyst IV/Database Administrator
- School Secretary I*
- School Secretary II*
- School Secretary III*
- Senior Systems Engineer
- Student Information System Specialist
- Student Information/Data Base Analyst
- Systems Engineer
- Translation Services Specialist*
- Web Content/Social Media Specialist

*Only when school is not in session (e.g., Spring Break, Winter Break).

Appendix 2

Remote Work Agreement for Classified Employees

Annual Review

Remote Work Agreement Date:	Annual Review Date:

☐ This Remote Work Agreement will be modified, and a new agreement activated using the MODIFY option. The modified agreement will supersede prior agreements.

☐ The Remote Work Agreement has been reviewed by the Employee and Supervisor. There is no change from the previous year. The Agreement remains unchanged and in effect.

☐ The Remote Work Agreement has been reviewed by the Employee and Supervisor and will be terminated effective _____.

_____ _____

Employee Signature Date

_____ _____

Supervisor Signature Date